NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK
THIRD MEETING
FEBRUARY 26, 2018 1:00P.M.
THIRD MEETING OF 2018

1.
Legislative Calendar
Documents:

2-26-18.pdf

2.
Proposed Ordinances
Documents:

APPENDIX A FOR 5-A-18.pdf
ORD. 5-A-18.pdf
ORDINANCE 5-18.pdf
PROPOSED ORD. 6-18.pdf
PROPOSED ORD. 7-18.pdf
PROPOSED ORD. 8-18.pdf
PROPOSED ORD. 9-18.pdf
PROPOSED ORD. 10-18.pdf
PROPOSED ORD. 11-18.pdf
PROPOSED ORD. 12-18.pdf
PROPOSED ORD. 13-18.pdf
PROPOSED ORD. 14-18.pdf
PROPOSED ORD. 16-18.pdf
PROPOSED ORD. 17-18.pdf
PROPOSEDORD. 15-18.pdf

3.
Rules Agenda
Documents:

R-2-26-18.pdf

4.
Addendum
Documents:

R-2-26-18 reconvened on 3-5-18.pdf

5.
Contracts
Documents:

E-24-18 NCWEB.PDF

E-25-18 NCWEB.PDF

6.
Rules Committee
Documents:

RULES COMMITTEE, 03-05-18.pdf

7.
Transcripts
Documents:

FULL LEGISLATIVE COMMITTEE, 02-26-18.pdf
RULES COMMITTEE, 02-26-18.pdf

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
THIRD MEETING — FEBRUARY 26, 2018 1:00P.M.
THIRD MEETING OF 2018

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **ORDINANCE NO. 6-2018**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $3,125,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 51-18(PW)

2. **ORDINANCE NO. 7-2018**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 52-18(PW)

3. **ORDINANCE NO. 8-2018**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,768,010 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 53-18(PW)

4. **ORDINANCE NO. 9-2018**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $600,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 54-18(PW)

5. **ORDINANCE NO. 10-2018**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 71-18(PW)

6. **ORDINANCE NO. 11-2018**

AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY. 45-18(OMB)

7. **ORDINANCE NO. 12-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 42-18(OMB)

8. **ORDINANCE NO. 13-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 43-18(OMB)

9. **ORDINANCE NO. 14-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER'S OFFICE OF FORENSIC SERVICES (CRIME LAB). 61-18(OMB)

10. **ORDINANCE NO. 15-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 62-18(OMB)

11. **ORDINANCE NO. 16-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER'S OFFICE OF FORENSIC SERVICES (CRIME LAB). 64-18(OMB)

12. **ORDINANCE NO. 5-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE HEADQUARTERS FUND AND A TRANSFER OF APPROPRIATIONS. 41-18(OMB)

13. **ORDINANCE NO. 17-2018**

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE AN AMENDMENT TO AMENDED AND RESTATED COLISEUM LEASE, BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND NASSAU EVENTS CENTER, LLC, AS TENANT, OF CERTAIN PREMISES LOCATED IN UNIONDALE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 44, BLOCK F, LOTS 351 AND 410 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH. 81-18(CE)

14. **RESOLUTION NO. 17-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NASSAU COUNTY FIREFIGHTERS MUSEUM AND EDUCATION CENTER FOR THE RENOVATION OF THE OUTSIDE LIGHTING, PATHWAY AND SIGNAGE AT THE MUSEUM. 50-18(CE)

15. **RESOLUTION NO. 18-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF HEMPSTEAD IN RELATION TO A PROJECT TO PROCURE AN LED SIGN TO PROMOTE LIBRARY PROGRAMS. 74-18(CE)

16. **RESOLUTION NO. 19-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF WESTBURY IN RELATION TO A PROJECT TO PROCURE A BUS TO TRANSPORT SENIOR CITIZENS. 75-18(CE)

17. **RESOLUTION NO. 20-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE LAKEVIEW FIRE DISTRICT IN RELATION TO OBTAINING “JAWS OF LIFE” RESCUE EQUIPMENT. 76-18(CE)

18. **RESOLUTION NO. 21-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TOA GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DISTRICT ATTORNEY'S OFFICE AND MADD-LONG ISLAND, NY. 48-18(DA)

19. **RESOLUTION NO. 22-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE FRIENDS OF CEDARMERE, INC.
49-18(PK)

20. **RESOLUTION NO. 23-2018**

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY EXECUTIVE OF PATRICK J. RYDER TO THE POSITION OF COMMISSIONER OF POLICE. 47-18(CE)

21. **RESOLUTION NO. 24-2018**

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE COUNTY EXECUTIVE OF NANCY STANTON-MOLARO TO THE POSITION OF COMMISSIONER OF INFORMATION TECHNOLOGY. 67-18(CE)

22. **RESOLUTION NO. 25-2018**

A RESOLUTION REQUIRING THE NASSAU COUNTY POLICE DEPARTMENT TO NOTATE AN ARRESTEE'S VETERAN STATUS ON POLICE REPORTS AND ALL OTHER DOCUMENTS ASSOCIATED WITH THE VETERAN'S ARREST. 66-18(LE)

23. **RESOLUTION NO. 26-2018**

A RESOLUTION PERMITTING THE TRANSFER OF AXEL, A RETIRED SERVICE DOG, TO THE NEW YORK CITY POLICE DEPARTMENT'S CANINE UNIT AS THE ADOPTIVE AGENCY. 44-18(PD)

24. **RESOLUTION NO. 27-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 63-18(OMB)

25. **RESOLUTION NO. 28-2018**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING OCTOBER 1, 2017 THROUGH DECEMBER 31, 2017; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 46-18(LE)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services and City of Glen Cove.
RE: OFA IIIB C & E. $2,445.00. ID# CQHS17000041.

County of Nassau acting on behalf of Human Services and HELP Services, Inc.
RE: Chemical Dependency. $982,199.00. ID# CQHS18000102.

County of Nassau acting on behalf of Housing and Intergovernmental and Nicholas Center for Autism. RE: CDBG. $20,000.00. ID#CQHI17000048.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Williston Park. RE: CDBG. $20,000.00. ID#CQHI17000039.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of South Floral Park. RE: CDBG. $50,000.00. ID#CQHI17000035.

County of Nassau acting on behalf of Housing and Intergovernmental and Semper4Veterans. RE: CDBG. $45,000.00. ID#CQHI17000053.

County of Nassau acting on behalf of Housing and Intergovernmental and Operation Initiative Foundation, Inc. RE: CDBG. $20,000.00. ID#CQHI17000047.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Stewart Manor. RE: CDBG. $30,000.00. ID#CQHI17000048.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY MARCH 12, 2018 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY MARCH 26, 2018 at 1:00PM

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Buildings	90023	Prevention	$ 5,537,682.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90025	Rehabilitation of Aquatic Center Building	$ 49,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90026	Exterior Renovation of 240 Old Country	$ 1,250,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Buildings	90027	240 Old Country Road HVAC Improvements	$ 4,850,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90031	Records Center Renovation	$ -	$ 1,354,482.00	$ -	$ 1,354,482.00	$ 5,169,272.00	$ 5,937,478.00
1	General Capital	Buildings	90033	BOE Building Upgrades	$ 2,100,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90040	60 Charles Lindbergh	$ -	$ -	$ 2,928,445.00	$ 2,928,445.00	$ -	$ -
1	General Capital	Buildings	90041	175 Roger Avenue Demolition	$ -	$ 2,100,000.00	$ -	$ 2,100,000.00	$ -	$ -
1	General Capital	Buildings	90042	County Clerk Office Improvements	$ -	$ 700,000.00	$ -	$ 700,000.00	$ -	$ -
1	General Capital	Buildings	90375	Emergency Work at DPW Garages	$ 3,053,538.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90400	Various County Facilities - General Construction	$ 17,450,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
1	General Capital	Buildings	90401	Various County Facilities - Electrical Construction	$ 8,400,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Buildings	90402	Construction	$ 10,050,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ 750,000.00
1	General Capital	Buildings	90403	Various County Facilities - Plumbing Construction	$ 4,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
1	General Capital	Buildings	90404	Various County Facilities – Fire Alarm/Protection and Security Systems	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Buildings	90405	Various County Facilities - Demolition	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Buildings	90406	Various County Facilities - Design	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Buildings	90611	Various County Court Facilities Renovation	$ 16,038,239.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90612	Generator Upgrade - Various Buildings	$ 3,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90617	Various County Buildings Electric Service & Engineering Upgrade	$ 6,275,023.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90618	Various County Buildings Roof Renovation	$ 18,400,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00
1	General Capital	Buildings	90622	Hempstead Garage Improvements	$ 23,200,000.00	$ 750,000.00	$ -	$ 750,000.00	$ -	$ -
1	General Capital	Buildings	90625	Various Asbestos & Lead Abatement	$ 5,870,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Buildings	90629	Various County Fuel Station Upgrades	$ 3,000,000.00	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00
1	General Capital	Buildings	90632	Family & Matrimonial Court	$ 94,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90634	Nassau Coliseum Emergency Repairs	$ 6,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90636	Warehouse and Staging Area	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90637	Nassau County Department of Public Works Material Testing Laboratory	$ 3,100,000.00	$ 1,300,000.00	$ -	$ 1,300,000.00	$ -	$ -
1	General Capital	Buildings	90638	Nassau County Housing Improvements	$ -	$ 1,800,000.00	$ -	$ 1,800,000.00	$ 1,100,000.00	$ 1,100,000.00
1	General Capital	Buildings	90639	Data Center Fire Supression System	$ 850,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Buildings	90981	Americans/Disabilities Act - Phase II (Construction)	$ 11,882,459.00	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00
		Buildings Total		**Buildings Total**		$ 16,004,482.00	$ 2,928,445.00	$ 18,932,927.00	$ 13,269,272.00	$ 14,037,478.00
1	General Capital	Equipment		Equipment	$ 1,408,924.00	$ -	$ -	$ -	$ 250,000.00	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Equipment		Equipment	$ 19,860,709.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ 1,600,000.00
1	General Capital	Equipment		Equipment	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment		Equipment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment		Equipment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment		Equipment	$ 13,150,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
1	General Capital	Equipment		Equipment	$ 19,210,237.00	$ 3,750,000.00	$ 1,335,119.00	$ 5,085,119.00	$ 3,750,000.00	$ 3,750,000.00
1	General Capital	Equipment		Equipment	$ 3,001,098.30	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
1	General Capital	Equipment		Equipment	$ 2,110,000.00	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00
1	General Capital	Equipment		Equipment	$ 2,850,000.00	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00
1	General Capital	Equipment		Equipment	$ 450,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Equipment		Equipment	$ 18,773,625.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Equipment		Equipment	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
		Equipment		**Equipment Total**		$ 6,800,000.00	$ 1,335,119.00	$ 8,135,119.00	$ 7,350,000.00	$ 7,100,000.00
1	General Capital	Infrastructure		Infrastructure	$ 31,168,838.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 18,971,795.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ 6,000,000.00	$ 330,000.00	$ 6,330,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 4,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 4,100,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ 300,000.00
1	General Capital	Infrastructure		Infrastructure	$ 1,300,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 5,369,436.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ 100,000.00
1	General Capital	Infrastructure		Infrastructure	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ 2,500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 21,784,630.00	$ -	$ 163,218.00	$ 163,218.00	$ 500,000.00	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 40,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 62,630,429.52	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 11,310,500.00	$ 1,174,412.00	$ -	$ 1,174,412.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 12,310,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 9,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 6,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 5,308,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 3,870,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 14,550,000.00	$ 1,475,000.00	$ 1,475,000.00	$ 2,950,000.00	$ -	$ 2,350,000.00
1	General Capital	Infrastructure		Infrastructure	$ 650,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 8,950,000.00	$ 6,000,000.00	$ 6,000,000.00	$ 12,000,000.00	$ -	$ 700,000.00
1	General Capital	Infrastructure		Infrastructure	$ 11,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ 6,000,000.00	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Infrastructure		Infrastructure	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 5,400,000.00	$ 3,100,000.00	$ 3,100,000.00	$ 6,200,000.00	$ -	$ 2,000,000.00
1	General Capital	Infrastructure		Infrastructure	$ 7,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 2,250,000.00	$ 7,000,000.00	$ 7,000,000.00	$ 14,000,000.00	$ -	$ 10,000,000.00
1	General Capital	Infrastructure		Infrastructure	$ 4,000,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 2,500,000.00	$ 1,125,525.00	$ 1,125,525.00	$ 2,251,050.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ 200,000.00
1	General Capital	Infrastructure		Infrastructure	$ 6,200,000.00	$ 900,000.00	$ 900,000.00	$ 1,800,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 120,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 760,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,500,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ 1,500,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 3,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ 1,200,000.00
1	General Capital	Infrastructure		Infrastructure	$ 1,200,000.00	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ 3,000,000.00	$ 3,000,000.00	$ 6,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ -	$ 500,000.00
1	General Capital	Infrastructure		Infrastructure	$ -	$ 250,000.00	$ 250,000.00	$ 500,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 2,000,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ -	$ -	$ -	$ -	$ -	$ 3,000,000.00
1	General Capital	Infrastructure		Infrastructure	$ -	$ -	$ -	$ -	$ -	$ 3,000,000.00
1	General Capital	Infrastructure		Infrastructure	$ -	$ -	$ -	$ -	$ -	$ 4,200,000.00
1	General Capital	Infrastructure		Infrastructure	$ -	$ -	$ -	$ -	$ -	$ 6,000,000.00
1	General Capital	Infrastructure		Infrastructure	$ 29,677,817.00	$ -	$ -	$ -	$ 150,000.00	$ -
1	General Capital	Infrastructure		Infrastructure	$ 23,846,840.00	$ 2,150,000.00	$ -	$ 2,150,000.00	$ 150,000.00	$ 150,000.00
1	General Capital	Infrastructure		Infrastructure	$ 6,307,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 2,000,000.00	$ 455,000.00	$ -	$ 455,000.00	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 2,275,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 130,000.00	$ 700,000.00	$ -	$ 700,000.00	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Infrastructure		Infrastructure	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 1,650,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 3,060,951.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 47,600,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ 5,700,000.00
1	General Capital	Infrastructure		Infrastructure	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Infrastructure		Infrastructure	$ 5,501,490.00	$ -	$ -	$ -	$ 250,000.00	$ -
		Infrastructure		**Infrastructure Total**		$ 49,629,937.00	$ 32,043,743.00	$ 81,673,680.00	$ 11,150,000.00	$ 44,400,000.00
1	General Capital	Parks		Parks	$ 26,314,652.00	$ -	$ 350,000.00	$ 350,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 250,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 13,391,905.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 1,062,107.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,266,460.31	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,042,189.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 3,418,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,076,070.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 13,714,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 9,421,939.91	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00
1	General Capital	Parks		Parks	$ 13,187,000.00	$ 3,125,000.00	$ -	$ 3,125,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 7,920,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,875,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,885,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 5,200,000.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Parks		Parks	$ 1,700,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Parks		Parks	$ 17,508,500.00	$ -	$ -	$ -	$ 250,000.00	$ -
1	General Capital	Parks		Parks	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 225,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 1,301,834.00	$ 250,000.00	$ 125,000.00	$ 375,000.00	$ 250,000.00	$ -
1	General Capital	Parks		Parks	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 125,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 10,250,000.00	$ 4,000,000.00	$ 2,700,000.00	$ 6,700,000.00	$ 2,000,000.00	$ 2,000,000.00
1	General Capital	Parks		Parks	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,000,000.00	$0	$500,000	$ 500,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ 5,018,588.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 6,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ 4,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Parks		Parks	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ -	$ -	$ 500,000.00	$ 500,000.00	$ -	$ -
1	General Capital	Parks		Parks	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00	$ -	$ -
		Parks Total		**Parks Total**		$ 16,375,000.00	$ 4,175,000.00	$ 20,550,000.00	$ 3,000,000.00	$ 2,250,000.00
1	General Capital	Property		Property	$ 52,804,241.00	$ -	$ -	$ -	$ 500,000.00	$ -
		Property Total		**Property Total**		$ -	$ -	$ -	$ 500,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ 9,000,000.00	$ -	$ 9,000,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ 3,260,000.00	$ -	$ 3,260,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 4,659,583.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ 1,425,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 750,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ 44,400,000.00	$ 3,600,000.00	$ -	$ 3,600,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 450,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 400,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 8,720,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 15,700,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 51,050,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 8,287,382.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ 400,000.00
1	General Capital	Public Safety		Public Safety	$ 11,600,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 3,500,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ 10,291,342.00	$ 500,000.00	$ -	$ 500,000.00	$ 850,000.00	$ 850,000.00
1	General Capital	Public Safety		Public Safety	$ 300,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Public Safety		Public Safety	$ 18,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 81,209,379.00	$ 6,700,000.00	$ 5,000,000.00	$ 11,700,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ -	$ 4,600,000.00	$ 4,600,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 22,625,000.00	$ 4,600,000.00	$ -	$ 4,600,000.00	$ 3,500,000.00	$ 3,500,000.00
1	General Capital	Public Safety		Public Safety	$ 2,000,000.00	$ 5,500,000.00	$ -	$ 5,500,000.00	$ 2,000,000.00	$ 1,000,000.00
1	General Capital	Public Safety		Public Safety	$ 5,000,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00	$ 4,500,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ 600,000.00	$ -	$ 600,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 6,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 250,000.00
1	General Capital	Public Safety		Public Safety	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 2,900,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 400,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 250,000.00	$ 250,000.00
1	General Capital	Public Safety		Public Safety	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 16,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Public Safety		Public Safety	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Public Safety		Public Safety	$ 18,372,035.38	$ -	$ -	$ -	$ -	$ -
		Public Safety		**Public Safety Total**		$ 46,860,000.00	$ 9,600,000.00	$ 56,460,000.00	$ 18,700,000.00	$ 6,750,000.00
1	General Capital	Roads		Roads	$ 5,900,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 6,280,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,050,000.00	$ 75,000.00	$552,750.00	$ 627,750.00	$ -	$ -
1	General Capital	Roads		Roads	$ 750,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Roads		Roads	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 7,235,352.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,284,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 6,984,209.95	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Roads		Roads	$ 3,760,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 4,950,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 500,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -
1	General Capital	Roads		Roads	$ 300,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 6,900,000.00	$ 4,650,000.00	$ 1,000,000.00	$ 5,650,000.00	$ 7,000,000.00	$ -
1	General Capital	Roads		Roads	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,305,000.00	$ 1,695,000.00	$ -	$ 1,695,000.00	$ -	$ -
1	General Capital	Roads		Roads	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 350,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 3,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 5,490,112.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
1	General Capital	Roads		Roads	$ 10,980,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Roads		Roads	$ 220,650,000.00	$ 22,500,000.00	$28,350,569	$ 50,850,569.00	$ 22,500,000.00	$ 22,500,000.00
1	General Capital	Roads		Roads	$ 5,600,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -
1	General Capital	Roads		Roads	$ 54,966,996.00	$ -	$ 6,950,543.00	$ 6,950,543.00	$ -	$ -
		Roads Total		**Roads Total**		$ 33,420,000.00	$ 36,853,862.00	$ 70,273,862.00	$ 30,500,000.00	$ 23,500,000.00
1	General Capital	Technology		Technology	$ 1,450,000.00	$ -	$ -	$ -	$ 100,000.00	$ 100,000.00
1	General Capital	Technology		Technology	$ 10,897,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 15,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 5,250,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ 500,000.00
1	General Capital	Technology		Technology	$ 3,515,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 4,145,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Technology		Technology	$ 270,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 39,900,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ -	$ -
1	General Capital	Technology		Technology	$ 6,477,475.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 10,650,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 1,000,000.00	$ 1,000,000.00
1	General Capital	Technology		Technology	$ 2,050,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 2,950,000.00	$ -	$ -	$ -	$ 500,000.00	$ 500,000.00
1	General Capital	Technology		Technology	$ 1,635,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 12,205,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Technology		Technology	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 6,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ -	$ -
1	General Capital	Technology		Technology	$ 3,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 2,300,000.00	$ 800,000.00	$ -	$ 800,000.00	$ -	$ -
1	General Capital	Technology		Technology	$ 2,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 715,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 180,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 450,000.00	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -
1	General Capital	Technology		Technology	$ 500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 3,600,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ 750,000.00
1	General Capital	Technology		Technology	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Technology		Technology	$ 15,830,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 6,494,904.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Technology		Technology	$ 4,700,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00	$ -	$ -
		Technology Total		**Technology Total**		$ 12,750,000.00	$ -	$ 12,750,000.00	$ 2,850,000.00	$ 3,350,000.00
1	General Capital	Traffic		Traffic	$ 58,433,892.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ 3,250,000.00
1	General Capital	Traffic		Traffic	$ 4,200,000.00	$ -	$ -	$ -	$ 15,863,000.00	$ 15,863,000.00
1	General Capital	Traffic		Traffic	$ 13,824,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Traffic		Traffic	$ 1,607,787.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 10,413,689.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 8,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 5,172,000.00	$ 540,000.00	$ 2,160,000.00	$ 2,700,000.00	$ -	$ -
1	General Capital	Traffic		Traffic	$ 5,242,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 7,860,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Traffic		Traffic	$ 6,580,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 225,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 450,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 275,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 200,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
1	General Capital	Traffic		Traffic	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 505,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 3,000,000.00	$ -
1	General Capital	Traffic		Traffic	$ 1,425,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 1,450,800.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,525,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
1	General Capital	Traffic		Traffic	$ 410,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 15,917,066.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 25,926,946.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 6,835,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 5,419,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 450,000.00	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -
1	General Capital	Traffic		Traffic	$ 5,700,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00
1	General Capital	Traffic		Traffic	$ 1,930,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 2,094,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Traffic		Traffic	$ 800,000.00	$ -	$ -	$ -	$ -	$ -
		Traffic Total		**Traffic Total**		$ 6,440,000.00	$ 2,160,000.00	$ 8,600,000.00	$ 23,113,000.00	$ 20,113,000.00
1	General Capital	Transportation		Transportation	$ 2,030,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,125,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,027,500.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,120,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
1	General Capital	Transportation		Transportation	$ 3,479,442.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 755,313.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ -	$ 2,700,000.00	$ -	$ 2,700,000.00	$ -	$ -
1	General Capital	Transportation		Transportation	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -
1	General Capital	Transportation		Transportation	$ 10,074,596.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 250,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 8,100,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ 800,000.00	$ -	$ -	$ -	$ -	$ -
1	General Capital	Transportation		Transportation	$ -	$ -	$ -	$ -	$ 3,000,000.00	$ 3,000,000.00
1	General Capital	Transportation		Transportation	$ -	$ -	$ 85,000,000.00	$ 85,000,000.00	$ -	$ -
		Total		**Transportation Total**		$ 2,700,000.00	$ 85,000,000.00	$ 87,700,000.00	$ 4,500,000.00	$ 3,000,000.00
	General Capital Total			**General Capital Total**		$ 190,979,419.00	$ 174,096,169.00	$ 365,075,588.00	$ 114,932,272.00	$ 124,500,478.00
2	Building Consolidation Program	BCP	90230	County Office Campus Construction	$ 119,400,000.00	$ -	$ -	$ -	$ -	$ -
2	Building Consolidation Program	BCP	90230P	Police and Fire Communications Center	$ 75,760,795.00	$ -	$ -	$ -	$ -	$ -
		BCP Total				$ -	$ -	$ -	$ -	$ -
	Building Consolidation Program Total			Building Consolidation Program Total		$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	30051	SD2 Interceptor Corrosion Survey & Rehabilitation	$ 6,510,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	33991	Health Dept Birches Sewage Collection System	$ 14,959,931.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	33992	Hempstead Harbor Sewer Study	$ 2,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Collection	33993	Seacliff Sewers	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35101	Lateral Sewer Repair	$ 3,850,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35107	East Hills Pump Station Improvements	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	35109	Force Mains/Pump Stations Long Beach	$ 4,741,406.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
3	Sewer and Storm Water Resource District	Collection	35110	Force Mains/Pump Stations Cedarhurst/Lawrence	$ 32,200,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	3P309	Ray Street Pump Station Improvement	$ 7,750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	3P311	Pump Station Rehabilitation	$ 101,500,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Collection	3P312	Pump Station Upgrades	$ 22,250,000.00	$ 19,000,000.00	$ -	$ 19,000,000.00	$ 16,000,000.00	$ -
3	Sewer and Storm Water Resource District	Collection	98041	SSW Motorized Equipment Replacement	$ 4,950,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
3	Sewer and Storm Water Resource District	Collection	98042	SSW Motorized Equipment Refurbishment	$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -
		Collection Total		Collection Total		$ 29,500,000.00	$ -	$ 29,500,000.00	$ 21,500,000.00	$ 250,000.00
3	Sewer and Storm Water Resource District	Disposal	31150	Storm Water Outfall Improvements (Bay Park & Cedar Creek)	$ 2,125,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35100	Bay Park & Cedar Creek Digester Rehabilitation	$ 40,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35102	SSW Buildings Roof Repair	$ 3,500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35108	SSW Building Improvements	$ 4,550,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
3	Sewer and Storm Water Resource District	Disposal	35113	Bay Park Total Residual Chlorine Improvement	$ 5,750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35114	Wastewater Facilities Improvements	$ 56,155,000.00	$ 12,000,000.00	$ -	$ 12,000,000.00	$ 11,800,000.00	$ 10,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35115	Wastewater Facilities Master Plan Design Improvements	$ 750,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35116	Wastewater Facilities Odor Control Improvements	$ 30,500,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35117	Wastewater Facilities Security Improvements	$ 10,500,000.00	$ 6,250,000.00	$ -	$ 6,250,000.00	$ 6,250,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	35118	Water/Wastewater Facilities Requirements	$ 1,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ 1,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35121	Wastewater Facilities Storm Restoration	$ 350,745,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35123	Superstorm Sandy Repair and Mitigation - Bay Park STP and Countywide Collection	$ 468,726,221.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	35124	Sandy Mitigation and Hardening Phase II	$ 150,000,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
3	Sewer and Storm Water Resource District	Disposal	35130	Capital Maintenance	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	$ 52,038,393.00	$ -	$ 5,000,000.00	$ 5,000,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B117	Bay Park Influent Pumping System Upgrade	$ 11,505,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B119	Bay Park Various Buildings and Equipment Modifications	$ 28,749,719.00	$ 237,000.00	$ -	$ 237,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B120	Bay Park Preliminary Treatment Modifications	$ 43,060,411.00	$ 380,836.00	$ -	$ 380,836.00	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3B300	Bay Park Emergency Response Equipment	$ 375,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C055	Cedar Creek Air Flotation Facility Rehabilitation	$ 22,303,527.57	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C057	Cedar Creek Sludge Dewatering Facility Improvement	$ 41,167,298.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Disposal	3C067	Cedar Creek Equipment Replacement	$ 62,226,523.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Disposal	99999	Undetermined SSW Project Improvements	$ -	$ -	$ -	$ -	$ 35,250,000.00	$ -
		Disposal Total		Disposal Total		$ 43,367,836.00	$ 5,000,000.00	$ 48,367,836.00	$ 59,550,000.00	$ 11,250,000.00
3	Sewer and Storm Water Resource District	Storm Water	35103	Various County Parks Pond/Bulkhead Replacement	$ 1,187,500.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35104	Whitney Drain Rehabilitation	$ 3,300,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35106	Rehabilitation of Various Public Works Waterbodies	$ 11,758,467.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	35112	Mosquito Control Plan	$ 1,075,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	60046	Fencing at Drainage Facilities Replacement	$ 600,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	60051	Stormwater Basin 272 Fencing Improvements	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80014	Massapequa Creek Stream Flow Improvement	$ 10,501,641.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80016	Stream and Wetlands Restoration	$ 3,715,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	80019	Storm Water Pump Stations Construction	$ 8,945,000.00	$ -	$ -	$ -	$ -	$ -

OrderPriority	Main	Category	Project Number	Formatted Project Title	Cumulative Budget	2016 County Debt	2016 County Self-Funding	2016	2017	2018
3	Sewer and Storm Water Resource District	Storm Water	80042	Groundwater Studies	$ 1,125,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82001	Drainage Stream Corridors Reconstruction	$ 8,128,628.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
3	Sewer and Storm Water Resource District	Storm Water	82008	Rehabilitation of Storm Water Basins	$ 11,484,878.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
3	Sewer and Storm Water Resource District	Storm Water	82009	Drainage Facilities Sidewalk Rehabilitation	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82010	Implementation of Storm Water Management Program	$ 5,961,449.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
3	Sewer and Storm Water Resource District	Storm Water	82011	Storm Water Pump Station Upgrade	$ 650,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82014	Horse Brook Drainage Improvements	$ 7,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -
3	Sewer and Storm Water Resource District	Storm Water	82015	Five Towns Drainage Improvements	$ 1,135,575.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82016	Barnum Island/Harbor Isle Drainage Improvements	$ 5,950,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82017	Bay Park/ East Rockwaway Drainage Improvemtns	$ 3,430,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82018	Lawson Avenue, East Rockway Backflow Prevention	$ 200,000.00	$ -	$ -	$ -	$ -	$ -
3	Sewer and Storm Water Resource District	Storm Water	82019	Silver Lake Drainage Improvements	$ -	$ -	$ 260,000.00	$ 260,000.00	$ -	$ -
		Storm Water Total		Storm Water Total		$ 12,450,000.00	$ 260,000.00	$ 12,710,000.00	$ 7,250,000.00	$ 2,250,000.00
	Sewer and Storm Water Resource			Sewer and Storm Water Resource District Total		$ 85,317,836.00	$ 5,260,000.00	$ 90,577,836.00	$ 88,300,000.00	$ 13,750,000.00
5	Environmental Bond Act	Environmental Bond Act	9E100	Environmental Bond Act - 2004	$ 51,525,000.00	$ -	$ -	$ -	$ -	$ -
5	Environmental Bond Act	Environmental Bond Act	9E200	Environmental Bond Act - 2006	$ 102,146,500.00	$ -	$ -	$ -	$ -	$ -
		Environmental Bond Act Total				$ -	$ -	$ -	$ -	$ -
	Environmental Bond Act Total			Environmental Bond Act Total		$ -	$ -	$ -	$ -	$ -

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 5,537,682.00	$ -	$ 5,537,682.00
$ -	$ -	$ 54,000,000.00	$ -	$ 54,000,000.00
$ -	$ 1,500,000.00	$ 4,750,000.00	$ -	$ 4,750,000.00
$ -	$ -	$ 6,350,000.00	$ -	$ 6,350,000.00
$ -	$ 12,461,232.00	$ 12,461,232.00	$ -	$ 12,461,232.00
$ -	$ -	$ 2,100,000.00	$ -	$ 2,100,000.00
$ -	$ 2,928,445.00	$ 2,928,445.00	$ -	$ 2,928,445.00
$ -	$ 2,100,000.00	$ 2,100,000.00	$ -	$ 2,100,000.00
$ -	$ 700,000.00	$ 700,000.00	$ -	$ 700,000.00
$ -	$ -	$ 3,053,538.00	$ -	$ 3,053,538.00
$ 1,000,000.00	$ 4,000,000.00	$ 21,450,000.00	$ -	$ 21,450,000.00
$ 500,000.00	$ 2,000,000.00	$ 10,400,000.00	$ -	$ 10,400,000.00
$ 750,000.00	$ 3,000,000.00	$ 13,050,000.00	$ -	$ 13,050,000.00
$ 250,000.00	$ 1,000,000.00	$ 5,750,000.00	$ -	$ 5,750,000.00
$ 500,000.00	$ 2,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00
$ 500,000.00	$ 2,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00
$ 500,000.00	$ 2,000,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00
$ -	$ -	$ 16,038,239.00	$ -	$ 16,038,239.00
$ -	$ -	$ 3,800,000.00	$ -	$ 3,800,000.00
$ -	$ -	$ 8,275,023.00	$ -	$ 8,275,023.00
$ 2,000,000.00	$ 8,000,000.00	$ 26,400,000.00	$ -	$ 26,400,000.00
$ -	$ 750,000.00	$ 23,950,000.00	$ -	$ 23,950,000.00
$ 500,000.00	$ 2,000,000.00	$ 7,870,000.00	$ -	$ 7,870,000.00
$ -	$ 500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00
$ -	$ -	$ 112,000,000.00	$ -	$ 112,000,000.00
$ -	$ -	$ 6,800,000.00	$ -	$ 6,800,000.00
$ -	$ -	$ 6,250,000.00	$ -	$ 6,250,000.00
$ -	$ 1,300,000.00	$ 4,400,000.00	$ -	$ 4,400,000.00
$ 1,100,000.00	$ 5,100,000.00	$ 5,100,000.00	$ -	$ 5,100,000.00
$ -	$ -	$ 850,000.00	$ -	$ 850,000.00
$ 250,000.00	$ 750,000.00	$ 13,850,000.00	$ -	$ 13,850,000.00
$ 7,850,000.00	$ 54,089,677.00	$ 396,214,159.00	$ -	$ 396,214,159.00
$ -	$ 250,000.00	$ 1,658,924.00	$ -	$ 1,658,924.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ 1,600,000.00	$ 6,400,000.00	$26,260,709.00	$ -	$ 26,260,709.00
$ -	$ -	$ 1,250,000.00	$ -	$ 1,250,000.00
$ 250,000.00	$ 250,000.00	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ 1,000,000.00	$ 4,000,000.00	$ 17,150,000.00	$ -	$ 17,150,000.00
$ 3,750,000.00	$ 16,335,119.00	$35,545,356.00	$ -	$ 35,545,356.00
$ 250,000.00	$ 1,000,000.00	$ 4,001,098.30	$ -	$ 4,001,098.30
$ 25,000.00	$ 525,000.00	$ 2,635,000.00	$ -	$ 2,635,000.00
$ 250,000.00	$ 750,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00
$ -	$ 200,000.00	$ 650,000.00	$ -	$ 650,000.00
$ -	$ -	$ 19,356,625.00	$ -	$ 19,356,625.00
$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
$ 7,125,000.00	$ 29,710,119.00	$ 114,257,712.30	$ -	$ 114,257,712.30
$ -	$ -	$31,168,838.00	$ -	$ 31,168,838.00
$ -	$ -	$ 18,971,795.00	$ -	$ 18,971,795.00
$ -	$ 6,330,000.00	$ 6,330,000.00	$ -	$ 6,330,000.00
$ 500,000.00	$ 2,000,000.00	$ 6,000,000.00	$ -	$ 6,000,000.00
$ 300,000.00	$ 1,200,000.00	$ 5,300,000.00	$ -	$ 5,300,000.00
$ 500,000.00	$ 2,000,000.00	$ 5,800,000.00	$ -	$ 5,800,000.00
$ 100,000.00	$ 400,000.00	$ 5,769,436.00	$ -	$ 5,769,436.00
$ 2,500,000.00	$ 7,500,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00
$ 500,000.00	$ 1,663,218.00	$23,447,848.00	$ -	$ 23,447,848.00
$ -	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00
$ 500,000.00	$ 2,000,000.00	$ 3,000,000.00	$ -	$ 3,000,000.00
$ -	$ -	$ 40,000,000.00	$ -	$ 40,000,000.00
$ -	$ -	$ 80,900,351.00	$ -	$ 80,900,351.00
$ -	$ 1,174,412.00	$ 12,484,912.00	$ -	$ 12,484,912.00
$ -	$ -	$ 12,310,000.00	$ -	$ 12,310,000.00
$ -	$ -	$ 9,400,000.00	$ -	$ 9,400,000.00
$ -	$ -	$ 400,000.00	$ -	$ 400,000.00
$ -	$ -	$ 6,885,000.00	$ -	$ 6,885,000.00
$ -	$ -	$ 5,328,000.00	$ -	$ 5,328,000.00
$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
$ -	$ 1,000,000.00	$ 4,870,000.00	$ -	$ 4,870,000.00
$ -	$ 5,300,000.00	$ 17,500,000.00	$ 2,350,000.00	$ 19,850,000.00
$ -	$ -	$ 650,000.00	$ -	$ 650,000.00
$ -	$ 12,700,000.00	$ 20,950,000.00	$ 700,000.00	$ 21,650,000.00
$ -	$ 6,000,000.00	$ 17,000,000.00	$ -	$ 17,000,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ 8,200,000.00	$ 11,600,000.00	$ 2,000,000.00	$ 13,600,000.00
$ -	$ -	$ 7,200,000.00	$ -	$ 7,200,000.00
$ 10,000,000.00	$ 34,000,000.00	$ 45,100,000.00	$ -	$ 45,100,000.00
$ -	$ 1,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00
$ -	$ 2,251,050.00	$ 4,751,050.00	$ -	$ 4,751,050.00
$ -	$ 200,000.00	$ 4,000,000.00	$ 200,000.00	$ 4,200,000.00
$ -	$ 1,800,000.00	$ 8,000,000.00	$ -	$ 8,000,000.00
$ -	$ -	$ 600,000.00	$ -	$ 600,000.00
$ -	$ -	$ 120,000.00	$ -	$ 120,000.00
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ 1,400,000.00	$ -	$ 1,400,000.00
$ -	$ -	$ 760,000.00	$ -	$ 760,000.00
$ -	$ 1,000,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00
$ -	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00
$ -	$ 3,000,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00
$ -	$ 1,200,000.00	$ 1,200,000.00	$ 1,200,000.00	$ 2,400,000.00
$ -	$ 1,200,000.00	$ 2,400,000.00	$ -	$ 2,400,000.00
$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 5,000,000.00	$ -	$ 5,000,000.00
$ -	$ 1,200,000.00	$ 1,200,000.00	$ -	$ 1,200,000.00
$ -	$ 6,000,000.00	$ 6,000,000.00	$ -	$ 6,000,000.00
$ -	$ 1,500,000.00	$ 1,000,000.00	$ 500,000.00	$ 1,500,000.00
$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00
$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 3,000,000.00
$ -	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 3,000,000.00
$ 4,200,000.00	$ 8,400,000.00	$ -	$ 8,400,000.00	$ 8,400,000.00
$ -	$ 6,000,000.00	$ -	$ 6,000,000.00	$ 6,000,000.00
$ -	$ 150,000.00	$ 29,827,817.00	$ -	$ 29,827,817.00
$ 150,000.00	$ 2,600,000.00	$26,446,840.00	$ -	$ 26,446,840.00
$ -	$ -	$ 6,307,500.00	$ -	$ 6,307,500.00
$ -	$ 455,000.00	$ 2,455,000.00	$ -	$ 2,455,000.00
$ -	$ -	$ 2,275,000.00	$ -	$ 2,275,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ 700,000.00	$ 830,000.00	$ -	$ 830,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 1,650,000.00	$ -	$ 1,650,000.00
$ -	$ -	$ 3,060,951.00	$ -	$ 3,060,951.00
$ 5,700,000.00	$ 22,800,000.00	$ 70,400,000.00	$ -	$ 70,400,000.00
$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
$ -	$ 250,000.00	$ 5,751,490.00	$ -	$ 5,751,490.00
$ 24,950,000.00	$ 162,173,680.00	$ 617,751,828.00	$ 27,850,000.00	$ 645,601,828.00
$ -	$ 350,000.00	$ 31,400,000.00	$ -	$ 31,400,000.00
$ -	$ 3,500,000.00	$ 5,750,000.00	$ -	$ 5,750,000.00
$ -	$ -	$ 13,391,905.00	$ -	$ 13,391,905.00
$ -	$ -	$ 9,800,000.00	$ -	$ 9,800,000.00
$ -	$ -	$ 1,062,107.00	$ -	$ 1,062,107.00
$ -	$ -	$ 800,000.00	$ -	$ 800,000.00
$ -	$ -	$ 4,650,000.00	$ -	$ 4,650,000.00
$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
$ -	$ -	$ 2,600,000.00	$ -	$ 2,600,000.00
$ -	$ -	$ 2,400,000.00	$ -	$ 2,400,000.00
$ -	$ -	$ 5,500,000.00	$ -	$ 5,500,000.00
$ -	$ -	$ 3,668,000.00	$ -	$ 3,668,000.00
$ -	$ 500,000.00	$ 9,330,000.00	$ -	$ 9,330,000.00
$ -	$ -	$ 13,714,000.00	$ -	$ 13,714,000.00
$ 250,000.00	$ 750,000.00	$ 10,171,939.91	$ -	$ 10,171,939.91
$ -	$ 3,125,000.00	$ 13,437,000.00	$ 2,875,000.00	$ 16,312,000.00
$ -	$ -	$ 7,920,000.00	$ -	$ 7,920,000.00
$ -	$ -	$ 4,875,000.00	$ -	$ 4,875,000.00
$ -	$ -	$ 3,385,000.00	$ -	$ 3,385,000.00
$ -	$ 500,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00
$ -	$ 250,000.00	$ 5,800,000.00	$ -	$ 5,800,000.00
$ -	$ -	$ 1,700,000.00	$ -	$ 1,700,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ 250,000.00	$ 17,758,500.00	$ -	$ 17,758,500.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 225,000.00	$ -	$ 225,000.00
$ -	$ 625,000.00	$ 1,926,834.00	$ -	$ 1,926,834.00
$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
$ -	$ -	$ 125,000.00	$ -	$ 125,000.00
$ 2,000,000.00	$ 12,700,000.00	$ 22,950,000.00	$ -	$ 22,950,000.00
$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
$ -	$ 500,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00
$ -	$ -	$ 5,190,488.00	$ -	$ 5,190,488.00
$ -	$ -	$ 6,000,000.00	$ -	$ 6,000,000.00
$ -	$ -	$ 4,500,000.00	$ -	$ 4,500,000.00
$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00
$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00
$ 2,250,000.00	$ 28,050,000.00	$ 234,530,773.91	$ 2,875,000.00	$ 237,405,773.91
$ -	$ 500,000.00	$ 53,804,241.00	$ -	$ 53,804,241.00
$ -	$ 500,000.00	$ 53,804,241.00	$ -	$ 53,804,241.00
$ -	$ 9,000,000.00	$ 9,000,000.00	$ -	$ 9,000,000.00
$ -	$ 3,260,000.00	$ 3,260,000.00	$ -	$ 3,260,000.00
$ -	$ 200,000.00	$ 1,000,000.00	$ 3,859,583.00	$ 4,859,583.00
$ -	$ -	$ 1,200,000.00	$ 225,000.00	$ 1,425,000.00
$ -	$ 200,000.00	$ 950,000.00	$ -	$ 950,000.00
$ -	$ 3,600,000.00	$ 48,000,000.00	$ -	$ 48,000,000.00
$ -	$ -	$ 450,000.00	$ -	$ 450,000.00
$ -	$ 200,000.00	$ 600,000.00	$ -	$ 600,000.00
$ -	$ -	$ 10,200,000.00	$ -	$ 10,200,000.00
$ -	$ 1,500,000.00	$ 17,200,000.00	$ -	$ 17,200,000.00
$ -	$ -	$ 53,000,000.00	$ -	$ 53,000,000.00
$ 400,000.00	$ 1,600,000.00	$9,887,382.00	$ -	$ 9,887,382.00
$ -	$ 4,000,000.00	$ 15,600,000.00	$ -	$ 15,600,000.00
$ 850,000.00	$ 3,050,000.00	$ 13,341,342.00	$ -	$ 13,341,342.00
$ -	$ -	$ 450,000.00	$ -	$ 450,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 18,000,000.00	$ -	$ 18,000,000.00
$ -	$ 11,700,000.00	$92,909,379.00	$ -	$ 92,909,379.00
$ -	$ 4,600,000.00	$4,600,000.00	$ -	$ 4,600,000.00
$ -	$ -	$ 1,600,000.00	$ -	$ 1,600,000.00
$ 2,400,000.00	$ 14,000,000.00	$ 36,625,000.00	$ -	$ 36,625,000.00
$ -	$ 8,500,000.00	$ 10,800,000.00	$ -	$ 10,800,000.00
$ -	$ 9,000,000.00	$ 19,490,000.00	$ -	$ 19,490,000.00
$ -	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00
$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ 5,000,000.00	$ 7,500,000.00	$ -	$ 7,500,000.00
$ -	$ 600,000.00	$ 600,000.00	$ -	$ 600,000.00
$ 250,000.00	$ 1,500,000.00	$ 8,300,000.00	$ -	$ 8,300,000.00
$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
$ -	$ -	$ 2,900,000.00	$ -	$ 2,900,000.00
$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ 1,400,000.00	$ -	$ 1,400,000.00
$ -	$ 1,200,000.00	$ 1,200,000.00	$ -	$ 1,200,000.00
$ 250,000.00	$ 850,000.00	$ 1,250,000.00	$ -	$ 1,250,000.00
$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ 500,000.00	$ 2,000,000.00	$ 18,750,000.00	$ -	$ 18,750,000.00
$ -	$ -	$ 600,000.00	$ -	$ 600,000.00
$ -	$ -	$ 29,617,035.38	$ -	$ 29,617,035.38
$ 4,650,000.00	$ 86,560,000.00	$ 448,730,138.38	$ 4,084,583.00	$ 452,814,721.38
$ -	$ -	$ 5,900,000.00	$ -	$ 5,900,000.00
$ -	$ -	$ 6,280,000.00	$ -	$ 6,280,000.00
$ -	$ 627,750.00	$ 3,800,000.00	$ -	$ 3,800,000.00
$ -	$ 1,000,000.00	$ 1,750,000.00	$ -	$ 1,750,000.00
$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ -	$ 7,235,352.00	$ -	$ 7,235,352.00
$ -	$ -	$ 1,684,000.00	$ -	$ 1,684,000.00
$ -	$ -	$ 9,984,209.95	$ -	$ 9,984,209.95

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 4,560,000.00	$ -	$ 4,560,000.00
$ -	$ -	$ 4,950,000.00	$ -	$ 4,950,000.00
$ -	$ 1,500,000.00	$ 6,972,000.00	$ -	$ 6,972,000.00
$ -	$ -	$ 300,000.00	$ -	$ 300,000.00
$ -	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00
$ -	$ -	$ 4,250,000.00	$ -	$ 4,250,000.00
$ -	$ 12,650,000.00	$ 19,550,000.00	$ -	$ 19,550,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ 1,695,000.00	$ 7,705,000.00	$ -	$ 7,705,000.00
$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ -	$ 3,250,000.00	$ -	$ 3,250,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 1,700,000.00	$ -	$ 1,700,000.00
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ 3,000,000.00	$ -	$ 3,000,000.00
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ 750,000.00	$ -	$ 750,000.00
$ 1,000,000.00	$ 4,000,000.00	$ 11,000,000.00	$ -	$ 11,000,000.00
$ -	$ -	$ 11,050,000.00	$ -	$ 11,050,000.00
$ 22,500,000.00	$ 118,350,569.00	$339,000,569.00	$ -	$ 339,000,569.00
$ -	$ 1,000,000.00	$ 7,600,000.00	$ -	$ 7,600,000.00
$ -	$ 6,950,543.00	$ 61,917,539.00	$ -	$ 61,917,539.00
$ 23,500,000.00	$ 147,773,862.00	$ 535,188,669.95	$ -	$ 535,188,669.95
$ 100,000.00	$ 300,000.00	$ 1,750,000.00	$ -	$ 1,750,000.00
$ -	$ -	$ 10,897,000.00	$ -	$ 10,897,000.00
$ -	$ -	$ 15,000,000.00	$ -	$ 15,000,000.00
$ -	$ -	$ 2,600,000.00	$ -	$ 2,600,000.00
$ 500,000.00	$ 2,000,000.00	$ 7,300,000.00	$ -	$ 7,300,000.00
$ -	$ -	$ 3,515,000.00	$ -	$ 3,515,000.00
$ -	$ -	$ 4,145,000.00	$ -	$ 4,145,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 270,000.00	$ -	$ 270,000.00
$ -	$ 1,100,000.00	$ 50,000,000.00	$ -	$ 50,000,000.00
$ -	$ -	$ 6,477,475.00	$ -	$ 6,477,475.00
$ 1,000,000.00	$ 5,000,000.00	$ 15,650,000.00	$ -	$ 15,650,000.00
$ -	$ -	$ 2,050,000.00	$ -	$ 2,050,000.00
$ 500,000.00	$ 1,500,000.00	$ 4,450,000.00	$ -	$ 4,450,000.00
$ -	$ -	$ 1,635,000.00	$ -	$ 1,635,000.00
$ 500,000.00	$ 2,000,000.00	$ 14,205,000.00	$ -	$ 14,205,000.00
$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00
$ -	$ 2,500,000.00	$ 9,000,000.00	$ -	$ 9,000,000.00
$ -	$ -	$ 3,750,000.00	$ -	$ 3,750,000.00
$ -	$ 800,000.00	$ 5,500,000.00	$ -	$ 5,500,000.00
$ -	$ -	$ 3,000,000.00	$ -	$ 3,000,000.00
$ -	$ -	$ 6,250,000.00	$ -	$ 6,250,000.00
$ -	$ -	$ 750,000.00	$ -	$ 750,000.00
$ -	$ -	$ 715,000.00	$ -	$ 715,000.00
$ -	$ -	$ 180,000.00	$ -	$ 180,000.00
$ -	$ 300,000.00	$ 750,000.00	$ -	$ 750,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00
$ 750,000.00	$ 3,000,000.00	$ 6,600,000.00	$ -	$ 6,600,000.00
$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 15,830,000.00	$ -	$ 15,830,000.00
$ -	$ -	$ 6,494,904.00	$ -	$ 6,494,904.00
$ -	$ 3,300,000.00	$ 8,000,000.00	$ -	$ 8,000,000.00
$ 3,350,000.00	$ 22,300,000.00	$ 212,464,379.00	$ -	$ 212,464,379.00
$ 3,250,000.00	$ 13,000,000.00	$71,433,892.00	$ -	$ 71,433,892.00
$ 15,863,000.00	$ 47,589,000.00	$51,789,000.00	$ -	$ 51,789,000.00
$ 500,000.00	$ 2,500,000.00	$ 16,324,000.00	$ -	$ 16,324,000.00
$ -	$ -	$ 1,607,787.00	$ -	$ 1,607,787.00
$ -	$ -	$ 10,413,689.00	$ -	$ 10,413,689.00
$ -	$ -	$ 8,150,000.00	$ -	$ 8,150,000.00
$ -	$ 2,700,000.00	$ 7,872,000.00	$ -	$ 7,872,000.00
$ -	$ -	$ 5,242,500.00	$ -	$ 5,242,500.00
$ -	$ -	$ 7,860,000.00	$ -	$ 7,860,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 6,580,000.00	$ -	$ 6,580,000.00
$ -	$ -	$ 8,250,000.00	$ -	$ 8,250,000.00
$ -	$ -	$ 425,000.00	$ -	$ 425,000.00
$ -	$ -	$ 450,000.00	$ -	$ 450,000.00
$ -	$ -	$ 275,000.00	$ -	$ 275,000.00
$ -	$ 200,000.00	$ 400,000.00	$ -	$ 400,000.00
$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
$ -	$ -	$ 150,000.00	$ -	$ 150,000.00
$ -	$ -	$ 900,000.00	$ -	$ 900,000.00
$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
$ -	$ 3,300,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00
$ -	$ -	$ 1,425,000.00	$ -	$ 1,425,000.00
$ -	$ -	$ 1,450,800.00	$ -	$ 1,450,800.00
$ -	$ 500,000.00	$ 4,225,000.00	$ -	$ 4,225,000.00
$ -	$ -	$ 410,000.00	$ -	$ 410,000.00
$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
$ -	$ -	$ 15,917,066.00	$ -	$ 15,917,066.00
$ -	$ -	$ 26,126,946.00	$ -	$ 26,126,946.00
$ -	$ -	$ 7,368,000.00	$ -	$ 7,368,000.00
$ -	$ -	$ 6,189,000.00	$ -	$ 6,189,000.00
$ -	$ 150,000.00	$ 600,000.00	$ -	$ 600,000.00
$ -	$ -	$ 5,700,000.00	$ -	$ 5,700,000.00
$ 500,000.00	$ 2,000,000.00	$ 4,750,000.00	$ -	$ 4,750,000.00
$ -	$ -	$ 1,930,000.00	$ -	$ 1,930,000.00
$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
$ -	$ -	$ 2,080,000.00	$ -	$ 2,080,000.00
$ -	$ -	$ 2,080,000.00	$ -	$ 2,080,000.00
$ -	$ -	$ 2,094,000.00	$ -	$ 2,094,000.00
$ -	$ -	$ 800,000.00	$ -	$ 800,000.00
$ 20,113,000.00	$ 71,939,000.00	$ 289,018,680.00	$ -	$ 289,018,680.00
$ -	$ -	$ 2,030,000.00	$ -	$ 2,030,000.00
$ -	$ -	$ 2,125,500.00	$ -	$ 2,125,500.00
$ -	$ -	$ 2,027,500.00	$ -	$ 2,027,500.00
$ -	$ -	$ 2,120,000.00	$ -	$ 2,120,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 3,479,442.00	$ -	$ 3,479,442.00
$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
$ -	$ -	$ 1,002,000.00	$ -	$ 1,002,000.00
$ -	$ -	$ 5,000,000.00	$ -	$ 5,000,000.00
$ -	$ -	$ 5,806,500.00	$ -	$ 5,806,500.00
$ -	$ 2,700,000.00	$ 6,930,000.00	$ -	$ 6,930,000.00
$ -	$ -	$ 4,980,000.00	$ -	$ 4,980,000.00
$ -	$ 1,500,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00
$ -	$ -	$ 10,074,596.00	$ -	$ 10,074,596.00
$ -	$ -	$ 2,450,000.00	$ -	$ 2,450,000.00
$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
$ -	$ -	$ 8,100,000.00	$ -	$ 8,100,000.00
$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
$ -	$ -	$ 800,000.00	$ -	$ 800,000.00
$ 1,000,000.00	$ 7,000,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00
$ -	$ 85,000,000.00	$ 85,000,000.00	$ -	$ 85,000,000.00
$ 1,000,000.00	$ 96,200,000.00	$ 159,425,538.00	$ -	$ 159,425,538.00
$ 94,788,000.00	$ 699,296,338.00	$ 3,061,386,119.54	$ 34,809,583.00	$ 3,096,195,702.54
$ -	$ -	$ 121,400,000.00	$ -	$ 121,400,000.00
$ -	$ -	$ 76,760,795.00	$ -	$ 76,760,795.00
$ -	$ -	$ 198,160,795.00	$ -	$ 198,160,795.00
$ -	$ -	$ 198,160,795.00	$ -	$ 198,160,795.00
$ -	$ -	$ 6,760,000.00	$ -	$ 6,760,000.00
$ -	$ -	$ 14,959,931.00	$ -	$ 14,959,931.00
$ -	$ 15,000,000.00	$ 17,000,000.00	$ -	$ 17,000,000.00
$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
$ -	$ -	$ 3,250,000.00	$ -	$ 3,250,000.00
$ -	$ -	$ 4,741,406.00	$ -	$ 4,741,406.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 32,200,000.00	$ -	$ 32,200,000.00
$ -	$ -	$ 7,750,000.00	$ -	$ 7,750,000.00
$ -	$ -	$ 101,500,000.00	$ -	$ 101,500,000.00
$ -	$ 35,000,000.00	$ 57,250,000.00	$ -	$ 57,250,000.00
$ 250,000.00	$ 1,000,000.00	$ 5,950,000.00	$ -	$ 5,950,000.00
$ -	$ 500,000.00	$ 5,300,000.00	$ -	$ 5,300,000.00
$ 250,000.00	$ 51,500,000.00	$ 264,661,337.00	$ -	$ 264,661,337.00
$ -	$ -	$ 89,955,000.00	$ -	$ 89,955,000.00
$ -	$ 10,000,000.00	$ 50,000,000.00	$ -	$ 50,000,000.00
$ -	$ 500,000.00	$ 4,000,000.00	$ -	$ 4,000,000.00
$ 250,000.00	$ 1,000,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00
$ -	$ -	$ 10,798,734.00	$ -	$ 10,798,734.00
$ 10,000,000.00	$ 43,800,000.00	$ 99,955,000.00	$ -	$ 99,955,000.00
$ -	$ -	$ 6,711,449.00	$ -	$ 6,711,449.00
$ -	$ -	$ 31,300,000.00	$ -	$ 31,300,000.00
$ -	$ 12,500,000.00	$ 23,000,000.00	$ -	$ 23,000,000.00
$ 1,000,000.00	$ 3,250,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00
$ -	$ -	$ 350,745,000.00	$ -	$ 350,745,000.00
$ -	$ -	$ 468,726,221.00	$ -	$ 468,726,221.00
$ -	$ -	$ 150,000,000.00	$ -	$ 150,000,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ 3,500,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00
$ -	$ 5,000,000.00	$ 57,038,393.00	$ -	$ 57,038,393.00
$ -	$ -	$ 11,505,000.00	$ -	$ 11,505,000.00
$ -	$ 237,000.00	$ 28,986,719.00	$ -	$ 28,986,719.00
$ -	$ 380,836.00	$ 43,441,247.00	$ -	$ 43,441,247.00
$ -	$ -	$ 375,000.00	$ -	$ 375,000.00
$ -	$ -	$ 23,103,527.57	$ -	$ 23,103,527.57
$ -	$ -	$ 41,167,298.00	$ -	$ 41,167,298.00
$ -	$ 15,000,000.00	$ 79,726,523.00	$ -	$ 79,726,523.00
$ -	$ 35,250,000.00	$ 107,600,000.00	$ -	$ 107,600,000.00
$ 11,250,000.00	$ 130,417,836.00	$ 1,697,135,111.57	$ -	$ 1,697,135,111.57
$ -	$ -	$ 1,837,500.00	$ -	$ 1,837,500.00
$ -	$ -	$ 3,300,000.00	$ -	$ 3,300,000.00
$ -	$ -	$ 11,758,467.00	$ -	$ 11,758,467.00
$ -	$ 200,000.00	$ 1,275,000.00	$ -	$ 1,275,000.00
$ -	$ -	$ 600,000.00	$ -	$ 600,000.00
$ -	$ -	$ 150,000.00	$ -	$ 150,000.00
$ -	$ -	$ 10,501,641.00	$ -	$ 10,501,641.00
$ -	$ -	$ 4,500,000.00	$ -	$ 4,500,000.00
$ -	$ -	$ 8,945,000.00	$ -	$ 8,945,000.00

2019	FY2016-19	Previously Authorized	New Auth Required	Total Authorization
$ -	$ -	$ 1,125,000.00	$ -	$ 1,125,000.00
$ 1,000,000.00	$ 4,000,000.00	$12,128,628.00	$ -	$ 12,128,628.00
$ 1,000,000.00	$ 4,000,000.00	$15,484,878.00	$ -	$ 15,484,878.00
$ -	$ -	$ 1,600,000.00	$ -	$ 1,600,000.00
$ 250,000.00	$ 1,000,000.00	$ 6,961,449.00	$ -	$ 6,961,449.00
$ -	$ -	$ 650,000.00	$ -	$ 650,000.00
$ -	$ 15,000,000.00	$ 22,000,000.00	$ -	$ 22,000,000.00
$ -	$ -	$ 1,206,384.00	$ -	$ 1,206,384.00
$ -	$ -	$ 5,950,000.00	$ -	$ 5,950,000.00
$ -	$ -	$ 3,430,000.00	$ -	$ 3,430,000.00
$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
$ -	$ 260,000.00	$ 260,000.00	$ -	$ 260,000.00
$ 2,250,000.00	$ 24,460,000.00	$ 113,863,947.00	$ -	$ 113,863,947.00
$ 13,750,000.00	$ 206,377,836.00	$ 2,075,660,395.57	$ -	$ 2,075,660,395.57
$ -	$ -	$ 51,525,000.00	$ -	$ 51,525,000.00
$ -	$ -	$ 102,146,500.00	$ -	$ 102,146,500.00
$ -	$ -	$ 153,671,500.00	$ -	$ 153,671,500.00
$ -	$ -	$ 153,671,500.00	$ -	$ 153,671,500.00

ORDINANCE NO. 5-A – 2018

AN ORDINANCE to amend Ordinance No. 13-2016, adopting the Capital Budget for the year two thousand sixteen for the County of Nassau, corresponding to the first year of the four year Capital Plan, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

WHEREAS, on February 22, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Ordinance No. 13-2016 approved and adopted the Capital Budget (as amended, the "Capital Budget") of the County of Nassau for the fiscal year beginning January 1, 2016 and ending December 31, 2016; and

WHEREAS, on February 22, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Resolution No. 27-2016 approved and adopted the four-year Capital Plan for the County of Nassau for the fiscal year beginning January 1, 2016 (the "Capital Plan"); and

WHEREAS, pursuant to Section 310 of such County Government Law, the County Executive may propose, at any time subsequent to the passage of the ordinance approving the Capital Budget, an ordinance to amend the Capital Budget; and

WHEREAS, the County Executive, based upon a review of the Capital Budget priorities by the Nassau County Department of Public Works, proposes that the amounts described herein be authorized in the Capital Budget for certain projects as hereinafter set forth in Appendix A attached hereto and incorporated herein; and

WHEREAS, the Office of Management and Budget has recommended this amendment to the capital budget with respect to the amendment contained in this ordinance; now, therefore,

BE IT ORDAINED by County Legislature of the County of Nassau as follows:

Section 1. The Capital Budget, as adopted by Ordinance No. 13-2016, is amended as follows:

(i) under the column heading, "Parks", project title, "41829 – Various Parks Outdoor Lighting Rehabilitation", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$13,187,000", the amount listed under the column heading "Expenditures Through 2015", shall read "$13,072,581", the amount listed under the column heading "Carry Forward", shall read "$114,419", the amount listed under the column heading "2016 County Debt", shall read "$3,125,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$3,125,000;" and

(ii) under the column heading, "Infrastructure", project title, "70086 – NCC West/South Campus Parking Lot Rehab", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$14,550,000", the amount listed under the column heading "Expenditures Through 2015", shall read "$11,888,385", the amount listed under the column heading "Carry Forward", shall read "$2,661,615", the amount listed under the column heading "2016 County Debt", shall read "$1,475,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$1,475,000" and the amount listed under the column heading, "2016 TOTAL", shall read "$2,950,000;" and

(iii) under the column heading, "Infrastructure", project title, "70088 – NCC Renovation of Cluster C", the amount listed under the column heading "Cumulative Budget (Pre

2016 Budget)", shall read "$8,950,000", the amount listed under the column heading "Expenditures Through 2015", shall read "$2,335,130", the amount listed under the column heading "Carry Forward", shall read "$6,614,870", the amount listed under the column heading "2016 County Debt", shall read "$6,000,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$6,000,000" and the amount listed under the column heading, "2016 TOTAL", shall read "$12,000,000;" and

(iv) under the column heading, "Infrastructure", project title, "70092 – NCC Road and Parking Paving", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$5,400,000", the amount listed under the column heading "Expenditures Through 2015", shall read "$3,117,590", the amount listed under the column heading "Carry Forward", shall read "$2,282,410", the amount listed under the column heading "2016 County Debt", shall read "$3,100,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$3,100,000" and the amount listed under the column heading, "2016 TOTAL", shall read "$6,200,000;" and

(v) under the column heading, "Infrastructure", project title, "70094 – NCC Performing Arts Center", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$2,250,000", the amount listed under the column heading "Expenditures Through 2015", shall read "$186,390", the amount listed under the column heading "Carry Forward", shall read "$2,063,610", the amount listed under the column heading "2016 County Debt", shall read "$7,000,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County",

shall read “$7,000,000” and the amount listed under the column heading, “2016 TOTAL”, shall read “$14,000,000;” and

(vi) under the column heading, “Infrastructure”, project title, “70097 – NCC Elevator Restorations”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$4,000,000”, the amount listed under the column heading “Expenditures Through 2015”, shall read “$1,140,619”, the amount listed under the column heading “Carry Forward”, shall read “$2,859,381”, the amount listed under the column heading “2016 County Debt”, shall read “$0”, the amount listed under the column heading “2016 County Self-Funding”, shall read “$0”, the amount listed under the column heading “2016 Non-County”, shall read “$0” and the amount listed under the column heading, “2016 TOTAL”, shall read “$0;” and

(vii) under the column heading, “Infrastructure”, project title, “70105 – NCC Various Facility Upgrades Phase II”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$500,000”, the amount listed under the column heading “Expenditures Through 2015”, shall read “$0”, the amount listed under the column heading “Carry Forward”, shall read “$500,000”, the amount listed under the column heading “2016 County Debt”, shall read “$0”, the amount listed under the column heading “2016 County Self-Funding”, shall read “$0”, the amount listed under the column heading “2016 Non-County”, shall read “$0” and the amount listed under the column heading, “2016 TOTAL”, shall read “$0;” and

(viii) under the column heading, “Infrastructure”, project title, “70107 – NCC Concrete Repair”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$1,200,000”, the amount listed under the column heading “Expenditures Through 2015”, shall read “$0”, the amount listed under the column heading “Carry Forward”,

shall read “$1,200,000”, the amount listed under the column heading “2016 County Debt”, shall read “$0”, the amount listed under the column heading “2016 County Self-Funding”, shall read “$0”, the amount listed under the column heading “2016 Non-County”, shall read “$0” and the amount listed under the column heading, “2016 TOTAL”, shall read “$0;” and

(ix) under the column heading, “Infrastructure”, project title, “70114 – NCC Campus Building Systems Upgrades”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$0”, the amount listed under the column heading “Expenditures Through 2015”, shall read “$0”, the amount listed under the column heading “Carry Forward”, shall read “$0”, the amount listed under the column heading “2016 County Debt”, shall read “$500,000”, the amount listed under the column heading “2016 County Self-Funding”, shall read “$0”, the amount listed under the column heading “2016 Non-County”, shall read “$500,000” and the amount listed under the column heading, “2016 TOTAL”, shall read “$1,000,000;” and

(x) under the column heading, “Infrastructure”, project title, “70117 – NCC Campus Wide Rehab”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$0”, the amount listed under the column heading “Expenditures Through 2015”, shall read “$0”, the amount listed under the column heading “Carry Forward”, shall read “$0”, the amount listed under the column heading “2016 County Debt”, shall read “$0”, the amount listed under the column heading “2016 County Self-Funding”, shall read “$0”, the amount listed under the column heading “2016 Non-County”, shall read “$0” and the amount listed under the column heading, “2016 TOTAL”, shall read “$0;” and

(xi) under the column heading, “Infrastructure”, project title, “70118 – Food Service Rehab”, the amount listed under the column heading “Cumulative Budget (Pre 2016 Budget)”, shall read “$0”, the amount listed under the column heading “Expenditures Through

2015", shall read "$0", the amount listed under the column heading "Carry Forward", shall read "$0", the amount listed under the column heading "2016 County Debt", shall read "$0", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$0;" and

(xii) under the column heading, "Infrastructure", project title, "70120 – Tunnel Repair", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$0", the amount listed under the column heading "Expenditures Through 2015", shall read "$0", the amount listed under the column heading "Carry Forward", shall read "$0", the amount listed under the column heading "2016 County Debt", shall read "$0", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$0;" and

(xiii) under the column heading, "Infrastructure", project title, "70121 – Theater Building Renovation", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$0", the amount listed under the column heading "Expenditures Through 2015", shall read "$0", the amount listed under the column heading "Carry Forward", shall read "$0", the amount listed under the column heading "2016 County Debt", shall read "$0", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$0;" and

Section 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said

ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

Section 3. This ordinance shall take effect immediately.

APPENDIX A

ORDINANCE NO. 5–2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Headquarters Fund and a transfer of appropriations.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such sums have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 17, 2018 addressed to the County Legislature, has recommended the appropriation of such sums not otherwise appropriated and requested the simultaneous transfer of such sums between budgetary funds; and,

WHEREAS, this simultaneous supplemental appropriation and transfer of appropriations is within the scope of Section 307 of the County Government Law; and

WHEREAS, in order to accomplish the aforementioned supplemental appropriation, it is necessary that the simultaneous transfer of the subject sums between budgetary funds occur; and

WHEREAS, the simultaneous transfer and supplemental appropriation has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby a transfer of appropriations within the budget year 2017 which is known as BT-17000052 and will be as follows:

	CODE	DESCRIPTION	AMOUNT
FROM			
	GEN-AC-10-AA	COMM OF INVESTIGATIONS – SALARIES AND WAGES	100,000
	GEN-BU-10-HD	OFFICE OF MGMT AND BUDGET – DEBTS SERVICE CHARGEBACK	3,681,000
	GEN-BU-10-DE	OFFICE OF MGMT AND BUDGET – CONTRACTUAL EXPENSES	500,000
	GEN-CC-10-AC	NC/SHERIFF/CORRECTIONAL CENTER – WORKERS COMP	1,000,000
	GEN-AS-10-AA	ASSESSMENT DEPT. – SALARIES AND WAGES	300,000
	GEN-CC-10-AA	NC SHERIFF/CORRECTIONAL CENTER – SALARIES & WAGES	900,000
	GEN-SS-63-SS	SOCIAL SERVICES – RECIPIENT GRANTS	500,000
	GEN-SS-73-XX	SOCIAL SERVICES – MEDICAID	1,800,000
	GEN-SS-70-SS	SOCIAL SERVICES – RECIPIENT GRANTS	300,000
	GEN-SS-60-SS	SOCIAL SERVICES – RECIPIENT GRANTS	1,000,000
	GEN-CS-10-AA	CIVIL SERVICE COMMISSION – SALARIES AND WAGES	500,000
	GEN-ME-10-AA	MEDICAL EXAMINER – SALARIES AND WAGES	150,000
	GEN-HE-10-AA	HEALTH DEPARTMENT – SALARIES AND WAGES	150,000
	SSW-PW-50-DE	SEWER & STORM WATER DISTRICT – CONTRACTUAL EXPENSES	600,000
	GEN-PW-03-AA	DEPT. OF PUBLIC WORKS – SALARIES AND WAGES	255,083
	TOTAL		**11,736,083**
TO			
	GEN-BU-10-LH	OFFICE OF MANAGEMENT & BUDGET – TRANSFER TO PDH	10,000,000
	SSW-PW-50-AA	SEWER & STORM WATER DISTRICT – SALARIES AND WAGES	600,000
	GEN-AR-10-AA	ASSESSEMENT REVIEW COMMISSION – SALARIES AND WAGES	18,000
	GEN-CC-20-AA	NC/SHERIFF/CORRECTIONAL CENTER – SALARIES AND WAGES	210,000
	GEN-CE-10-AA	COUNTY EXECUTIVE OFFICE – SALARIES AND WAGES	360,000
	GEN-CF-10-AA	OFFICE OF CONSTITUENT AFFAIRS – SALARIES AND WAGES	66,000
	GEN-HS-10-AA	DEPT. OF HUMAN SERVICES – SALARIES AND WAGES	165,000
	GEN-PK-10-AA	PARKS, RECREATION AND MUSEUMS – SALARIES AND WAGES	62,000
	GEN-PW-01-AA	DEPT. OF PUBLIC WORKS – SALARIES AND WAGES	107,930
	GEN-PW-06-AA	DEPT. OF PUBLIC WORKS – SALARIES AND WAGES	147,153
	TOTAL		**11,736,083**

§ 2. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
10,000,000	General Fund – Interfund Account in the Police Headquarters	PDH	PD	AA	10,000,000

§3. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 5. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 6 - 2018

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $3,125,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 41829 – Various Parks Outdoor Lighting Rehab, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $3,125,000 which shall be financed with the proceeds from the issuance of $3,125,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $3,125,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such class of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $3,125,000. The plan of financing includes $3,125,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $3,125,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 19(c) of paragraph a. of Section 11.00 of the Law, is 15 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action within the meaning of Section 617.5(c)(2) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 7 - 2018

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 41858 – County Pools Improvements and Code Compliance, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $500,000 which shall be financed with the proceeds from the issuance of $500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such class of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes $500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $500,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 61 of paragraph a. of Section 11.00 of the Law, is 15 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action within the meaning of Section 617.5(c)(2) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 8- 2018

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,768,010 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 70092 – NCC Road & Parking Paving, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $2,768,010 which shall be financed with the proceeds from the issuance of $2,768,010 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $2,768,010 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such class of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $2,768,010. The plan of financing includes $2,768,010 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $2,768,010 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 20(b),(f) of paragraph a. of Section 11.00 of the Law, is 10 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action within the meaning of Section 617.5(c)(4) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 9 - 2018

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $600,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 70097 – NCC Elevator Rehab, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $600,000 which shall be financed with the proceeds from the issuance of $600,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $600,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such class of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $600,000. The plan of financing includes $600,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $600,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 13 of paragraph a. of Section 11.00 of the Law, is 10 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action within the meaning of Section 617.5(c)(2)(18) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 10- 2018

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT(S) IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding project(s) contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of Project 41861 – Various Parks Buildings Infrastructure Improvements, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $500,000 which shall be financed with the proceeds from the issuance of $500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the

"LFL") in order to finance such class of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes $500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the period of probable usefulness of the Purpose for which said $500,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 12(a)(2) of paragraph a. of Section 11.00 of the Law, is 15 years.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the Purpose identified herein is a Type II action within the meaning of Section 617.5(c)(2) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. 11 –2018

AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY.

WHEREAS, Section 1262-e of the New York Tax Law, as amended by Chapter 61 of the Laws of 2017, extends the Local Government Assistance Program in the County of Nassau through the calendar year beginning on January 1, 2018; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. For the calendar year 2018, there shall be paid to the several towns and two cities of the County of Nassau pursuant to subdivision a of section 2 of Local Law No. 18-1984 as last amended by Local Law No. 9-2017 and as incorporated in chapter 4 of title 9 of the Miscellaneous Laws of Nassau County, the following sums:

Town of Hempstead	$39,257,685
Town of Oyster Bay	$15,800,522
Town of North Hempstead	$11,415,355
City of Long Beach	$1,809,751
City of Glen Cove	$ 1,322,511

§ 2. The sums set forth in section 1 of this ordinance shall be subject to adjustment on a quarterly basis to reflect the actual sales and use tax revenues received by the County of Nassau from one-third of the three-quarters percent additional rate of such taxes and shall be paid to the cities and towns in four equal payments, as follows:

1st payment – April 30, 2018;

2nd payment – July 31, 2018;

3rd payment – October 30, 2018;

4th payment – January 29, 2019.

§ 3. For the calendar year of 2018, there shall be paid to the villages of the County of Nassau pursuant to subdivision d of section 2 of Local Law No. 18-1984 as last amended by Local Law No. 9-2017 and as incorporated in chapter 4 of title 9 of the Miscellaneous Laws of Nassau County, the following sums:

Atlantic Beach	$5,254	Baxter Estates	$2,776
Bayville	$18,530	Bellerose	$3,315
Brookville	$9,628	Cedarhurst	$18,316
Centre Island	$1,139	Cove Neck	$795
East Hills	$19,325	East Rockaway	$27,280
East Williston	$7,102	Farmingdale	$22,753
Floral Park	$44,076	Flower Hill	$12,962
Freeport	$119,088	Garden City	$62,159
Great Neck	$27,755	Great Neck Est.	$7,672
Great Neck Plaza	$18,636	Hempstead	$149,738
Hewlett Bay Park	$1,123	Hewlett Harbor	$3,509
Hewlett Neck	$1,236	Island Park	$12,934
Kensington	$3,226	Kings Point	$13,907
Lake Success	$8,152	Lattingtown	$4,832
Laurel Hollow	$5,424	Lawrence	$18,013
Lynbrook	$53,979	Malverne	$23,656
Manorhaven	$18,216	Massapequa Park	$47,257
Matinecock	$2,251	Mill Neck	$2,770
Mineola	$52,234	Munsey Park	$7,483
Muttontown	$9,717	New Hyde Park	$26,985
North Hills	$14,101	Old Brookville	$5,929
Old Westbury	$12,979	Oyster Bay Cove	$6,104
Plandome	$3,748	Plandome Hts.	$2,792
Plandome Manor	$2,423	Pt. Washington North	$8,763
Rockville Ctre.	$66,749	Roslyn	$7,697
Roslyn Estates	$3,476	Roslyn Harbor	$2,920
Russell Gardens	$2,626	Saddle Rock	$2,306
Sands Point	$7,433	Sea Cliff	$13,879
S. Floral Park	$4,901	Stewart Manor	$5,268
Thomaston	$7,271	Upper Brookville	$4,718
Valley Stream	$104,225	Westbury	$42,084
Williston Park	$20,247	Woodsburgh	$2,162

§ 4. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 12 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 18, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
20,000	New York State Division of Criminal Justice Services	GRT	PD	AA	20,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 13–2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 18, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
145,869	New York State Division of Criminal Justice Services	GRT	PD	AA	143,000
		GRT	PD	DD	2,869

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 14 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Office of Forensic Services (Crime Lab).

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 31, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
23,275	New York State Division of Criminal Justice Services	GRT	ME	DD	23,275

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 16 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Office of Forensic Services (Crime Lab).

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 31, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
179,627	National Institute of Justice	GRT	ME	AA	43,919
		GRT	ME	AB	3,360
		GRT	ME	DD	132,348

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 17 - 2018

AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE AN AMENDMENT TO AMENDED AND RESTATED COLISEUM LEASE, BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND NASSAU EVENTS CENTER, LLC, AS TENANT, OF CERTAIN PREMISES LOCATED IN UNIONDALE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 44, BLOCK F, LOTS 351 AND 410 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, pursuant to Ordinance No. 134-2013 the County of Nassau (the "County") leases to Nassau Events Center, LLC ("Tenant") the above-described property (hereinafter, the "Premises") pursuant to a Lease Agreement originally made between County of Nassau, as landlord, and Nassau Events Center, LLC, as tenant, executed by the County as of October 30, 2013, as amended pursuant to Ordinance No. 32-2015 by that certain First Amendment to Lease dated as of April 27, 2015, and as further amended pursuant to Ordinance No. 125-A-2015 by that certain Second Amendment to Lease dated as of October 16, 2015 (collectively, the "Lease");

WHEREAS, pursuant to the terms of the Lease, the County severed the Lease into two (2) separate leases for portions of the Premises: (i) an Amended and Restated Coliseum Lease dated as of July 30, 2015 (the "Amended and Restated Coliseum Lease") by and between the County and Nassau Events Center, LLC; and (ii) and an Amended and Restated Plaza Lease dated as of July 30, 2015 by and between the County and NEC Plaza, LLC;

WHEREAS, the County and Tenant desire to enter into an amendment to the Amended and Restated Coliseum Lease, such amendment entitled, "First Amendment to Amended and Restated Coliseum Lease" (the "Amendment"), to facilitate the return of the New York Islanders NHL hockey team to the NYCB LIVE Nassau Veterans Memorial Coliseum (the "Coliseum") by modifying (i) the AHL Team requirement and (ii) the Enhanced Minimum Rent provisions; all as is set forth in the Amendment, a copy of which is on file in the office of the Clerk of the Nassau County Legislature; and

WHEREAS, as a result of the Amendment, there is no change to the Legislature's SEQRA review and Determination of Non-Significance made in Ordinance No. 134-2013; now, therefore,

BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive is hereby authorized to execute, on behalf of the County of Nassau, the Amendment, and to execute any and all other instruments and to take such other action as is necessary to effectuate and carry out the purposes of the Amendment.

2. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 15 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Health Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 31, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
302,000	New York State Department of Health	GRT	HE	AA	198,387
		GRT	HE	AB	96,564
		GRT	HE	DD	4,000
		GRT	HE	HH	3,049

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

FEBRUARY 26, 2018 1:00 PM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
81-18	**CE**	**R**	**ORDINANCE NO. -2018** AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE AN AMENDMENT TO AMENDED AND RESTATED COLISEUM LEASE, BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND NASSAU EVENTS CENTER, LLC, AS TENANT, OF CERTAIN PREMISES LOCATED IN UNIONDALE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 44, BLOCK F, LOTS 351 AND 410 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH. 81-18(CE)
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	**LE**	**R**	**PROPOSED LOCAL LAW NO. – 2018** A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
E-2-18	**PW**	**R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

FEBRUARY 26, 2018 1:00 PM
RECONVENED ON MARCH 5, 2018 11:00AM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
E-24-18	**AS**	**R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND SMITH VALUATION SERVICES, INC. DBA STANDARD VALUATION SERVICES. E-24-18.
E-25-18	**AS**	**R**	**RESOLUTION NO. -2018** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND MICHAEL HABERMAN ASSOCIATES, INC. E-25-18.

E-24-18

NIFS ID:CLAS18000001 Department: Assessment

Capital: X

SERVICE: Contract Amendment

Contract ID #:CFAS15000002 NIFS Entry Date: 14-FEB-18 Term: from 01-MAR-18 to 31-DEC-18

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Smith Valuation Services Inc.**	Vendor ID#: **112971981**
Address: 27 East Jericho Tpke. Mineola, NY 11501	Contact Person: Matt Smith
	Phone: 516-248-6922

Department:
Contact Name: Steve Corte
Address: 240 Old Country Rd. Mineola, NY 11501
Phone: 516-571-3432

Routing Slip

Department	**NIFS Entry: X**	**15-FEB-18 -- ADELLAQUILA**
Department	**NIFS Approval: X**	**16-FEB-18 -- JDAVIS**
DPW	**Capital Fund Approved: X**	**16-FEB-18 -- CYANSICK**
OMB	**NIFA Approval: X**	**16-FEB-18 -- APERSICH**
OMB	**NIFS Approval: X**	**16-FEB-18 -- JNOGID**
County Atty.	**Insurance Verification: X**	**16-FEB-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-FEB-18 -- DGREGWARE**
Dep. CE	**Approval: X**	**16-FEB-18 -- MPAGE**

Leg. Affairs	Approval/Review: X	16-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The broken and unequal assessment system in Nassau County has not only impacted the residents of Nassau County, but also affects the County¿s ability to stabilize its finances and balance its budget. Due to the freezing of the tax rolls by the previous administration in 2011 to an assessment system that had not been updated since 2009, Nassau County has not provided a fair and accurate assessment in almost a decade. The current administration¿s analysis has revealed that residential and commercial assessment challenges have shifted the tax burden by $1.7 billion over the past seven years. Those with the ability to annually grieve their property assessment benefit from the broken system, and those that do not watch their taxes artificially rise. The County has been forced to settle a massive number of tax grievances due to the outdated assessment roll.

Michael Haberman Associates, Inc. and Standard Valuation Services (collectively, ¿Contractors¿) had previously been retained by the County to complete a systematic review of the County¿s assessment system. This has been a good start; however, more work needs to be done. To fix this broken system, the Department of Assessment must be able to provide fair and accurate assessments in compliance with all applicable standards and best practices, including a review by the New York State Office of Real Property Tax Services. Therefore, the County now desires to engage these Contractors to assist the County in producing updated market values that can be utilized for the January 1, 2019 tentative assessment roll. The only way to continue this work in a timely fashion is to amend these contracts.

Method of Procurement: The contract was originally executed by Nassau County on November 24, 2015. This is an amendment to the original contract. The original contract authorized the Contractor to perform a systematic review of the County¿s assessment system for class 1, class 3, and the utility component of class 4 parcels. In accordance with Section 3(a)(4) of the original contract, the scope of services is being amended and expanded to assist the County in producing market values for class 1, class 3, and the utility component of class 4 parcels for the January 1, 2019 tentative assessment roll. The Contractor is also now tasked with additional parcels, known as Economic Units, that were originally not part of the original scope of services. This is a logical extension of the original contracted services since the Contractor will be using their previously completed systematic review to perform additional maintenance of the systematic review program to produce market values for the tentative roll. Also, the Economic Units work was part of the Contractor¿s original proposal, was excluded from the original scope of services, and is now being added under this amendment. Lastly, the fees charged under this amendment are consistent with the fees charged under the original contract.

Procurement History: The original contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 8, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor; Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor; Mary Brower, Real Property Appraising-Assessing Supervisor; Randy Yunker, Community Service Representative; and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking, the two highest-ranking proposers were selected by property class.

Description of General Provisions: The Contractor shall perform the following services to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll: (1) maintenance of the systematic review program; and (2) undergo a systematic review and analysis of ¿Economic Units.¿
Impact on Funding / Price Analysis: Funding will be from the appropriate Capital Project, pending bond ordinance approval.
Change in Contract from Prior Procurement: $1,142,000 increase
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	pwcap
Control:	**cap**
Resp:	**97532**
Object:	**0003**
Transaction:	
Project #:	**97532**
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **0.00**

LINE	INDEX/OBJECT CODE	AMOUNT
	pwcapcap	$ 1,142,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 1,142,000.00

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Smith Valuation Services Inc.

2. Dollar amount requiring NIFA approval: $1142000

Amount to be encumbered: $1142000

This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12/31/2018

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN) Grant Fund (GRT)
X Capital Improvement Fund (CAP) Federal % 0
Other State % 0
County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contract extension for additional time and services. Contractor is also now tasked with additional parcels, known as Economic Units, that were originally not part of the original scope of services. Contractor will be using their previously completed systematic review to perform additional maintenance of the systematic review program to produce market values for the tentative roll.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

APERSICH 16-FEB-18

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND SMITH VALUATION SERVICES, INC. DBA STANDARD VALUATION SERVICES

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services.

NIFS# CLAS18000001

Jack Schnirman
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Smith Valuation Services, Inc. DBA Standard Valuation Services

CONTRACTOR ADDRESS: 27 East Jericho Turnpike, Mineola, New York 11501

FEDERAL TAX ID #: 112971981

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 24, 2015. This is an amendment to the original contract. The original contract authorized the Contractor to perform a systematic review of the County's assessment system for class 1, class 3, and the utility component of class 4 parcels. In accordance with Section 3(a)(4) of the original contract, the scope of services is being amended and expanded to assist the County in producing market values for class 1, class 3, and the utility component of class 4 parcels for the January 1, 2019 tentative assessment roll. The Contractor is also now tasked with additional parcels, known as Economic Units, that were originally not part of the original scope of services. This is a logical extension of the original contracted services since the Contractor will be using their previously completed systematic review to perform additional maintenance of the systematic review program to produce market values for the tentative roll. Also, the Economic Units work was part of the Contractor's original proposal, was excluded from the original scope of services, and is now being added under this amendment. Lastly, the fees charged under this amendment are consistent with the fees charged under the original contract. The original contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 8, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor; Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor; Mary Brower, Real Property Appraising-Assessing Supervisor; Randy Yunker, Community Service Representative; and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking, the two highest-ranking proposers were selected by property class.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. X Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/14/18

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Yes - Please see attached list

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Standard Valuation Services

Dated: February 14, 2018

Signed:

Print Name: Andrew W. Albro

Title: Vice President

S V S
STANDARD
VALUATION SERVICES

Corporate Headquarters
27 East Jericho Tpke
Mineola, NY 11501
T 516.248.6922 | F 516.742.4365

Principals
Matthew L. Smith, MAI, SRA, MRICS[†,*]
Andrew W. Albro, MAI, MRICS[†]
Joanne E. Smith, MAI[†]

Partners
Albert Babino, SRA[†]
Ronald Camilleri, MAI[†]
Neal D. Peysner, SRA[†]
Robert Reed, SRA[†]
Robert J. Studwell, MAI[†]

[†]NYS Certified General RE Appraiser
[*]CT Certified General Real Estate Appraiser

Senior Associates
David Bahr[†]
Matthew Busch[†]
Kate Chapman
Wayne Covington[†]
Gregory D'Esposito[†]
Matthew Holtz[†]
Scott Shore[†]

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE

Friends of Kevan Abrahams

Friends of Rose Walker

Citizens for Santino

Elaine Phillips for Senate

Maureen O'Connell for County Clerk

Elizabeth Fox Mcdonough for District Court

Friends of Ed Ra

We Want Wayne Wink

Citizens for Nicolello

Friends of Dr. Marc Herman

Friends of Eileen Daly-Sapraicone

Jack Schnirman for Nassau

Kaminsky 2018

Friends of George Maragos

Friends of Ursula Babino

Martins for Nassau

Laura Curran 2017

Cipolla for New York

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Standard Valuation Services

   Address: 27 East Jericho Turnpike

   City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp S- Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Matthew L. Smith - President - 3 Fathers Court - Dix Hills, NY

Andrew W. Albro - Vice President - 269 Roselle St - Mineola, NY

Joanne E. Smith - Secretary - 3 Fathers Court - Dix Hills, NY

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Matthew L. SMith - President - 3 Fathers Court - Dix Hills, NY

Andrew W. Albro - Vice President - 269 Roselle St - Mineola, NY

Joanne E. Smith - Secretary - 3 Fathers Court - Dix Hills, NY

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Matthew Smith is also the president of Smith & Drake Realty - D/B/A Smith & DeGroat Real Estate.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

McBride Consulting & Business Development Group

666 Old Country Road - Suite 104

Garden City, NY 11530

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Real Estate Issues

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NYS - Suffolk County

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 02/06/18

Signed: _____

Print Name: Andrew W. Albro

Title: Executive Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

MKBS MANAGEMENT CORP. DBA MCBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP
666 OLD COUNTRY RD. STE 104
GARDEN CITY, NY 11530
631-745-9000
ROBERT MCBRIDE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NYS
SUFFOLK COUNTY

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

STANDARD VALUATION SERVICES
27 EAST JERICHO TPKE
MINEOLA, NY 11501
516-248-6922

SMITH & DEGROAT REAL ESTATE
27 EAST JERICHO TPKE
MINEOLA, NY 11501
516-248-6905

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

REAL ESTATE ISSUES

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

COUNTY LEGISLATURE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

ALL OF THE ABOVE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1/11/18

Signed: _____

Print Name: ROBERT McBRIDE

Title: PRESIDENT/CEO

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

January 1, 2018

VIA FEDERAL EXPRESS

Mr. Matthew Smith
President
Standard Valuation Services
27 East Jericho Tpke
Mineola, NY 11501

Dear Mr. Smith:

This Agreement is between Standard Valuation Services ("Client") and MKBS Management Corp. DBA McBride Consulting & Business Development Group ("Consultant") and relates to lobbying services rendered by Consultant on behalf of Client with respect to certain legislative matters pending before the Executive, Legislative and Administrative branches of the County of Nassau, State of New York and its political subdivisions. Client hereby expressly authorizes Consultant to engage in lobbying activity before the above referenced branches of government during the effective term of this Agreement.

The term of this Agreement shall commence as of January 1, 2018 and shall continue until December 31, 2018. This term may be extended pursuant to the mutual written agreement of the parties.

In consideration of such aforementioned lobbying services to be rendered, Client shall pay to Consultant $2500 per month, due and payable on the 1st day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Client which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or itself any such information so long as such information is treated as secret or confidential by Client.

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

Lobbying Services Agreement
January 1, 2018
Page 2

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Standard Valuation Services
27 East Jericho Tpke
Mineola, NY 11501

By: _____
Matthew Smith
President

Date: 12/26/17

MKBS Management Corp. DBA

McBride Consulting & Business
Development Group
666 Old Country Road, Ste 104
Garden City, NY 11530

By: _____
Robert McBride
President & CEO

Date: 12/21/17

January 1, 2018

VIA FEDERAL EXPRESS

Mr. Matthew Smith
President
Smith & Degroat Real Estate
27 East Jericho Tpke
Mineola, NY 11501

Dear Mr. Smith:

This Agreement is between Smith & Degroat Real Estate ("Client") and MKBS Management Corp. DBA McBride Consulting & Business Development Group ("Consultant") and relates to lobbying services rendered by Consultant on behalf of Client with respect to certain legislative matters pending before the Executive, Legislative and Administrative branches of the County of Nassau, State of New York and its political subdivisions. Client hereby expressly authorizes Consultant to engage in lobbying activity before the above referenced branches of government during the effective term of this Agreement.

The term of this Agreement shall commence as of January 1, 2018 and shall continue until December 31, 2018. This term may be extended pursuant to the mutual written agreement of the parties.

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This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

Lobbying Services Agreement
January 1, 2018
Page 2

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Smith & Degroat Real Estate
27 East Jericho Tpke
Mineola, NY 11501

By: _____
Matthew Smith
President

Date: 12/26/17

MKBS Management Corp. DBA

McBride Consulting & Business
Development Group
666 Old Country Road, Ste 104
Garden City, NY 11530

By: _____
Robert McBride
President & CEO

Date: 12/21/17

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Andrew W. Albro

   Date of birth 01 / 05 / 64

   Home address 269 Roselle Street

   City/state/zip Mineola, NY 11501

   Business address 27 East Jericho Turnpike

   City/state/zip Mineola, NY 11501

   Telephone 516-248-6922

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President 11/ 12/ 06 _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. I hold 25% ownership.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X ; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Andrew W. Albro, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of February 2018

Notary Public

MARTIN I. SCHACKNER
Notary Public, State of New York
No. 01SC4773475
Qualified in Suffolk County
Commission Expires, May 31, 2018

Standard Valuation Services
Name of submitting business

Andrew W. Albro
Print name

Signature

Vice President
Title

02 / 06 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Joanne E. Smith

   Date of birth 03 / 08 / 62

   Home address 3 Fathers Court

   City/state/zip Dix Hills, NY 11746

   Business address 27 East Jericho Turnpike

   City/state/zip Mineola, NY 11501

   Telephone 516-248-6922

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary 06 / 01 / 89

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President 06 / 01 / 89 - 10/02/06 ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. I hold 51% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO _X_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _X_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joanne E. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of February 20 18

Notary Public

MARTIN I. SCHACKNER
Notary Public, State of New York
No. 01SC4773475
Qualified in Suffolk County
Commission Expires, May 31, 20 18

Standard Valuation Services
Name of submitting business

Joanne E. Smith
Print name

Joanne E. Smith
Signature

Secretary
Title

02 / 06 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Matthew L. Smith

   Date of birth 11 / 19 / 62

   Home address 3 Fathers Court

   City/state/zip Dix Hills, NY 11746

   Business address 27 East Jericho Turnpike

   City/state/zip Mineola, NY 11501

   Telephone 516-248-6922

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 06 / 01 / 89 Treasurer 06 / 01 / 89

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES X NO ___ If Yes, provide details. I hold 24% Ownership.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

   Matthew Smith is the President of Smith & Drake Realty - D/B/A Smith & DeGroat Real Estate

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. S&D Real estate have a Mitchel Field Veteran Community Contract, Landmark Properties Contract and NC Real Estate Asset contract.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of February 2018

Notary Public

MARTIN I. SCHACKNER
Notary Public, State of New York
No. 01SC4773475
Qualified in Suffolk County
Commission Expires, May 31, 2018

Standard Valuation Services
Name of submitting business

Matthew L. Smith
Print name

Signature

President
Title

02 / 06 / 2018
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 6, 2018

1) Proposer's Legal Name: Smith Valuation Services Inc.

2) Address of Place of Business: 27 East Jericho Tpke - Mineola, NY 11501

List all other business addresses used within last five years:
888 Veterans Mem Hwy-Hauppauge,NY - 315 W. 36th Street, NYC

3) Mailing Address (if different): _____

Phone : 516-248-6922

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 613494954

5) Federal I.D. Number: 11-2971981

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Smith & DeGroat Real Estate rents part of the lower level of the building.

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Matthew Smith is the President of Smith & Drake Realty - D/B/A Smith & DeGroat Real Estate

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

should our company feel that a possible conflict has come up, we would notify the County immediately to discuss and seek guidance.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; June 1, 1989

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See Attached

iii) Name, address and position of all officers and directors of the company; Same as ii

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 32

vi) Annual revenue of firm; $5,600,000

vii) Summary of relevant accomplishments See Attached

viii) Copies of all state and local licenses and permits. Attached

B. Indicate number of years in business. 25

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Spellman Rice Gibbons Polizzi & Truncale, LLP

Contact Person Benjamin J. Truncale, Jr., Esq.

Address 229 Seventh Street - Suite 100

City/State Garden City, NY 11530

Telephone (516) 592-6813

Fax # (516) 742-1305

E-Mail Address btruncale@spellmanlaw.com

Company Office of the Nassau County Attorney

Contact Person Martin E. Valk, Esq.-Bureau Chief-Assessment Litigation

Address 1 West STreet - Room 237A

City/State Mineola, NY 11501

Telephone (516) 571-3117

Fax #

E-Mail Address Mvalk@nassaucountyny.gov

Company Incorporated Village of Hempstead

Contact Person Keisha N. Marshall - Deputy Village Attorney

Address 99 Nichols Court

City/State Hempstead, NY 11551

Telephone (516) 489-3400 ext. 339

Fax #

E-Mail Address Kmarshall@villageofhempsteadny.gov

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Andrew W. Albro, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of February 20 18

Notary Public

MARTIN I. SCHACKNER
Notary Public, State of New York
No. 01SC4773475
Qualified in Suffolk County
Commission Expires May 31, 20 18

Name of submitting business: Standard Valuation Services

By: Andrew W. Albro
Print name

Signature

Vice President
Title

02 / 06 / 2018
Date

Standard Valuation Services – Business History additional pages.

A)

ii. Matthew L. Smith – President – 3 Fathers Court, Dix Hills, NY – 24% share
Andrew W. Albro – Vice President – 269 Roselle St., Mineola, NY – 25% share
Joanne E. Smith – Secretary – 3 Fathers Court, Dix Hills, NY – 51% share

iii. Same as above

vii. Standard Valuation Services has eighteen (18) NYS certified appraisers, including nine (9) designated with the Appraisal Institute, that have experience in preparing commercial and residential tax certiorari appraisals for Nassau County.

Our appraisals have encompassed all types of real property, from Roosevelt Field Mall to Gold Coast residential estates, to hotels and assisted living facilities. We have the depth of staffing and breadth of specialized experience to assign the most qualified expert to each appraisal, or to form a valuation team to tackle the most difficult of assignments within what are frequently very narrow time frames.

Our sizable and highly diverse valuation practice includes the appraisal of all types of properties for many non-tax certiorari assignments/clients, which provides invaluable "real world" insights and access to the market data that is critical – and often lacking – in the tax certiorari arena. Examples include financing and transactional appraisals, construction projects, and property damages cases such as instances of environmental contamination.

The principals of the firm – Matthew Smith and Andrew Albro – are deeply involved in the valuation process and interaction with the County. However, we are proud to have a staff of highly competent valuation professionals that are empowered to and capable of high-level interaction with representatives of Nassau County. This ensures that prompt responses to requests for expedited appraisals, pre-appraisal and pre-trial conferences, settlement analyses, and trial preparation.

Standard Valuation Services offers highly skilled and effective expert witnesses that are familiar and comfortable with the courtroom environment. Both principals of the firm, Matthew Smith and Andrew Albro have extensive experience and success in tax certiorari litigation in Nassau County and other venues including New York City. Where necessary and appropriate, other recognized expert witnesses are available, including Neal Peysner, SRA; Robert Reed, SRA; Albert Babino, SRA; Robert Studwell, MAI, SRA; and Ronald Camilleri, MAI.

Both Mr. Smith and Mr. Albro have earned the respect of both the Court and petitioner's counsel, having effectively represented the County in such high profile cases as the Roosevelt Field Mall. Both have demonstrated their ability to clearly communicate and explain complicated valuation matters, and to offer incisive critiques of adversaries' appraisals to assist the County in effective witness examination.
SVS fully understands the complexities of the Nassau County Assessment system having completed projects for various County departments over the past twenty (20) years. These projects include, but are not limited to, Small Claims Assessment Review projects (SCAR), Tax Certiorari Litigation and Support for the County Attorney's Office, support and appraisal services for the Assessment Review Commission (ARC) and real estate appraisal services for Nassau County's Division of Real Estate Services.

Viii Pages following

C) Each of the three principals has extensive experience in both residential and commercial appraising, including twenty-five (25) years of appraising throughout the region.

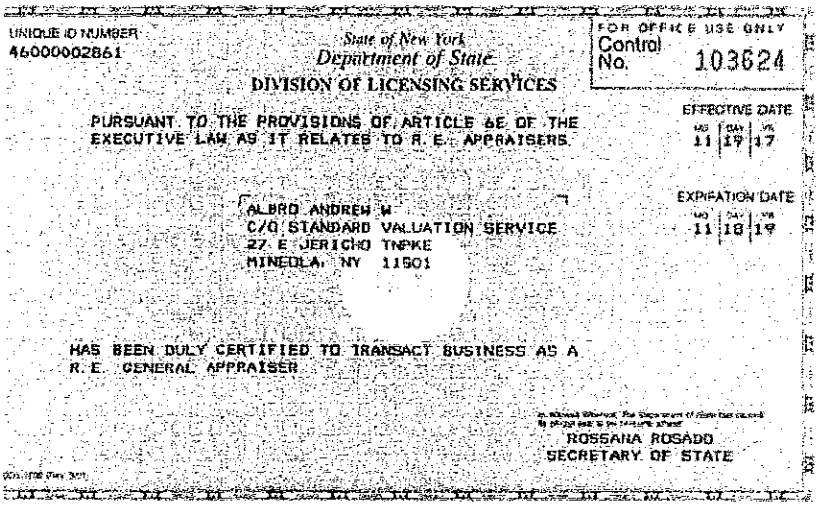
- In addition to the above principals, our firm employs a large staff of commercial real estate appraisers including the following:

Robert J. Studwell, MAI, SRA	Albert Babino, SRA	Matthew Busch
Wayne Covington	Gregory D'Esposito	Scott Shore
Ronald Camilleri, MAI	David Bahr	Robert Reed, SRA
Matthew Holtz	Patrick Smith	Mark Sauvigne
John Watch		

- Also, our firm utilizes employs several highly qualified residential real estate appraisers, which includes the following personnel:

Albert Babino, SRA	Neal Peysner, SRA	Robert Reed, SRA
Larry Sorenson	Kate Chapman	MaryEllen McDonough
Joanna Szczesniak	Timothy Morgenstern	

- We have a clerical, computer/systems, and research staff of four (4), experienced and competent to serve large scale and time critical appraisal projects.



UNIQUE ID NUMBER
46000002861

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 103624

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

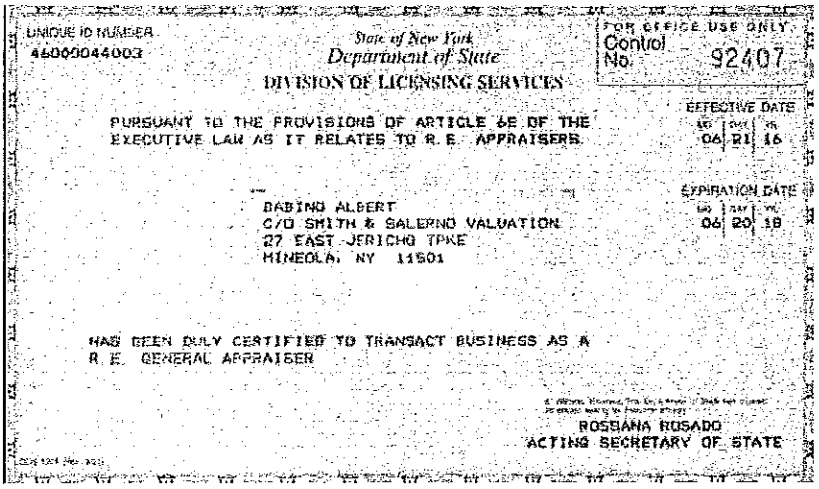
EFFECTIVE DATE
MO 11 | DAY 17 | YR 17

EXPIRATION DATE
MO 11 | DAY 18 | YR 19

ALBRO ANDREW W
C/O STANDARD VALUATION SERVICE
27 E JERICHO TNPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE



UNIQUE ID NUMBER
46000044003

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 92407

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

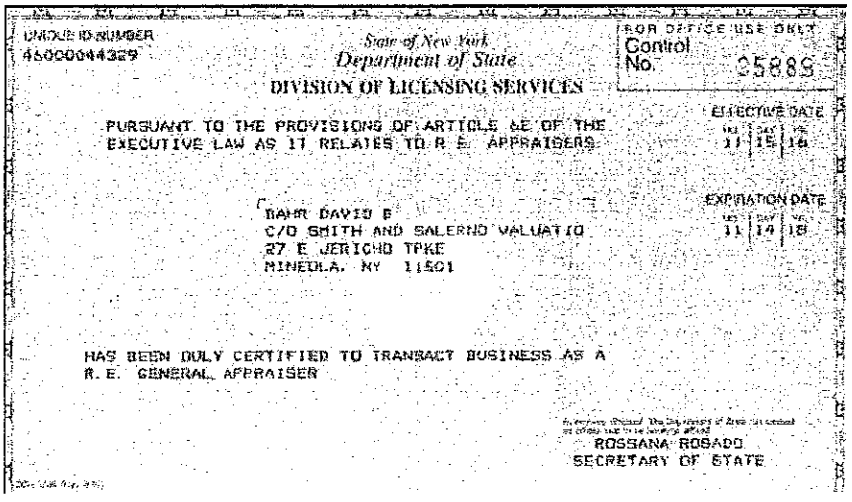
EFFECTIVE DATE
MO 06 | DAY 21 | YR 16

EXPIRATION DATE
MO 06 | DAY 20 | YR 18

BABINO ALBERT
C/O SMITH & SALERNO VALUATION
27 EAST JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
ACTING SECRETARY OF STATE



UNIQUE ID NUMBER
46000044329

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 95889

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO 11 | DAY 15 | YR 16

EXPIRATION DATE
MO 11 | DAY 14 | YR 18

BAHR DAVID B
C/O SMITH AND SALERNO VALUATIO
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000051364

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 12 | DAY 18 | YR 17

EXPIRATION DATE
MO 12 | DAY 17 | YR 19

D ESPOSITO GREGORY R
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501-3100

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000002984

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No 103622

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 11 | DAY 19 | YR 17

EXPIRATION DATE
MO 11 | DAY 18 | YR 19

WATCH JOHN H
C/O M&M CONSULTING INC
33 33 161ST ST
FLUSHING, NY 11358

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
45000049238

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 09 | DAY 29 | YR 16

EXPIRATION DATE
MO 09 | DAY 29 | YR 18

SORENSEN LAWRENCE
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000048869

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 104990

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 01 | DAY 22 | YR 18

EXPIRATION DATE
MO 01 | DAY 21 | YR 20

HOLTZ MATTHEW
C/O SVS INC
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000050999

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 92419

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.

EFFECTIVE DATE
MO 04 | DAY 18 | YR 16

EXPIRATION DATE
MO 04 | DAY 17 | YR 18

SAVIGNE MARK P
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY LICENSED AS A REAL ESTATE APPRAISER ASSISTANT

ROSSANA ROSADO
ACTING SECRETARY OF STATE

UNIQUE ID NUMBER
46000051070

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 09 | DAY 05 | YR 16

EXPIRATION DATE
MO 09 | DAY 04 | YR 18

BUSCH MATTHEW A
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000002556

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 103629

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO | DAY | YR
11 | 26 | 17

EXPIRATION DATE
MO | DAY | YR
11 | 25 | 19

SMITH MATTHEW C
C/O SMITH VALUATION SERVICES I
27 EAST JERICHO TNPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

IN TESTIMONY WHEREOF, THE DEPARTMENT OF STATE HAS CAUSED ITS SEAL AND THE NAME OF ITS SECRETARY TO BE AFFIXED HEREUNTO.

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
47000015634

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 103697

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO | DAY | YR
11 | 25 | 17

EXPIRATION DATE
MO | DAY | YR
11 | 24 | 19

MCDONOUGH MARYELLEN
C/O MARYELLEN MCDONOUGH
48 ROYDON DR E
MERRICK, NY 11566

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A R.E. APPRAISER

IN TESTIMONY WHEREOF, THE DEPARTMENT OF STATE HAS CAUSED ITS SEAL AND THE NAME OF ITS SECRETARY TO BE AFFIXED HEREUNTO.

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000003544

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 104956

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO | DAY | YR
01 | 28 | 18

EXPIRATION DATE
MO | DAY | YR
01 | 27 | 20

PEYSNER NEAL D
C/O SMITH SALERNO VALUATION SE
27 E JERICHO TNPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

IN TESTIMONY WHEREOF, THE DEPARTMENT OF STATE HAS CAUSED ITS SEAL AND THE NAME OF ITS SECRETARY TO BE AFFIXED HEREUNTO.

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
48000051048

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 92681

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO 06 | DAY 14 | YR 16

EXPIRATION DATE
MO 06 | DAY 10 | YR 18

SMITH PATRICK J
C/O STANDARD VALUATION SERVICE
27 EAST JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

ROSSANA ROSADO
ACTING SECRETARY OF STATE

UNIQUE ID NUMBER
46000039267

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 98137

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO 03 | DAY 03 | YR 17

EXPIRATION DATE
MO 03 | DAY 02 | YR 19

REED ROBERT
C/O STANDARD VALUATION SERVICE
27 E JERICHO TURNPIKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000002966

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 100403

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 09 | DAY 10 | YR 17

EXPIRATION DATE
MO 09 | DAY 09 | YR 19

STUDWELL ROBERT J
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000015801

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 37113

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 03 | DAY 01 | YR 17

EXPIRATION DATE
MO 02 | DAY 28 | YR 19

SHORE SCOTT
C/O SHORE SCOTT
1517 SHERWOOD DR
EAST MEADOW, NY 11554

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

IN WITNESS WHEREOF, The Department of State has caused its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000048973

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 95352

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 09 | DAY 23 | YR 15

EXPIRATION DATE
MO 09 | DAY 23 | YR 18

COVINGTON WAYNE
C/O WAYNE COVINGTON
55 BROOKE AVE
ROOSEVELT, NY 11575

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

IN WITNESS WHEREOF, The Department of State has caused its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
45000045716

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 101506

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 08 | DAY 29 | YR 17

EXPIRATION DATE
MO 08 | DAY 28 | YR 19

CHAPMAN KATE T
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER

IN WITNESS WHEREOF, The Department of State has caused its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
45000047721

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 98589

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 04 DAY 02 YR 17

EXPIRATION DATE
MO 04 DAY 01 YR 19

BRUNNER LORRAINE F
C/O ACTION APPRAISALS INC
395 N VIRGINIA AVE
N MASSAPEQUA, NY 11758

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

DOS 1238 (Rev. 3/17)

UNIQUE ID NUMBER
45000026088

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 93381

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO 08 DAY 20 YR 16

EXPIRATION DATE
MO 08 DAY 19 YR 18

CAMILLERI RONALD
C/O CAMILLERI RONALD
100 CEDAR LANE
BABYLON, NY 11702-3806

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE

DOS 1238 (Rev. 3/17)

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Assessment, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Smith Valuation Services, Inc. DBA Standard Valuation Services, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CFAS15000002 between the County and Contractor, executed on behalf of the County on November 24, 2015 (the "Original Agreement"), the Contractor performed a systematic review of the County's assessment system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2015 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Six Hundred Eight Thousand Dollars ($2,608,000.00) (the "Maximum Amount"); and

WHEREAS, the Contractor has completed the Services in accordance with the provisions of the Original Agreement.

WHEREAS, in accordance with Section 3(a)(4) of the Original Agreement, the County and Contractor desire to amend and expand the scope of Services provided by the Contractor under the Original Agreement and equitably adjust the Maximum Amount payable under the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Agreement is hereby extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018, provided, however, this Amended Agreement may be sooner terminated in accordance with the terms of the Original Agreement.

2. Time of Performance. The Contractor's timeline to perform the services described under this Amendment (the "Amended Services") shall be as follows:

(a) For the period March 1, 2018 until December 31, 2018, the Contractor shall perform maintenance on the systematic review program, such services more fully described under Section 4(a) of this Amendment.

(b) For the period March 1, 2018 until June 30, 2018, the Contractor shall perform a systematic review and analysis of the Economic Units, such services more fully described under Section 4(b) of this Amendment.

(c) The Contractor acknowledges that the Amended Services shall be performed in a timely manner in accordance with the timeline provided in this Section 2 and shall meet all deadlines in accordance with the terms of this Amendment. The Contractor shall produce monthly status reports to the Department, as more fully described under Section 4(c) of this Amendment. The Contractor shall immediately notify the Department if there are any concerns with the timely completion of the Amended Services and indicate the corrective actions that will be taken so that services will be completed in a timely manner. If the Contractor is unable to complete the Amended Services in accordance with the above timeline, or to meet any of the deadlines described under this Amendment, the County, in its sole discretion, may withhold payments and/or make equitable downward adjustments to the payments owed to the Contractor under this Amendment.

3. Payment.

(a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million One Hundred Forty-two Thousand Dollars ($1,142,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00) (the "Amended Maximum Amount").

(b) Payment Schedule. The increase to the Maximum Amount authorized under this Amendment shall be payable as follows:

i. The Contractor shall be paid Eight Hundred Thousand Dollars ($800,000.00) for the maintenance services, such services more fully described under Section 4(a) of this Amendment. Payments under this Section 3(b)(i) shall be made in arrears in equal monthly installments of Eighty Thousand Dollars ($80,000.00) for the period March 1, 2018 until December 31, 2018.

ii. The Contractor shall be paid Three Hundred Forty-two Thousand Dollars for the systematic review and analysis of the Economic Units, such services more fully described under Section 4(b) of this Amendment. Payments under this Section 3(b)(ii) shall be made in arrears in equal monthly installments of Eighty-five Thousand Five

Hundred Dollars ($85,500.00) for the period March 1, 2018 until June 30, 2018.

(c) Payment Adjustments. If the Contractor is unable to complete the Amended Services in accordance with the timeline described in Section 2 of this Amendment, or meet deadlines in accordance with the terms of this Amendment, the Department, in its sole discretion, may withhold payments and make equitable downward adjustments to the payments owed to the Contractor under this Amendment.

(d) Vouchers; Voucher Review, Approval and Audit. Payments under this Amendment shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (1) states with reasonable specificity the services provided and the payment requested as consideration for such services; (2) certifies that the services rendered and the payment requested are in accordance with the Amended Agreement; and (3) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, but not limited to, a report detailing the services completed during the invoice period that indicate that the Contractor is meeting all deadlines and is on track to timely complete the Amended Services; and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) No Duplication of Payments. Payments under this Amendment shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source, including the County.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of the Amended Agreement expressly states otherwise, payments to the Contractor following the termination of this Amended Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination; (ii) authorized by this Amended Agreement to be performed; and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Services. The Contractor has completed the systematic review of the County's assessment system for Class 1, Class 3, and the utility component of Class 4 parcels in accordance with the terms of the Original Agreement (the "Systematic Review

Program"). The County now desires to engage the Contractor to perform the following Amended Services to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll:

(a) Maintenance of the Systematic Review Program to Produce Market Values for the January 1, 2019 Tentative Assessment Roll. After the completion of the Systematic Review Program, the Contractor submitted a report to the County recommending that new assessment values not be released for the January 1, 2018 tentative assessment roll. The Contractor and the Department agree that additional maintenance of the Systematic Review Program is necessary to produce accurate market values. So that accurate market values can be produced for the January 1, 2019 tentative assessment roll, the Contractor shall continue the maintenance of the Systematic Review Program ("Extended Maintenance") as follows:

i. The County will provide updated data on an as-needed basis to the Contractor to cross verify the data with available data services.

ii. The Contractor shall then update its database and rerun models.

iii. The Contractor shall then review the results, which shall include a review of costs and depreciation, and cross check for accuracy.

iv. The Contractor shall produce preliminary reports establishing estimated market values by July 1, 2018. These reports must be submitted to the Department in a format that is appropriate for review by the New York State Office of Real Property Tax Services ("ORPTS").

v. Once the results are accurate to the satisfaction of the Contractor and the Department, the Contractor shall produce final systematic review reports and assist the Department in producing market values by no later than November 30, 2018 for Class 1 (including "Economic Units" as described below), Class 3, and the utility component of Class 4 parcels for the January 1, 2019 tentative assessment roll.

vi. The Contractor acknowledges the importance of producing updated and accurate market values in the County's IAS system and final systematic review reports by November 30, 2018. Therefore, the Contractor shall assist the County in any manner necessary, as determined by the County, to meet this deadline within the maximum amount authorized under this Amendment.

vii. After the values have been produced, the Contractor shall, at the Department's direction, meet with ORPTS, respond to any ORPTS inquiries, and make any necessary adjustments.

(b) Economic Units. The Department excluded approximately 14,500 Class 1 residential vacant land parcels, known as "Economic Units," from the Original Agreement's scope of services. It was the Department's intention to produce

updated values for the Economic Units using Department staff. The Department now understands that using Department staff is not possible and therefore desires to retain the Contractor to undergo a systematic review and analysis of these Economic Units. The Contractor shall undergo this review in the following manner:

i. Identify the current population of Economic Units.

ii. Determine the ownership of each parcel.

iii. Confirm all physical attributes of the property (size, shape, location, improvements, etc.)

iv. Determine if there is an associated improved parcel (same ownership, location, etc.)

v. If there is no associated parcel, the parcel must be valued by the Contractor using comparable sales, market models, and any other acceptable method. The Contractor shall develop the sales and market models. The Contractor acknowledges that the Economic Units parcels tend to be unique, including waterfront, underwater, land-locked, irregular in shape, parcels over 10 acres, value-reflected parcels, etc. and therefore will require extensive work in developing models and valuing the parcels.

vi. If there is an associated parcel, the Contractor shall:

(1) Flag and identify parcel(s) in the system as part of an Economic Unit.

(2) Create a "new" parcel for the entire Economic Unit containing all the combined physical attributes.

(3) Determine if any parcels in the sales database have an associated parcel and are part of an Economic Unit. If so, the Contractor must remove such sales from the population and update the inventory to include the associated parcel.

(4) Once inventory is updated, add back the parcel into the sales database and rerun market models.

(5) After models are run and values are finalized, re-allocate market values for Economic Units back to their respective parcels.

(6) Systematically track full values and apportioned values.

(7) Thoroughly review all final values, particularly values for Economic Units, for accuracy.

(c) The Contractor shall submit to the Department monthly status reports detailing its progress throughout the term of this Amendment. At the County's request, the Contractor shall meet with County personnel to discuss the project status and address any concerns raised by the County.

5. Subcontracting. The County consents to the Contractor's use of subcontractors previously authorized under Section 11 of the Original Agreement to perform Amended Services. The Contractor's use of subcontractors is subject to the same terms and conditions provided under the Original Agreement.

6. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SMITH VALUATION SERVICES, INC. DBA
STANDARD VALUATION SERVICES

By: _____
Name: Matthew Smith
Title: President
Date: 2.14.18

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of February in the year 2018 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Smith Valuation Services DBA SVS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Neal D. Peysner

NOTARY PUBLIC

NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Client#: 42921 STANVA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Bradley & Parker, Inc. C/L 320 South Service Road Melville, NY 11747 631 981-7600	PHONE (A/C, No, Ext): 631 981-7600	FAX (A/C, No): 16319817681
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Citizens Insurance Co/Hanover	31534
INSURED Standard Valuation Services 27 East Jericho Tpke Mineola, NY 11501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		OBY6802950	11/20/2017	11/20/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as required by written contract.

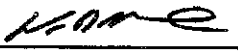
CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MEF

TOKIO MARINE HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

REAL ESTATE PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

1. **Named Insured:** Smith Valuation - DBA Standard Valuation

2. **Address:** 27 East Jericho Turnpike
Mineola, NY 11501

3. **Producer:** Professional Liability Consulting Svcs.

4. **Policy Number:** H717-109685

5. **Policy Period:** Effective Date: 05/18/2017 Expiration Date: 05/18/2018
(12:01 a.m. Local Time at the Address of the **Named Insured**, above)

6. **Retroactive Date:** 05/18/2005

7. **Knowledge Date:** 05/18/2005

8. **Limit of Liability:** $2,000,000 for each **Claim** (including **Loss** and **Claim Expenses**)
$2,000,000 for the total of all **Claims** (including **Loss** and **Claim Expenses**)

9. **Deductible:** $10,000.00 for each **Claim** (including **Loss** and **Claim Expenses**)

10. **Premium:** $14,450.00

NY Excess Lines Tax:	**$ 520.20**
State Stamping Fees:	**$ 24.57**

Administrative/Inspection Fee: $ 50.00

11. **How to Report a Claim:**
Report any **Claim** or potential **Claim** to the individual below as required below by this Policy and Section IX.
NOTIFICATION:
Tokio Marine HCC-Professional Lines Group Claims Department
c/o Head of Claims
37 Radio Circle Drive
Mount Kisco, NY 10549
Claims Telephone Number: 800-742-2210
Claims Email Address: SubmitClaims@tmhcc.com

TOKIO MARINE HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

REAL ESTATE PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

Schedule of Endorsements

It is hereby agreed that the following endorsements are attached to, and are made a part of, this Policy at time of issue:

1	REO 109	Service of Suit Endorsement
2	REO 19	Real Estate Appraisers Endorsement
3	REO 31	Related Entity Insured Endorsement
4	REO 69	Increased Limit and Applicable Retroactive Date Endorsement
5	REO 191	Predecessor Entities Endorsement

by Authorized Representative

by Tokio Marine HCC Professional Lines Group - Authorized Representative

THE STATE INSURANCE FUND

8 Corporate Center Dr, 2nd Floor, Melville, NY, 11747-3166
(888) 875-5790

Document Type:	Group No:	Period Covered: *	R.B. File No:
INFORMATION PAGE	090	02/28/2017 TO 02/28/2018	000572184R

INSURED: H 1035 680-6

SMITH VALUATION SERVICE INC
27 E JERICHO TPKE
MINEOLA NY 11501

REPRESENTATIVE: 182386

HOOD CONNORS JACKSON AGCY INC
8 VERBENA AVENUE
FLORAL PARK NY 11001

Policy No:
H 1035 680-6
Date:
01/10/2017
Document Number:
E10000417853

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: CORPORATION

MP 303

INFORMATION PAGE RENEWAL POLICY

THIS POLICY INCLUDES THESE ENDORSEMENTS AND/OR SCHEDULES:

EXPERIENCE RATING IS MANDATORY FOR ALL ELIGIBLE INSUREDS. THE EXPERIENCE RATING MODIFICATION FACTOR, IF ANY, APPLICABLE TO THIS POLICY MAY CHANGE IF THERE IS A CHANGE IN YOUR OWNERSHIP OR IN THAT OF ONE OR MORE OF THE ENTITIES ELIGIBLE TO BE COMBINED WITH YOU FOR EXPERIENCE RATING PURPOSES. CHANGE IN OWNERSHIP INCLUDES SALES, PURCHASES, OTHER TRANSFERS, MERGERS, CONSOLIDATIONS, DISSOLUTIONS, FORMATIONS OF A NEW ENTITY AND OTHER CHANGES PROVIDED FOR IN THE APPLICABLE EXPERIENCE RATING PLAN MANUAL. YOU MUST REPORT ANY CHANGE IN OWNERSHIP, IN WRITING, WITHIN 90 DAYS OF SUCH CHANGE. FAILURE TO REPORT SUCH CHANGES WITHIN THIS PERIOD MAY RESULT IN REVISION OF THE EXPERIENCE RATING MODIFICATION FACTOR USED TO DETERMINE YOUR PREMIUM.

THE EXPERIENCE RATING CREDIT SHOWN BELOW IS IN ACCORDANCE WITH YOUR PAST ACCIDENT EXPERIENCE UNDER THE EXPERIENCE RATING PLAN AS PROMULGATED BY THE APPROPRIATE RATING ORGANIZATION.

THIS POLICY COVERS THE FOLLOWING ENTITY

SMITH VALUATION SERVICE INC 1 EFF: 02/28/1992

THIS POLICY COVERS THE FOLLOWING LOCATION

27 E JERICHO TPKE 1 EFF: 02/28/1992
MINEOLA NY 11501

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

THIS POLICY IS NOW OPEN TO RENEW OR CREATE WORKERS' COMPENSATION CERTIFICATES OF INSURANCE FOR THE UPCOMING POLICY PERIOD. LOG IN TO YOUR NYSIF CUSTOMER ACCOUNT AT WWW.NYSIF.COM AND SELECT THE "CREATE/RENEW CERTIFICATES" OPTION UNDER THE

THIS IS NOT A BILL. IMPORTANT PREMIUM CALCULATION, PLEASE RETAIN FOR YOUR RECORDS.
FOR ATTACHMENT TO WORKERS' COMPENSATION - EMPLOYERS' LIABILITY POLICY

(SEE REVERSE SIDE FOR CONDITIONS)

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[0000000000040082184][0001-00001035680G][14543-01][INFOPAGE-RWL1##][01-00049]

Contract ID#: CEAS15000002

Department: ASSESSMENT

E-186-15

Contract Details

SERVICE Systematic Review

NIFS ID #: CEAS15000002 NIFS Entry Date: 08/31/2015 Term: from 10/1/15 to 03/01/18

New ☒ Renewal ☐	1) Mandated Program:	Yes ☐	No X
Amendment ☐	2) Comptroller Approval Form Attached:	Yes X	No ☐
Time Extension ☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disolosure Attached:	Yes X	No ☐
Blanket Resolution ☐ RES#	5) Insurance Required	Yes X	No ~~X~~

Agency Information

Vendor		County Department
Name Standard Valuation Services	Vendor ID# 112971981	Department Contact James Davis
Address 27 E. Jericho Turnpike Mineola, NY 11501	Contact Person Matthew Smith	Address 240 Old Country Road
	Phone (516) 248-6922	Phone 571-3432

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE OK'd	SIGNATURE	Leg. Approval Required
8/31	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	10/2		
	OMB	*NIFS Approval*	☐	9/2/15		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification*	☐	09/30/15		
	County Attorney	*CA Approval as to form*	☐	09/30/15		
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	9/4/15		
	Rules ☐/ Leg. ☐		☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval*	☐	09/30/15		
	Comptroller	*NIFS Approval*	☑	11/12/15		
9/12/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	9/13/15		

Contract Summary

PR5254 (8/04)

Contract ID#: OFAS15000002

Department: ASSESSMENT

Description: Systematic Review and Analysis of Assessments
Purpose: The purpose of this agreement is to encumber half of the funding needed to begin the project the amount of this phase of the contract is $2,608,000.
Method of Procurement: Funding will be from the Capital Project 97532
Procurement History: This is the original funding is the amount needed to complete the project.
Description of General Provisions: This agreement is to do a systematic review and analysis of the models of Class 1 and 3 and other aspects of Nassau County's assessment system. Vendor will work in conjunction with the Department of Assessment to do a full and complete analysis and review of the current models and will also implement any changes to said system.
Impact on Funding / Price Analysis: Pricing schedule contained in contract agreement
-
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PWCAP
Control:	CAP
Resp:	97532
Object:	0003
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	[redacted]
County	$
Federal	$
State	$
Capital	$ 2,608,000
Other	$
TOTAL	$2,608,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP	$2,608,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$2,608,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: James Davis Date: 08/31/15

I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 9/13/15
Date 9/13/15	Date 9/12/15	(For Office Use Only) E #:

PR5254 (8/04)

E-186-15

RULES RESOLUTION NO. 233 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND SMITH VALUATION SERVICES, INC. DBA STANDARD VALUATION SERVICES

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-21-15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services to provide a systematic review of the County's Assessment System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND SMITH VALUATION SERVICES, INC. DBA STANDARD VALUATION SERVICES

WHEREAS, the County has negotiated a personal services agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services to provide a systematic review of the County's Assessment System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Smith Valuation Services, Inc. DBA Standard Valuation Services.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Standard Valuation Services
CONTRACTOR ADDRESS: 27 E. Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: 112971981

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 08, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor, Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor, Mary Brower, Real Property Appraising-Assessing Supervisor, Randy Yunker, Community Service Representative and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the two highest-ranking proposers were selected by property class.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 19, 1997. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after proposals were evaluated upon entering into the original agreement. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

8/31/15
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

THE STATE INSURANCE FUND

8 Corporate Center Dr, 2nd Floor, Melville, NY, 11747-3166
(888) 875-5790

Document Type:	Group No:	Period Covered: *	R.B. File No:
INFORMATION PAGE	090	02/28/2015 TO 02/28/2016	000572184R

INSURED: H 1035 680-6

SMITH VALUATION SERVICE INC
27 E JERICHO TPKE
MINEOLA NY 11501

REPRESENTATIVE: 182386

HOOD CONNORS JACKSON AGCY INC
8 VERBENA AVENUE
FLORAL PARK NY 11001

Policy No:
H 1035 680-6
Date:
01/12/2015
Document Number:
x951 970

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: CORPORATION

MP 323

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism).

This premium charge does not provide funding for Certified Acts of Terrorism Contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (TRI04), attached to this policy.

For purposes of this endorsement, the following definitions apply:

CATASTROPHE: (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.

EARTHQUAKE: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

NONCERTIFIED ACT OF TERRORISM: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

a. It is an act that is violent or dangerous to human life, property, or infrastructure;

b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and

c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

CATASTROPHIC INDUSTRIAL ACCIDENT: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below:

SCHEDULE

Rate per $100 of Remuneration $.012

Non-Payroll Base Exposure $.007 of the State Fund Manual Rate Premium

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Chester Agency Inc, 497 Westbury Ave Carle Place NY 11514	PHONE (A/C, No, Ext): (516) 333-3401	FAX (A/C, No): (516) 333-3420
	E-MAIL ADDRESS: larry@chesteragency.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Ins. Co.	
INSURED Smith Valuation dba Standard Valuation Svc Inc 27 E Jericho Tpke Mineola NY 11501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		OBY6802950-05	11/20/2014	11/20/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Nassau County as their interest may appear

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Bruce J. Chester <LG>

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HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE DECLARATIONS

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

1. **Named Insured:** Smith Valuation Services Inc

2. **Address:** 27 East Jericho Turnpike
Mineola, NY 11501

3. **Named Insured's Profession:** See Endorsement EOP 32

4. **Producer:** Professional Liability Consulting Svcs.

5. **Policy Number:** H715-105764

6. **Policy Period:** Effective Date: 05/18/2015 Expiration Date: 05/18/2016
(12:01 a.m. Local Time at the Address of the Named Insured, above)

7. **Retroactive Date:** 05/18/2005

8. **Knowledge Date:** 05/18/2005

9. **Limit of Liability:** $2,000,000 for each **Claim** (including **Loss** and **Claim Expenses**)
$2,000,000 for the total of all **Claims** (including **Loss** and **Claim Expenses**)

10. **Deductible:** $10,000.00 for each **Claim** (including Loss and **Claim Expenses**)

11. **Premium:** $15,000.00.

NYS Surplus Lines Tax:	**$540.00**
State Stamping Fees:	**$ 30.00**
Administrative/Inspection Fee:	$ 50.00

12. **Network Security and Privacy Liability Coverage Option (Insuring Agreement B):**

☐ Not Purchased
(if this box is checked, then Insuring Agreement B shall apply)

13. **How to Report a Claim:**
Report any **Claim** or potential **Claim** to the individual below as required below by this Policy and Section IX.
NOTIFICATION:
HCC Specialty Claims Department

EOP (1.2015)

ELANY
EXCESS LINE ASSOCIATION OF NEW YORK

This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law 05/20/2015

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE DECLARATIONS

c/o Head of Claims
37 Radio Circle Drive
Mount Kisco, NY 10549
Claims Email Address: SubmitClaims@hcc.com

Schedule of Endorsements

It is hereby agreed that the following endorsements are attached to, and are made a part of, this Policy at time of issue:

1	EOP 32	Insured's Professional Services Endorsement
2	EOP 109	Service of Suit Endorsement
3	EOP 31	Related Entity Insured Endorsement
4	EOP 191	Predecessor Entities Endorsement
5	EOP 406A	Retroactive Date for Professional Services Endorsement
6	EOP 69	Increased Limit and Applicable Retroactive Date Endorsement
7	EOP 19	Real Estate Appraisers Exclusionary Endorsement
8	EOP 127	Fungi and Microbe Related Claims Exclusionary Endorsement

by Authorized Representative

HCC Specialty – Authorized Representative

The Hanover Insurance Group.

BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

1W

RENEWAL OF ODY 6802950

Policy Number	Policy Period From	To	Coverage is Provided in the	Agency Code
OBY-6802950-05	11/20/2014	11/20/2015	CITIZENS INSURANCE COMPANY OF AMERICA	860696600

Named Insured and Address

SMITH VALUATION D/B/A STANDARD
VALUATION SERVICES INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent

800-308-7143
RISK PLACEMENT SERVICES
INC (TREIBER AGENCY GROUP)
60 CHAS LINDBERGH BLVD#602
UNIONDALE, NY 11553

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION (SINGLE).

Mortgages/Loss Payable:
SEE ADDITIONAL INTEREST SCHEDULE

Business of the Named Insured:
OFFICE.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LOCATION SCHEDULE

Described Premises:

NO. 1 27 E JERICHO TPKE, MINEOLA, NY 11501

Property Coverage	Limits of Insurance					
	Loc No 001	Bldg No 001	Loc No	Bldg No	Loc No	Bldg No
Deductible Amt	$ 500		$		$	
Building Amount Valuation	NOT COVERED					
Bus Personal Prop Valuation	$ 337,649 RC					
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 3 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / None / 24 hour / 48 hour / 72 hour 24 HOUR					

Coverage	Limits of Insurance			
Liability and Medical Payments: Except for Property Damage Legal Liability, each paid claim for the following coverages reduced the Amount of Insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of Section II-Liability of the Businessowners Coverage form.				
Business Liability	$ 1,000,000	Per Occurrence	$ 2,000,000	Aggregate
Medical Expenses	$ 5,000	Each Person		
Property Damage Legal Liability	$ 300,000	Any one Fire, Explosion, Lightning, Smoke or Leakage		

The Hanover Insurance Group

BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

1W

RENEWAL OF ODY 6802950

Policy Number	Policy Period From	To	Coverage is Provided in the	Agency Code
OBY-6802950-05	11/20/2014	11/20/2015	CITIZENS INSURANCE COMPANY OF AMERICA	860696800

Named Insured and Address

SMITH VALUATION D/B/A STANDARD
VALUATION SERVICES INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent

800-308-7143
RISK PLACEMENT SERVICES
INC (TREIBER AGENCY GROUP)
50 CHAS LINDBERGH BLVD#602
UNIONDALE, NY 11553

Additional Property Coverages and Extensions:
See attached Schedule for Additional Coverages provided for under this Policy.

Audit Frequency: Annual

Additional Liability Coverages: General Liability Broadening Endorsement
General Liability Class: 96317
Description: REAL ESTATE APPRAISERS OFFICE
Liability Exposure: $112,582 PAYROLL

Policy Forms, Endorsements and Optional Coverages Attached:
See Forms and Endorsements Schedule

NEW YORK STATE FIRE FEE:	$4.27
TOTAL BOP COVERAGE PREMIUM:	$1,814.27
BOP TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	$ 25.00
OTHER THAN FIRE FOLLOWING	$ 10.00
FIRE FOLLOWING	$ 15.00
TOTAL UMBRELLA COVERAGE PREMIUM:	NOT COVERED
UMB TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	NOT COVERED
DEPOSIT PREMIUM:	$1,814.27
TOTAL POLICY PREMIUM IS:	$1,814.27

Countersigned this ____ Day of _____

_____
Authorized Representative

This Declarations Page with the Policy Contract, Forms and Endorsements, if any, Complete the Policy.

Standard Valuation Services

132582

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	Licenses Expense				533.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
6/8/15	132582	Nassau County		$533.00

JPMorgan Chase Bank, N.A.
1-2/210

132582

FRAUDBANISHOT

DATE Jun 8, 2015

Standard Valuation Services
27 East Jericho turnpike
Mineola, NY 11501

Memo:

AMOUNT

Five Hundred Thirty-Three and 00/100 Dollars

$ 533.00

PAY
TO THE
ORDER
OF: Nassau County

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈132582⑈ ⑆021000021⑆ 041020642 3⑈

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Assessment, having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Smith Valuation Services, Inc. DBA Standard Valuation Services, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County, acting for and on behalf of the Department, has issued a request for proposals ("RFP"), RFP # AS0518-1509, on May 18, 2015 for the systematic review and analysis of assessments, attached hereto as Exhibit A; and

WHEREAS, the Contractor by proposal dated June 8, 2015, attached hereto as Exhibit B, and as further set forth in supplemental materials dated June 9, 2015, attached hereto as Exhibit C (collectively, the "Proposal"), has submitted a Proposal in response to and in accordance with the RFP; and

WHEREAS, the County has reviewed the proposals submitted in response to the RFP for four different tax classes and has determined that the Contractor has submitted a Proposal that will provide the County with the best value for tax classes 1 and 3, and the utility component of tax class 4; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2266 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. (a) Period of Agreement. This Agreement shall commence on October 1, 2015 and shall terminate upon completion of the services to be delivered under this Agreement, unless sooner terminated in accordance with the provisions of this Agreement. The Contractor acknowledges that certain obligations under this Agreement shall extend beyond the termination of this Agreement.

(b) Time of Performance. The Contractor's time of performance is set forth in the attached Exhibit D. The Contractor shall deliver the services, as more fully described hereto, in order to ensure its full completion in accordance with the requirements of this Agreement and in accordance with the schedule provided in the attached Exhibit D.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of providing a systematic review of the County's Assessment System, as more fully described

NASSAU COUNTY DEPARTMENT OF ASSESSMENT
2015 AUG 27 PM 4:13

in the project timeline, attached hereto as Exhibit D, and as further set forth herein and in the exhibits attached hereto (the "Services"). To the extent that Exhibit D is inconsistent with the terms and conditions provided in the attached RFP and Proposal, including that Services are only based on tax classes 1, 3, and the utility component of tax class 4, Exhibit D shall control, provided, however, the terms and conditions contained above the signature page shall control over all Exhibits. The Proposal and the RFP are acceptable as a general description of the Services to be rendered by the Contractor, but the terms and conditions set forth in Exhibit D provide a detailed scope of Services related to the tax classes for which the Contractor has been awarded and constitute the Agreement between the parties.

(b) The Contractor specifically acknowledges the County's reliance upon the Contractor's Proposal as Contractor's offer to perform Services on behalf of the County under and pursuant to this fixed price Agreement. The Contractor warrants and represents that any and all services detailed in Exhibit D are included within this fixed price Agreement and the County is relying upon the Contractor's Proposal as a general description of the Services to be provided by the Contractor.

(c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. If there is an actual conflict, the following order of priority shall apply:

(1) Terms and conditions set forth above the signature page to this Agreement;
(2) Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
(3) Exhibit F: Confidentiality agreement;
(4) Exhibit D: Project timeline;
(5) Exhibit E: Payment schedule;
(6) Exhibit A: RFP;
(7) Exhibit C: Supplemental materials to Proposal dated June 9, 2015;
(8) Exhibit B: Original Proposal dated June 8, 2015.

Certain conflicts are noted within the terms of this Agreement, however, to the extent possible and as not otherwise noted in this Agreement, all the terms of this Agreement should be read together as not conflicting.

3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including expenses, under this Agreement shall not exceed the sum of Two Million Six Hundred Eight Thousand Dollars ($2,608,000.00) (the "Maximum Amount"), which shall be payable in accordance with the attached Exhibit E. To the extent that Exhibit E is inconsistent with the terms and conditions provided in the attached RFP and Proposal, including that payment is only based on tax classes 1, 3, and the utility component of tax class 4, Exhibit E shall control, provided, however, the terms and conditions contained above the signature page shall control over all Exhibits. The amounts payable under Exhibit E are inclusive of all expenses and all other costs incidental to the Services to be provided by the Contractor under this Agreement, including travel.

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and the Contractor agrees that no fee will be charged for any such appearances.

(3) Notwithstanding anything in this Section 3 or in any other provision of this Agreement, the County shall pay, and the Contractor shall accept as payment for the Services described in this Agreement, the amounts detailed in the attached Exhibit E, subject to the availability of funds for this Agreement following approval by the County and encumbrance by the County Comptroller. The County shall not be liable for payment of any amounts which have not been approved by the County and encumbered for this Agreement by the County Comptroller. The parties acknowledge that the parcel count on the assessment roll may fluctuate throughout the term of this Agreement and as such, the parties agree that the payment schedule attached hereto as Exhibit E shall remain fixed despite such fluctuations. Nonetheless, the Department reserves the right to direct the Contractor to not perform a category of Services for which the Contractor shall not be paid, the value of which is to be mutually determined between the parties.

(4) If there is a change in scope of Services or any agreed-upon additional related Services to be provided under this Agreement, at the County's election, the parties shall negotiate in good faith to amend the Services and make an equitable adjustment to the Maximum Amount provided under this Agreement. Such adjustment shall require all requisite governmental and Contractor approvals.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in accordance with the payment schedule described in the attached Exhibit E and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, but not limited to, a report detailing Services completed during the invoice period; and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies,

bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees to execute a confidentiality agreement, attached hereto as Exhibit F (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The

Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less Two Million Dollars ($2,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any

subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County, and the Contractor may not use such materials in any way other than for the compliance of the requirements under this Agreement.

11. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) Further to the foregoing, the County consents to the Contractor's subcontracting certain Services to the following subcontractors:

(i) Federal Appraisal & Consulting, with an office located at 460 Route 22 West, Suite 403, Whitehouse Station, NJ 08889 for the performance of Class III Utilities Properties.

(ii) Thimgan Inc., with an office located at 14635 West Clarendon Avenue, Goodyear, AZ 85395 for the performance of Project Modeling..

The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement

without the prior written consent of the County Executive.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the

Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. If there is an actual conflict, the order of priority provided in Section 2(c) of this Agreement shall apply.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

SMITH VALUATION SERVICES, INC. DBA
STANDARD VALUATION SERVICES

By: _____

Name: Matthew L. Smith

Title: President

Date: 8-28-15

NASSAU COUNTY

By: _____

Name: Charles Ribando

Title: County Executive
Deputy County Executive

Date: 11/24/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of August in the year 2015 before me personally came MATTHEW L. SMITH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of STANDARD VALUATION SERVICES, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
Neal D. Peysner

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of November in the year 2015 before me personally came Charles R. Bandu to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC
Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A

Request for Proposals issued on May 18, 2015

Nassau County Department of Assessment

Edward P. Mangano - County Executive

James E. Davis - Acting Nassau County Assessor

REQUEST FOR PROPOSALS

Systematic Review and Analysis of Assessments

RFP# AS0518-1509

Issue Date: May 18, 2015

Nassau County
Long Island, New York

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B. Anticipated Proposal Schedule

C. Scope of Services

D. Contract Term

E. Mandatory Proposal Response Requirements

F. Proposal Submission Instructions

G. Proposal Evaluation Criteria

H. General Information

I. General Conditions for Proposers

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Appendices:

Appendix A – Cost Proposal

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Exhibit L – Living Wage Law Certificate of Compliance

Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking ***individual*** proposals by ***Tax Class*** from qualified individuals and entities authorized to do business in the State of New York to provide a Systematic Review of the County's Assessment System ***by Tax Class***. The purpose of the RFP is to provide Nassau County with proposals and recommendations from entities qualified to provide a thorough systematic analysis of Nassau County's assessment system, including but not limited to inventory management procedures, dynamic inventory issues relating to the effects of Super Storm Sandy, review of neighborhood/submarket parameters for both residential and commercial properties, review and screening of sales data employed in residential valuation modeling, review and updating of economic and market data utilized in commercial valuation modeling, and evaluation of the market value output from the respective modeling systems. The Systematic Review of the County's Assessment System will be completed by year's end 2017 for the purpose of recalibrating the cyclical assessment roll for 2019/20.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date:	May 18, 2015
Proposal Due Date:	June 08, 2015
Oral Presentation, if necessary:	June 10, 2015
Award Date:	June 15, 2015

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Scope of Systematic Review and Analysis of Nassau County's Assessment System

An assessing unit may revise its assessments as provided for in Real Property Tax Law (RPTL) to maintain uniformity and/or level of assessment, using means other than a full reappraisal in those years in which a full reappraisal is not conducted. The NYS Office of Real Property Tax Services ("ORPTS") will review the assessing unit's documentation showing that it conducted a systematic analysis of all parcels, and then verify the Level of Assessment (LOA) using the tentative roll compared to the estimated market values shared during the Pre-Decisional Collaboration (PDC) process.

The scope of services required for a Systematic Review and Analysis of the County's Assessment System ***by Tax Class*** must be completed by the end of calendar year 2017, with corrections and recalibration of the roll available for the tentative roll of the 2019/20 tax year. The Systematic Review and Analysis must be conducted in compliance with the standard of assessment set forth by NYS Real Property Tax Law. The Systematic Review and Analysis will be completed in conjunction with the Nassau County Assessment Department and its staff, within the existing Nassau County assessment system.

The minimum scope of services required for Systematic Review and Analysis of the County's Assessment System are detailed within Appendix A.

D. INTENTIONALLY OMITTED

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable

written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. Living Wage Law Certificate of Compliance, attached as Appendix F
6. The Proposer's Exceptions to the RFP Requirements, if any.
7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
8. Additional information that you believe pertinent to the County's requirements.
9. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and four (4) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 3:00 p.m. EST on June 8, 2015. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Steven L. Corte, IAO IFAS SRA ASA CSA-G
Deputy County Assessor
Nassau County Department of Assessment
240 Old Country Road, Fourth Floor, Room 400
Mineola, New York 11501
Telephone: (516) 571-3587
Email: Systematicreviewrfp2015@nassaucountyny.gov

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The County reserves the right to award all or any parts of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** ***The bidder is asked to provide the County with a bid that is based on the combined Tax Classes broken down by each Tax Class or may choose an individual Tax Class according to the bidder's level of expertise.*** The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution [30%]

- Overall responsiveness of the proposal.
- Demonstration of a clear understanding of the requirements portion of the RFP.
- A clear description of the scope of work needed to satisfy the defined RFP requirements.
- Overall acceptability and efficacy of proposed analysis;
- Management and implementation methods and procedures and supporting systems for ongoing project management and implementation support.
- Previous engagements of similar scope and quality.
- Description of recommendations and alternative approaches that the County might use to improve its management process.

Vendor Profile: Organization, Capacity, Staffing, Resumes **[25%]**

- A complete substantiation of the organizational structure and capacity to provide and support the proposed Scope of Services. xxx
- Resumes of the proposed personnel (quality / demonstrated skills of proposed personnel).
- A clear description of potential resource utilization methods and approach.
- A complete list of the sub-contractors being utilized in all parts of this process is required, and should include what their respective responsibilities will be. Where the vendor has either limited or no expertise in a particular area(s), a list of those areas must be provided to the DoA along with a list of the sub-contractor(s) information and an outline as to what the sub-contractor(s) responsibilities will be.

Related Experience **[35%]**

- Prior public sector experience.
- Demonstrated experience and knowledge of Nassau County real estate markets, assessment systems and practices.
- Project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size.
- A comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project **[10%]**

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.

4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

   The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.

6. **Disclosure of Proposal Contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:

   A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and

   B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and

   C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.

9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.

11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

12. **Proposer Conflicts:** The Proposer shall not have provided appraisal, consulting or other real estate expert services in any capacity against the County in real property assessment or tax certiorari proceedings within a three (3) year period prior to submission of its proposal. Successful Proposers will agree not to perform such services during the term of their contract with the County.

13. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. **General Conditions for Proposers**

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Exhibit U and Exhibit EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. **Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. **Award of Contract**

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. **Protest Policy**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A
COST PROPOSAL

DELIVERABLE	RATE	# Parcels	COST
Project Management		419,484	
Data Management		419,484	
Public Relations		419,484	
Property Inventory, Review		419,484	
Sale File Development and Edits		419,484	
Neighborhood Analysis/Delineation/Refinement		419,484	
Assessment Modeling and Review		419,484	
- Residential		360,678	
- Commercial		58,806	
Recalibration of Assessment Roll & Review		419,484	
Trending and LOA Analysis		419,484	
Provide Support Documentation		419,484	
Total Cost			

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

b. Detail prior experience in the area of mass assessment modeling.

c. Detail prior experience with public sector clients (similar size and scope).

d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ___ If Yes, please provide details: _____

_____ _____

8) Does this business control one or more other businesses? Yes __ No __ If Yes, please provide details: _____

_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details

regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge._____

_____

_____

b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge._____

_____

_____

c) In the past ten years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

_____

_____

d) In the past five years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___ If Yes, provide details for each such conviction. _____

_____

APPENDIX C

e) In the past five years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

_____

_____

15) In the past five years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ____ Yes ___; If Yes, provide details for each such instance. _____

_____

_____

16) For the past five tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

_____

_____

Provide a detailed response to all questions checked "YES". If necessary, use additional sheets.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

APPENDIX C

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the proposer be other than an individual, the Proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

   Company _____

   Contact Person _____

   Address _____

   City/State _____

   Telephone _____

   Fax # _____

   E-Mail Address _____

APPENDIX C

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2013

_____
Notary Public

Name of submitting business: _____

By: _____
Print name

_____
Signature

_____
Title

_____/_____/_____
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, please use additional sheets.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details.

APPENDIX D

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ____ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracte cancelled for cause? NO ____ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ___ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ____ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ____ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ____ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ___ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ___ If Yes, provide details for each such occurrence.

APPENDIX D

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2015

_____
Notary Public

_____
Name of submitting business

_____
Print name

_____
Signature

_____
Title

_____/_____/_____
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. **No Arrears or Default**. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. **Compliance with Law**. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX E

4. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. **Indemnification; Defense; Cooperation**.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars ($2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

APPENDIX E

9. **Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii)

the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenes. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars ($_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract:	Administrative fee:
$0 - $5,000	$0
$5,001 - $50,000	$160
$50,001 - $ 100,000	$266
$100,001 or more	$533

APPENDIX E

16. **Executory Clause**. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

EXHIBIT U

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements

appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   _____ (Name)

   _____ (Address)

   _____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

   _____

   _____

_____

_____

_____

_____

_____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

_____
Dated
Signature of Chief Executive Officer

_____
Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2015.

_____
Notary Public

AMENDMENT TO: RFP #: AS0518-1509

TITLE: Systematic Review and Analysis of Assessments

AMENDMENT: #1

PURPOSE: The purpose of this amendment is to add *Executive Order #1-2015*, enacted on May 19, 2015.

All other terms and conditions remain unchanged.

EXHIBIT B

Contractor Proposal dated June 8, 2015

REQUEST FOR PROPOSALS
FOR:

SYSTEMATIC REVIEW AND ANALYSIS OF ASSESSMENTS

ISSUING AGENCY:
NASSAU COUNTY DEPARTMENT OF ASSESSMENT
EDWARD P. MANGANO – COUNTY EXECUTIVE
JAMES E. DAVIS – ACTING NASSAU COUNTY ASSESSOR

RFP NUMBER: AS0518-1509

S V S
STANDARD
VALUATION SERVICES

27 EAST JERICHO TURNPIKE
MINEOLA, NEW YORK 11501
Tel (516) 248-6922
Fax (516) 742-4365
EIN: 11297-1981

S V S
STANDARD
VALUATION SERVICES

17 EAST JERICHO TURNPIKE
MINEOLA, NEW YORK 11501
TEL 516-248-6922 FAX 516-742-4365

48 VETERANS MEMORIAL HWY, SUITE 530
HAUPPAUGE, NEW YORK 11788
TEL 631-761-1850 FAX 631-761-1821

WWW.STANDARDVALUATION.COM

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NEAL D. PETERLIN, SRA[1]
ROBERT D'ANDREA, SRA[1]
ROBERT A. STUDWELL, MAI[1]

SENIOR ASSOCIATES
DAVID JASEK[1]
LORI GIBBS, SRA[1]
ANNE CONLEARE[1]
WAYNE COPPINGER[1]
MATTHEW HULL[1]
SCOTT SHORE[1]

[1]NYS Certified General Real Estate Appraiser
[2]NYS Residential Certified Real Estate Appraiser

June 8, 2015

Mr. Steven L. Corte, IAO IFAS SRA ASA CSA-G
Deputy County Assessor
Nassau County Department of Assessment
240 Old Country Road – Fourth Floor, Room 400
Mineola, NY 11501

RE: Systematic Review and Analysis of Assessments
Nassau County Department of Assessment
RFP # AS0518-1509

Dear Mr. Corte:

On behalf of Standard Valuation Services, we are pleased to submit this proposal to provide a Systematic Review and Analysis of Assessments for the Nassau County Assessment system based on the combined Tax Classes broken down by each Tax Class, to be completed by year's end 2017 for the purpose of recalibrating the Cyclical Assessment roll for 2019/20. Our proposal is responsive to the italicized instruction at Page 4 of the RFP stating, *"The bidder is asked to provide the County with a bid that is based on the combined tax classes broken down by each tax class"*, following the RFP's proposal evaluation criteria.

Attached please find our firm's response to the referenced RFP, based upon the outline prescribed as Mandatory Proposal Response Requirements.

The scope of work contemplated in this proposal includes an evaluation of inventory management procedures, dynamic inventory issues relating to the effects of Super Storm Sandy, review and refinement of neighborhood/submarket parameters for both residential and commercial properties, review and screening of sales data employed in residential valuation modeling, review and updating of economic and market data used in commercial valuation modeling, and evaluation of the market value output from the respective modeling systems.

Standard Valuation Services is arguably the only firm with the expertise and resources necessary to handle myriad modeling and assessment issues in all four (4) tax classes. Our firm is the largest appraisal firm in Nassau County with over 20 years of experience in dealing with the Nassau County Assessment System. The firm has worked under 3 County Administrations: Gulotta, Suozzi and the current Mangano Administration. Political parties put aside, our firm has been considered the "go to" expert on real estate issues within Nassau County, with an open and working relationship with both sides of the Nassau County Legislature, frequently called upon for guidance throughout the years on assessment and real estate issues.

Within the submission of this RFP response, please take note that our firm has also included a specialist in the valuation of Utility properties, Federal Appraisal and Consulting (Whitehouse Station, New Jersey), for further expertise in the Class 3 properties and a nationally recognized modeler, Thimgan & Associates (La Junta, Colorado), to provide additional oversight of all valuation issues throughout the modeling process. By committing to retain the aforementioned experts, Standard Valuation Services has developed a strategic plan and highly capable management team to responsibly oversee and implement the best practices necessary to ensure the successful completion of the Systematic Review.

1) Our firm on its own has the essential local knowledge and experience of Nassau County's complex real property Assessment System. The Systematic Review and Analysis of Assessments for Nassau County is a daunting task, which will take approximately 32 months to complete. Our firm has the employee base and resources to complete this task with our in-house staff. The workload for this project will likely require staffing that can range from approximately 8 – 10 employees up to 15 – 20 employees at any given time. Standard Valuation Services also has the ability to move its employee resources from Class to Class, depending on the needs of the tasks at hand.

2) In discussions with Nassau County during the interview process of the first RFP, it was brought to our attention that there was an inherent need for Nassau County to thoroughly examine the Utility Class 3 assessments since it has not been done in many years. Standard Valuation Services has its own Utility experts on staff; however, considering the complexity of many of the utility properties on the Nassau County Assessment roll, the ability to utilize the services of a Nationally regarded firm with extensive experience in assessment matters, would be very beneficial for the successful outcome of the Systematic Review and Analysis of the Class 3 assessments. In this case, a National utility expert would be working on the roll in conjunction with Standard Valuation Services utility and commercial experts to make sure there is consistency between the Class 3 and Class 4 rolls (example; an office building property in Class 3 should be consistent with valuations in Class 4). Lastly, the National modeler would further review the results in the Utility category, thus ensuring both consistency and use of best industry practices in handling these assessment issues, with the ability for very capable experts to speak to these issues in the public arena.

3) Standard Valuation Services is very confident with its in-house staff and modelers and has completed many revaluations and/or modeling tasks without having to go to an outside National modeler. However, mindful of the size, scope and complexity of the Nassau County Assessment project, it would be incomprehensible not to provide a National modeler to assist in the oversight of the review and analysis of the County Assessment System. It should be noted that Thimgan & Associates also has vast experience in reviewing issues with Tyler developed assessment jurisdictions. Note; Nassau County is working off of a Tyler based System. Thimgan & Associates also has experience in valuing properties within Nassau County since 2000, when we originally brought them in to assist in completing the modeling with the City of Glen Cove. Recently, we engaged Thimgan & Associates to assist with modeling tasks in our valuation of several Super Storm Sandy devastated communities of Staten Island and Long Island. Throughout the years, Thimgan & Associates has developed a great understanding of the local Nassau County real estate market.

Our submission and response for this RFP includes an overall cost for the entire project and an allocation broken out for each of the 4 classes. It is our firm's belief that a very important issue to consider is the connection between and consistency level of assessing all four tax classes. Specific to "connection and consistency", it is critical to recognize that land valuations for all property classes must be prepared and supported in a consistant manner, and that there are numerous instances where seemingly similar properties (Class 1 v. Class 2 condos, Class 3 v. Class 4 office and industrial buildings) overlap and must be valued consistently, and the real estate experts responsible for the project capable of understanding, explaining and defending all related aspects.

Our firm has the resources to complete the Systematic Review Analysis and Assessment base of Nassau County and will also have the ability to move resources from one Class to another, depending on needs found after the project is underway. This will be further explained in our RFP submission, and we believe it to be of utmost importance when taking on a project of this size and scope.

The idea of completing a Systematic Review and Analysis of Nassau County Assessments has been in the making for quite some time now, dating back to at least early 2012, after our firm successfully helped settle the Halpern v. Nassau County lawsuit in 2011. On March 25, 2013 the first request for proposal for a Systematic Review and Analysis of Assessment was issued by Nassau County (RFP-ASO320-1312).

Since that time, our firm has been building its resources and has actually grown by over 25%, adding two additional offices on Long Island, located at 888 Veterans Memorial Highway, Hauppauge, NY and 1 The Plaza, Montauk, NY. During this period, our firm has also been ramping up its in-house modeling abilities by bringing in a National Instructor, Russ Thimgan, to provide classroom hours to more than 10 of our already capable modeling and real estate experts. These classes included SPSS training and interaction with Prognose-SVAS, our proprietary modeling software system. It should be noted that Russ Thimgan of La Junta, Colorado is one of the most regarded modelers within the Country.

Finally, in early 2015, Standard Valuation Services completed the acquisition of a Nassau County based real estate appraisal firm (J.A. Cowan & Associates Inc.), with experience in preparing tax certiorari appraisals on behalf of Nassau County, integrating the firm's appraisal staff into our Mineola office.

During this period between 2013 through present day 2015, our company has elected not to pursue or accept competing jurisdictional assessment contracts. A prime example of this is the assessment work in Westchester County[1], which has a similar (competing) time frame to that of Nassau County, which presented a conflict of resources. Recognizing that the prospective Nassau County Systematic Review and Analysis of Assessments would require the full dedication of our management and expert staff, we informed the consortium of municipalities undertaking reassessment in Westchester County on October 11, 2013 that we would decline the opportunity to respond the RFP to monitor the implementation of their reassessment projects.

In 2013 our firm was also selected and deemed by the Governor's office as the only firm capable of handling the Super Storm Sandy appraisal and modeling work that was required for properties from Staten Island all the way through to Flanders on Long Island. This project encompassed over 2,000± homes throughout the Metropolitan area, of which over 1,100 were on located on Long Island and

[1] A minimum of 41,000 parcels in 3 municipalities, for 2016 and 2017 assessment rolls; and potentially 103,000± parcels in 9 municipalities

notably, three entire neighborhoods had to be successfully modeled and consistently valued within the Staten Island area, Oakwood Beach (458 parcels), Ocean Breeze (159 parcels) and Graham Beach (286 parcels). This was a very complex assignment that required significant public relations, as one could imagine, and to date our firm has received accolades from the Governor's office down to Jon Kalman, The appointed Storm Recovery Czar, who serves as The Special Advisor of the Long Island Storm Recovery for the New York Rising Program.

On January 29, 2015, Standard Valuation Services received a "Notice of Intent to Award" RFP #ASO320-1312 to our firm. At this time we then negotiated with Nassau County to put forward a contract, which we were able to successfully complete. This contract was then brought forward to the Nassau County Legislators Rules Committee on May 4th, Clerks Item # E75-15, which was then tabled to the May 18th Rules Committee meeting, at which times issues arose regarding Union procedures and policies. During this period, our firm has mobilized all of its resources and readied its entire staff to hit the ground running and start this project tentatively, at that time, for July 1, 2015. Our firm still stands ready and has cleared a significant amount of resources for this large assignment, at a significant cost to our firm.

On May 27, 2015 Newsday released a front page article on the Nassau County property taxes. This three page article written by Celeste Hendrick, accurately documented the need for a Systematic Review and has brought this issue to the forefront of public awareness. On this same day, News Channel 4 also had a segment on Nassau County property taxes and the effect a Systematic Review could have on the residents. During this interview on Channel 4, Jeff Gold, former Board of Assessment member, spoke stating "he believed all assessments could be going up". We bring this statement forward to your attention because it is Standard Valuation Services opinion that this issue will require Public Relations and the ability for the firm awarded this contract to be able to speak to the residents in a public forum, and for that matter, to public officials such as the legislature.

Our office has demonstrated, significant experience and capabilities in public meetings, from Reassessments that we have completed in many other Cities and Villages throughout Nassau County, to public forums we were requested to provide for residents in Staten Island after Super Storm Sandy.

On May 28, 2015, Newsday's Joy Brown penned a column on Assessment Issues in Nassau County, bringing forward some very salient points, just to mention a few, she talked about bringing an "Assessment Czar", and tapping one person to become the face of the process. This is a worthy recommendation and in fact, I believe in working hand in hand with the Assessment office; the expertise of Standard Valuation Services can become this voice during the process of the Systematic Review. In Ms. Brown's column, she also had many other suggestions, for example making sure that when the Systematic Review is completed it would be done at a full market value level, which would be much easier and clearer for the residents to understand the value of their properties. Most of the issues raised by both Newsday articles are thoroughly discussed in the body of the response to this RFP.

It is with the utmost confidence that our firm brings forward this RFP submission for a Systematic Review and Analysis of the Assessments of Nassau County, believing we have the expertise, resources, and by far the best team to complete this task hand in hand with the Assessment Department and the Nassau County Administration, best representing the residents and property owners of Nassau County.

The submission of this RFP complies with Executive Order No. 1-2015 enacted on May 15, 2015. This proposal shall remain in effect for not less than 180 (one hundred eighty) days. Standard Valuation Services has registered with the County as a vendor.

Should you have any questions or comments concerning this proposal, require clarification on any matter, or wish to schedule an oral presentation of this proposal, please do not hesitate to contact us.

Respectfully submitted,
STANDARD VALUATION SERVICES

Matthew L. Smith, MAI, SRA, MRICS
President

Andrew W. Albro, MAI, MRICS
Executive Vice President

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Project Overview & Scope of Services-
Contract Requirements and Proposed Solution

SVS fully understands the complexities of the Nassau County Assessment system having completed projects for various County departments over the past twenty (20) years. These projects include, but are not limited to, Small Claims Assessment Review projects (SCAR), Tax Certiorari Litigation and Support for the County Attorney's Office, support and appraisal services for the Assessment Review Commission (ARC) and real estate appraisal services for Nassau County's Division of Real Estate Services.

Our firm has the knowledge, expertise and staffing required to work in conjunction with the Department of Assessment to complete a Systematic Review and Analysis for the entire assessment roll (all 4 tax classes) by the end of calendar year 2017. This systematic review will be a comprehensive analysis which will encompass all phases of a successful revaluation. Various stages include, but are not limited to, verifying and editing physical inventory, creating a database of current arms-length sales to be used for valuation purposes, recalibration of both residential and commercial models, testing the results using sophisticated statistical techniques, and providing market values for all properties in a fair and consistent manner. This will ensure fair property tax equity and parity throughout the county, before locking down assessments for the next cyclical four (4) year period.

Our firm will be working with the staff of the Department of Assessment, and we thoroughly understand Real Property Tax law and the importance of maintaining uniformity with an accurate level of assessment. We have the technical expertise to work within the framework of the existing Nassau County assessment system, in concert with your assessment department staff utilizing your current IAS assessment software system, but having the ability to adjust and fine tune the calibration of the models, ultimately enhancing the output. In addition, this course of action will allow for the recalibration of any processes and/or procedures that will make the department of assessment more efficient and self-sufficient for any future Systematic Review as part of their cyclical assessing process.

Project Overview

Project Management

Project management is crucial to the success of any large project; a Systematic Review and Analysis of Assessments for Nassau County is no exception. We have independently completed full revaluations and systematic analyses of municipalities throughout Nassau County over the past fifteen (15) years. We maintain a professional relationship with the New York State Office of Real Property Tax Services (ORPTS) and are aware of their reporting and testing requirements. Our firm has the experience and knowledge to handle managing our 33 employees allocated for the project and will be able to work in concert with the Nassau County Assessment employees that are designated for the project.

Based on our experience with working with Nassau County in the past, we understand the importance of data security and the fact that the Assessment Roll information is proprietary to Nassau County. Data security and confidentiality will be of the utmost importance to our firm and will be thoroughly explained to anyone from our organization working on this Nassau County project. Project management will be a crucial component throughout this project for the entire 32 months.

Public Relations

Public Relations is one of the strong qualifications of Standard Valuation Services as indicated in Appendix B – subsection c. Public Relations with regards to a Systematic Review and Analysis Assessments is available on an as-needed basis. It is our opinion that Public Relations skills will most likely be utilized in explaining to the Nassau County legislature and the public officials within Nassau County, how the Systematic Review and Analysis process is being completed on the Nassau County Assessment Roll. Public Relations will be provided at the request and guidance of the Assessment Department and their requirements.

Based on the interview process of the original RFP, it was brought to our attention that additional services might be required above and beyond our initial Public Relations response to the RFP. Therefore, in our Supplemental Response dated April 12, 2013, we provided a mechanism for additional meetings if needed at a cost of $325,000. The following titled areas in quotes, consisting of two paragraphs below, is the statement from our Supplemental Response, which was submitted to address the Assessment Department's concern regarding information meetings at all 56 school districts.

"Availability for public meetings, including all 56 school districts"

"As stated in our response to the RFP, Public Relations is one of the strong qualifications of Standard Valuation Services. Public Relations with regards to a Systematic Review and Analysis Assessments is available on an as-needed basis. It is our opinion that Public Relations skills will most likely be utilized in explaining to the Nassau County Legislature and the public officials within Nassau County, how the Systematic Review and Analysis process is being completed on the Nassau County Assessment Roll. Public Relations will be provided as required in the RFP and additional meetings will be provided at the request and guidance of the Assessment Department".

"Although we appreciate the need for public meetings throughout the project, we did not include an allowance for the number of additional meetings the Department of Assessment is considering. From prior experience, we feel that having the contractor present at certain public venues can detract and possibly sidetrack the ultimate goal of the public meeting. Focusing on the main objective of the project along with the key milestones accomplished by the Department of Assessment with the assistance of the contractor should be paramount. It is our opinion that delving into specific valuation issues and methodology, although important, should be limited to certain settings. In addition any specific issues that arise at a public meeting can always be addressed afterward, after the contractor has had the opportunity to fully research the issue and provide an accurate response. For this key reason we did not include the cost of such meetings in our proposal. If however, the Department of Assessment requires the contractor to be available at public meetings of this type, we can be available on a per diem basis, which is indicated on the Cost Schedule on the following page. The cost accounts for 3 to 5 senior appraisers to prepare and attend these forums, which typically would be necessary for this type of meeting".

After the "Notice of Intent to Award" was received, our firm negotiated with The Nassau County Attorney's office a further clarification of additional services for Public Relations. Additional Public Relations was then capped at a total possible expense of $325,000, calculated to be payable in arears at $125 per hour for contract staff. This allowed flexibility on what types of meetings the County would need us to attend and be part of, not limited to school district meetings.

Inventory Data Verification, Editing & Management

Based on the information provided to us by Nassau County in Appendix A, Nassau County has a count of 419,484 parcels of real estate, of which it is stated that 360,678 are residential and 58,806 are commercial. Please note, for our response to this RFP, our firm is going to utilize the breakdown that Nassau County has included in the RFP. However, according to the Nassau County final roll for 2014, the total parcel count is 423,555 parcels, with a breakdown of the Classes as follows: Class I – 386,144, Class II – 6,188, Class III – 2,125, Class IV – 29,098

Each of these parcels of real estate has vast inventory data and unique salient features. It is crucial for any assessing unit to have comprehensive and current inventory data. Without accurate inventory data, one cannot produce reliable assessment models and results. With regards to the Systematic Review and Analysis of the Assessment Roll of Nassau County, the review of the data verification editing and management will be intense in the first twenty-four (24) months of this project, making sure that the information that the Assessment Department is utilizing is complete and handled in a proper and accurate manner. This process will further be checked throughout the entire project.

Sales Verification & Analysis & Edits

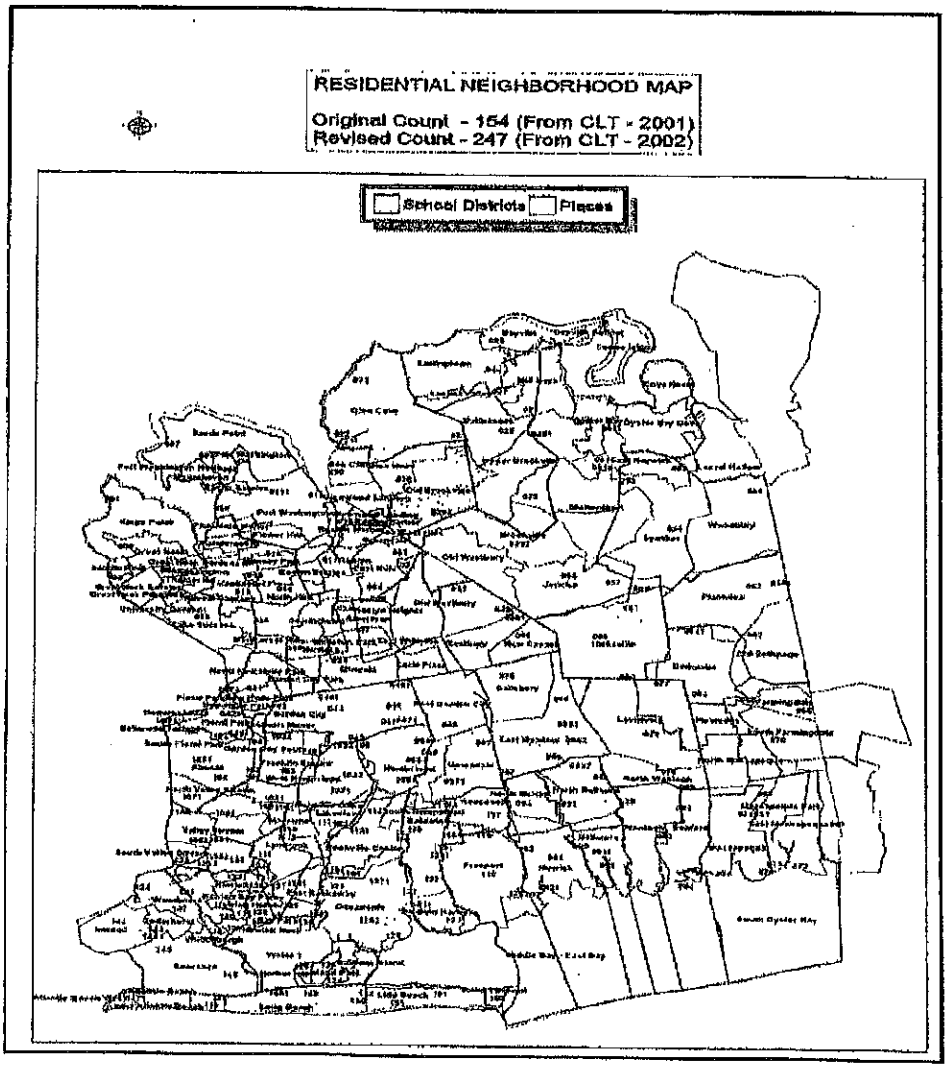
In modeling on a mass appraisal scale, it is very important to select the proper sales to utilize within your modeling process and to keep the stock of sales that is constantly changing and growing, throughout the project. Some markets may require the consideration whether or not to utilize foreclosure sales, if they are truly representative of a significant portion of that market. Nassau County on any given year has approximately 15,000 to 20,000 residential sales per annum. Considering the 32 month span of the project and the 2 prior years before the project starts, there will be approximately 75,000 sales reviewed and considered during this project.

Neighborhood Delineation/Analysis & Refinement

A major component of a successful systematic review is neighborhood delineation. The Department of Assessment has refined the neighborhoods over the past 10+ years, starting with the original 154 residential neighborhoods in 2001, increasing the number to 247 in 2002 and further increasing the count to 397 at present. However, the market and trends have changed significantly and an up-to-date review of the neighborhoods is imperative. Utilizing GIS and plotting (mapping) relevant sales will be a key tool that we will employ to judge the accuracy of the existing neighborhood breakdown. As markets change over time, again it is vital to comprehend the dynamic factors within each neighborhood to assess whether boundaries need adjusting, or determine if the use of an alternative valuation model is in order. Our skilled team will ensure that neighborhood delineation and use of the correct valuation model is as accurate as possible. See Map on following page depicting the 247 neighborhoods from 2002.

GIS and the use of ArcMap software by ESRI will be utilized throughout the project. This is a powerful means for visually displaying any type of data for analysis. In addition to its use in neighborhood delineation as discussed above, it will be utilized to review trends, locational

Influences, outliers, etc. Edit checks will also be performed utilizing GIS ensuring that the physical inventory is complete and as accurate as possible. As we are fully aware, having accurate physical data is imperative for having accurate values. Our firm is one of only a handful of local companies licensed to use this software and proficient with handling Nassau County's dataset.



It is our understanding that Nassau County currently has 397 residential neighborhoods. Within the purview of the Systematic Review and Analysis of Nassau County the proper breakdown of residential neighborhoods is very important to enhance and get accurate results from your models. Based on the Revaluations that we have done on Villages throughout Nassau County, we have found that the neighborhood delineation that Nassau County utilizes can be further enhanced by smaller neighborhood sets. It is our belief that going forward the residential neighborhood base will be expanded to a much larger number. Our firm has allocated twelve months to work on this very important and crucial aspect of a Systematic Review.

Nassau County Special Assessment Unit Class System

According to New York State Real Property Tax Law, Article 18, Nassau County, by virtue of having a population of one million or more is legally classified as a "special assessing unit". As a special assessing unit, all real property within Nassau County must be classified as Class 1, Class 2, Class 3 or Class 4 as outlined and described in this response. Being mindful of the base proportions for each class of property and the adjusted base proportions is crucial to ensure that shifting of values between the classes, if any, is accurately accounted for and applied in accordance with State Law. Monitoring the equity between each class is critical in maintaining the current balance within these classes. It is imperative that the selected company understands the complexity and relationship between the classes and is able to undertake the complex calculations of the pre- and post-systematic review analysis.

Review of Residential Models

The review of the residential models will span the entire project and is one of the most important aspects of successfully completing this project. Our firm has a number of personnel who have expertise in residential modeling and have intimate knowledge of the working models as they have assisted in their development in 2003. Additionally we consult with a nationally renowned modeler, James R. Thimgan, IAAO, of Thimgan Inc. Our firm has worked Mr. Thimgan in the past, with very successful results. Mr. Thimgan is experienced in working with Nassau County's IAS modeling system. Thimgan Inc. has developed its proprietary software called Prognose, which can effectively review the data and values in the way in which the current IAS system is producing its 26 current residential models. The Prognose Software has been successfully used by Assessment Jurisdictions in Salt Lake City, Utah (similar in size to Nassau County) and St. James Parish and Morehouse Parish in Louisiana. This project's success will also deeply depend on a strong interaction with Nassau County's current modeling systems, many of which our firm is already familiar with. Based on our firm's past experience in working with the Revaluation of 2003 with Nassau County, we believe our staff has a thorough understanding of the residential models and the important components which drive them. The review of residential models will span the majority of the entire project.

Review of Commercial Models

Nassau County currently has 68 commercial models. We are very knowledgeable of the workings and components of these models, having assisted with their development in the 2003 Revaluation project. Our firm has a number of commercial modeling experts on staff. The commercial real estate population of 58,806 is vast and unique. Our firm has the expertise to recognize values for these properties which can range from a "mom & pop" freestanding store on Hempstead Turnpike to a regional shopping mall and

includes unique properties such as marinas, nursing homes and golf courses. Our staff has expertise on all of the broad types of commercial properties within the bounds of Nassau County, and collectively has extensive knowledge and familiarity with many of these properties. Furthermore, our staff has a full understanding of the criteria for modeling commercial properties and the use of income and expense information to complete these models. It is very important to understand the impact the values could have on commercial tax certiorari cases, as they are a major issue in Nassau County. The commercial modeling process is very complex and complicated, and will proceed through the majority of the entire project.

Review of Cooperatives & Condominiums

Nassau County has a very complicated coop and condominium property base. Nassau County currently has 474 coop developments and 3 classifications of condominiums. The population includes 8,505 Class 1 Condominium Units, 4,174 Class 2 Condominium Units and 481 Class 4 Condominium Units. Not only do condominium properties reside in three (3) different tax classes, but they must be valued using different methodologies.

In 2012 our firm reviewed a large percentage of coops and condos during the Residential Tax Grievance Negotiation & Settlement Program we were completing for Nassau County. During that review we gained an appreciation of and insight into the way in which the coops and condos were valued and assessed, and we believe we have the ability to enhance the current assessment valuation process for these properties. Of course all of this will have to be discussed and vetted with Nassau County's Department of Assessment. Our interaction with the Assessment Department with this issue should enhance the consistency of values for these properties for the next cyclical Assessment Roll. This task will also span the majority of the entire project.

"Review of the Special Franchise, Utility and Railroad Properties"

Based on the interview process of the original RFP, it was brought to our attention that additional services might be required for Class 3 Utility properties. Therefore, in our Supplemental Response dated April 12, 2013, we provided an additional subcontractor, Federal Appraisal and Consulting, one of the premier National experts in utility valuations to add additional expertise and support to our utility experts and National modeling expert, thus providing the utility Class 3 properties with a professional three tier approach to reviewing the assessment levels. The following titled areas in quotes, consisting of three paragraphs below, is the statement from our Supplemental Response, which was submitted to address the Assessment Department's concern regarding the matter of Utility properties.

"The properties within this group are highly complex. Market Values for the Special Franchise properties range from $100 to over $53,000,000 with approximately 168 properties having values over $5,000,000. Market Values for the Utility properties (including railroads) range from $100 to over $255,000,000 with approximately 81 properties having values over $5,000,000".

"The annual assessment of Special Franchise is the responsibility of the Office of Real Property Tax Services (ORPTS), Valuation Services Bureau (VSB). For Utility parcels, ORPTS is also responsible for providing advisory appraisals upon request for taxable utility properties and other highly complex properties that meet certain requirements. Due to the nature of these properties, the lack of local resources and the special skill set required to properly and accurately analyze these properties, Nassau County Department of Assessment, as well as the various village assessment departments throughout the County, accept the valuations supplied by ORPTS and utilize them for taxation purposes".

"Although the County respects the services that ORPTS provides relative to these properties, it is our understanding that due to the magnitude of tax revenue these parcels generate, it would be in the best interest of the county and its taxpayers to have these parcels reviewed by independent experts to ensure that they are being valued accurately. These properties can be subject to dispute and tax certiorari cases due to potential valuation errors caused by incorrect/incomplete data or a change in use (power plants can become obsolete, etc.). Therefore, along with the systematic review of all residential and commercial properties, Nassau County Department of Assessment believes this would be the opportune time to exercise the proper due diligence and include this property group in the Scope of Service".

SVS fully agrees with Nassau County, and would need assistance to value some of the highly unique and complex utility type properties. Therefore, to fulfill this aspect of the RFP we are prepared to engage, as a subcontractor to SVS, Federal Appraisal & Consulting, one of the premier national experts in utility valuations. We have discussed the scope of services for this project with Mark Pomykacz, Managing Partner of Federal Appraisal & Consulting and he and his firm assures us that they have the necessary resources and expertise to work with SVS to complete this assignment within the prescribed time frame. The scope includes a systematic review of this parcel class. It does not include preparation of appraisals, negotiations or defense of values.

The company bio and qualifications of Federal Appraisal & Consulting's key personnel are included in this document.

SVS believes that it is imperative to analyze the entire assessment roll as one complete, indivisible data set. The valuation methodology utilized for each Class of properties must be employed consistently to ensure dependable and equitable results. Values for parcels within each property class are not independent of the other classes. For example, properties in Class 2, 3 and 4 should have consistent land values as all three classes are broadly described as commercial. Additionally, Class 1 and Class 2 each contain residential condominiums. Although valuation methodology may differ for each class, knowledge of market values for condominium units, regardless of class will ensure values are reasonable and supportable for those properties within each class. As an additional example, rental rates for properties such as residential apartments, commercial condominiums, retail, etc., all necessary for proper valuation, span across Classes 1, 2 and 4. Furthermore, when a cost analysis must be utilized for highly complex or special use properties, again one uniform set of cost tables must be applied as these types of properties are found within every tax class. Our national modeler overseeing the data and consistency of the values, can and will ensure the relationship of the values for all property types. If a uniform approach is not applied to the valuation of all property types within all classes of property types, there is a greater risk of having disproportionate and possibly unsupportable values, weakening the assessment roll and defeating the purpose of the Systematic Review and Analysis of Assessments.

Market and Statistical Analysis/Trending and LOA Analysis

Market and Statistical analysis is a process that drives every aspect of completing a good and defensible Assessment Roll. Our staff is experienced in all aspects of these areas. Trending and other issues within the process of completing this project will be thoroughly discussed with the experts within the Nassau County Assessment Department. The Level of Assessment (LOA) analysis will be completed in concert with Nassau County's modeling experts and independently revised as an additional check of the modeling information. The use of the Prognose software and SPSS (Statistical Package for the Social Sciences) will further be utilized as quality control and to test the valuations that are produced. This process should ensure that Nassau County maintains the highest standards of valuations for their Assessment Roll. This process will span the entire project.

Valuation Development/Testing & Production

Valuation Development will occur near the midstream of this project, after the initial modeling review has been completed. Testing of the models and the values will be on an ongoing basis throughout the project, culminating in the production of a January 1, 2018 Tentative Assessment Roll for Nassau County to use in its new cyclical assessment roll. The majority of this work will be completed from October 2016 to the end of December 2017.

Prepare Values for the Tentative Roll

The preparation of values for the tentative roll and the finalization of the tentative roll will be completed at the end of 2017. It is inherently important that Nassau County and its Assessment Department be the driving factor in this component of the project. Our firm will provide the resources necessary to "cross check" that all of the information is being put into the system in an accurate manner.

Assessor Recalculates Exemptions

The recalculation of exemptions will be completed at the end of this process, in the latter months of 2017. Our firm will work with Nassau County's exemption experts and cross check the calculation procedures of the exemptions to insure that they are being properly accounted for on the Assessment Roll.

Finalize Tentative Roll

In finalizing the tentative roll we will work with Nassau County's Assessment experts in making sure that the Assessments and values being produced by the Assessment Department are accurate for the residents and property owners of Nassau County.

Review/Test Tentative Roll

Reviewing and testing of the tentative roll occurs throughout the project, however it becomes crucial in the three month period prior to when the roll is completed. This will be an intense process of making sure all values and assessments are accurate with the Nassau County Assessment Department. In addition, the review and testing of the Tentative Roll continues until April 1, 2018, when the roll is finalized as issues and corrections after the tentative roll is released might arise. Our firm will be available, and will work in concert with the Assessment Department to correct any and all issues with the Assessment Department.

Additional Market & Statistical Analysis- Additional Testing for the Final Roll

This is a process that is completed towards the end of the project, usually within the last 3 to 6 months; again just cross checking to make sure that the new Assessment Roll that will be finalized on April 1, 2018 is accurate and equitable for the residents of Nassau County.

Following on the next page is the corresponding project timeline in grid form:

Nassau County - Systematic Review & Analysis of Assessments
APPROXIMATE PROJECT TIMELINE (28 Months)
Timeline - Based on July-August 2015 start
Completion Dates:
1920 Roll
Class 1, 2, 3 & 4
(Residential (1), Condo Coops (2), Utility/Special Franchise (3), Commercial (4))

SVS in conjunction with the staff of the Department of Assessment will adhere to the IAAO guidelines on appraisal review as outlined below:

The IAAO's Property Appraisal and Assessment Administration textbook discusses the appraisal review process in a chapter concerning "quality assurance".

- *The appraisal review process evaluates data quality, the appropriateness of valuation models, the calibration of those models, and the application of the models. Appraisal review includes pre-reviews, field testing valuation models, office reviews, and final field reviews.*
- *Pre-review combines elements of data collection, data review and valuation model review. During Pre-review, appraisers establish which factors require judgments, for example quality grade, condition rating and land influence. Valuation techniques depend on the accuracy and consistency of subjective data items; these are often beyond the ability of ordinary data collectors to recognize and rate on exceptional property.*
- *Before new models are applied, they should be tested in the field on a representative cross section of sold and unsold properties. Valuation documents listing property characteristics and values should be produced for use in field review. Appraisers should start by reviewing data and values on properties that have sold recently.*
    - *Appraisers should then view properties that have not sold recently, first reviewing data and then testing value estimates produced by the model against their own judgments of value – judgments based on sale prices of sold properties.*
    - *The field test also alerts appraisers of the extent to which data and values will need to be field reviewed for the entire area.*
- *Whether to conduct a field review or an office review of the values generated is a critical decision. The field review may be avoided if the appraisers have previously reviewed property characteristics data. In some projects, appraisers review the subjective factors, such as condition, desirability, construction quality, and usefulness of the property, before valuation. If this is not done, field review of the values is important.*
- *Field review. Once the appraiser has completed a review of properties that have sold, a property-to-property review can verify data accuracy, especially of subjective data critical to determination of value. The appraiser should look for exceptional conditions that data collectors may have missed.*

- *In ideal situations, appraisers should be able to conduct drive-by reviews, leaving the vehicle only rarely to check apparent listing errors.*
- *Jurisdictions with recent pictures of the properties may be able to conduct a particularly effective office review.*

The above text regarding "quality assurance" will be followed as closely as possible but dictated by the Department of Assessment and the overall scope of the assignment.

SVS understands the importance of maintaining current market value assessments for Nassau County and recognizes the many benefits of performing a systematic review and analysis of all parcels:

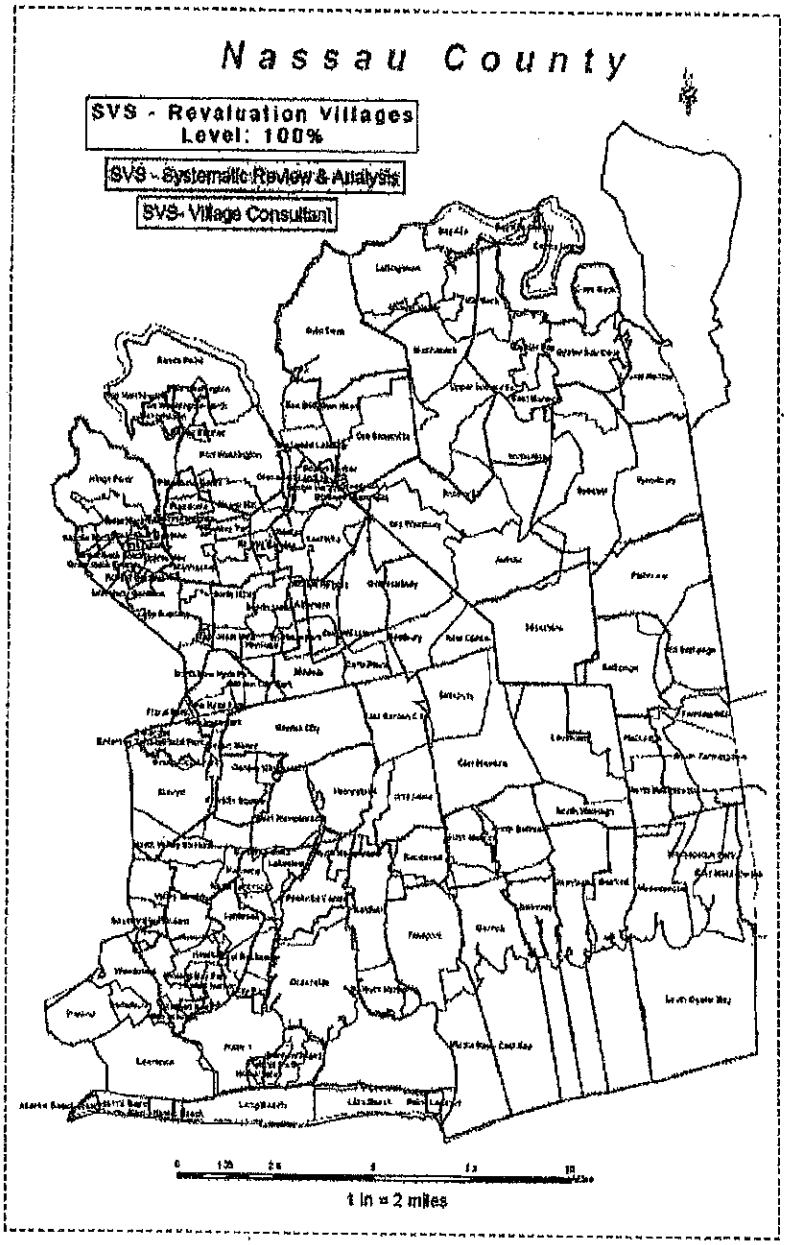
- Assessment Equity for Taxpayers – All property owners will pay their fair share of the tax burden. Unfair or incorrect assessments will be corrected.
- Improved Bond Ratings – By making an effort to keep assessments current, the County may receive an improved bond rating which can potentially save the county a significant amount of money.
- Fewer Successful Court Challenges to Assessments – When market values are current and accurate, property owners are less likely to have successful tax certiorari cases.
- Transparency – 100% market value for Assessments. The process will be easier to explain to taxpayers; therefore, they will have a better understanding of the process.

Additional Benefit:
Our firm has completed a revaluation or systematic review and analysis of all parcels in nine (9) villages within Nassau County. All of these municipalities are committed to maintaining their assessments at 100% of market value and have performed annual updates of their respective rolls to ensure that assessments are current and equitable, and assessments maintained at 100% of market values. Each revaluation and/or update has been overseen by ORPTS who has further tested the results and confirmed and approved a level of assessment of 100%.

We believe that it would be beneficial to the County if the Department of Assessment adopted the values from these nine (9) municipalities, thereby having a single assessment for these parcels. This would certainly eliminate confusion among property owners as to multiple assessments while enabling the use of the most current market values.

In addition, there are six (6) other Villages in Nassau County for which SVS performs assessment consulting services, maintaining their assessment rolls, and defending the rolls from Small Claims filings. As demonstrated by our past and ongoing work with these 15 villages, our knowledge and expertise regarding assessments and market values throughout Nassau County is unmatched.

Please see map on next page highlighting the Villages that we are referring to.


Nassau County
SVS - Revaluation Villages
Level: 100%
SVS - Systematic Review & Analysis
SVS- Village Consultant
1 in = 2 miles

The following 9 pages represent our answers to questions posed by the Assessment Department regarding RFP #AS0320-1312. Our answers would still be the same as when we answered them back in 2013. We have added them into this document for your review.

Systematic Review and Analysis of Assessments

Prepared For

Mr. James E. Davis

Acting Nassau County Assessor

Nassau County Department of Assessment

240 Old Country Road – Fourth Floor

Mineola, NY 11501

Systematic Review and Analysis of Assessments Questions and Discussion Points for RFP Preparers:

1.) **Will the preparer(s) be able to provide individual reports for specific property types (to include but not limited to marinas, golf courses, self-storage, assisted living, nursing homes where needed?**

- While it is possible to provide individual reports for specific property types, there are numerous reasons why this approach would not be efficient or cost effective.
- The preparation of such reports is beyond the scope of the original RFP response.
- This task would be labor intensive and the additional time and expense would be substantial.
- There is little benefit of obtaining individual reports for specific property types. It is more efficient and cost effective to model these properties using IAS so that the valuation parameters can be modified as necessary to accommodate market changes during future updates.
- The preparation of individualized reports for specific property types represents a deviation from the mass appraisal model and would require substantial time and labor costs for future updates.
- The most efficient outcome is to continue to have the IAS system capable of developing value estimates for all property types, this will increase efficiencies and with proper modeling maintain equitable assessments.
- Example: Our firm helped develop the self-storage model for Nassau County. The assessment numbers should be run within that model. Our firm also completed the valuation of all of the golf courses, which should be in your system on a per hole value and contributory cost values for improvements.

2.) **Will the preparer(s) be able to complete a ~~revalue~~ Systematic Review and Analysis of all tax exempt property?**

- 10,650± tax exempt properties. There are 181 Wholly exempt properties with values in excess of $50 million. These include the state colleges and universities, Jones Beach, medical centers, school districts, etc..
- The valuation of all tax exempt properties was not contemplated in the original RFP response and the benefit of completing such a task does not warrant the substantial time or cost, nor is it necessary as part of a systematic review and analysis of assessments.
- As a further discussion point, we would need to see a list of these properties broken out by property type within the tax exempt category. For example, office buildings should still be valued within the office building model if that is what the County decides to do.

- Typically, tax exempt properties are valued at much higher levels to help with calculating State Aid to the County, especially under the category of Highway and Transportation funding. This topic should be a discussion point with the County

3.) **Do they have the ability (manpower) to visit <u>all</u> properties with a specific type to verify inventory, i.e. marinas?**

- The visitation of all properties within specific property types to verify inventory is outside the scope of a systematic review and was not contemplated in the RFP response.
- Verification of property inventory for properties that appear to be incorrectly populated would be addressed and site visits, if necessary, would be conducted.
- For example, with respect to marinas, we would need permission from the property owner to access the site to survey the number of slips on the site.
- In a systematic review, the majority of the data on the properties or inventory is expected to be accurate for the scope of this assignment. Errors will be found and they will be corrected.

4.) **The preparers(s) must be able to provide the DOA with a ratio study for all four (4) property classes, which will be subject to review from the DOA and ORPTS.**

- SVS is prepared to work with the Department of Assessment in completing a ratio study for all Class I, Class II and Class IV properties. A ratio study was not contemplated in the RFP response for Class III properties.
- It is very important to understand that the ratio studies should be completed within Nassau County's IAS software system. Our modelers will cross check these results with our own analysis to obtain a high confidence level that the numbers are accurate.

5.) **Can your company review the top 100 taxable commercial properties need to be specifically addressed and individual reports prepared for each? Residential properties having a fair market value in excess of $5,000,000 (review that value first) will be individually inspected from the Right of Way and incorporated with Pictometry.**

- 199 properties with values in excess of $50,000,00 (other 18 include National Grid, Belmont, LIPA, Malls, etc.)
- There are 445± homes that exceed 4 million properties.
- A separate review of the top 100 (by value) commercial properties would be undertaken in order to verify consistent and equitable valuations.
- Separate reports were not contemplated for the top 100 commercial properties in the RFP response.

- This task can certainly be undertaken, however, it would be labor intensive and the additional time and expense would be substantial.

- There is little benefit of obtaining individual reports for the top 100 commercial properties. It is more efficient and cost effective to model these properties using IAS so that the valuation parameters can be modified as necessary to accommodate market changes during future updates. For example, Roosevelt Field Mall, which we are very knowledgeable with, should be valued within the mall model and should be consistent with methodology applied with the Broadway Mall, Green Acres Mall and The Sunrise Mall.

- The preparation of individualized reports represents a deviation from the mass appraisal model and would require substantial time and labor costs for future updates.

- The most efficient outcome is to continue to have the IAS system capable of developing value estimates for all properties; this will increase efficiencies and with proper modeling maintain equitable assessments.

- To the same end, individually valuing over 445± high end homes, is also problematic. Most all of these homes will end up within our outlier category and be individually reviewed by an appraiser and the value modified within your IAS assessment system.

6.) **Can your company provide land values for both residential and commercial property as a part of this ~~re-val~~ Systematic Review and Analysis? This will also require a review with DOA staff relative to comparing the locational influences currently found on specific properties**

- Land values will be verified on all properties. The current system is flawed on the way it is producing land values. This is one of the areas our modelers will have to look at to allocate a more accurate land value to the properties. This is all part of doing a systematic review of the assessment roll.

- Locational influences, both positive and negative, will be considered within the systematic review and analysis of the assessments. If they were missed, they will be added into the system, if they were done incorrectly they will be corrected in the system.

7.) **Should the DOA decide to put out a data mailer, will the preparer(s) be prepared to assist DOA personnel to take in all inventory so that changes can be made by DOA staff?**

- Our firm is certainly capable of assisting the DOA personnel in capturing all inventory changes if a data mailer is sent out. This task is beyond the original scope of work contemplated in the RFP response and, as such, there would be an additional time and expense associated with this procedure.

- When completing a systematic review and analysis of assessments, a global data mailer is usually not part of the process. Typically, you are relying on your base data and making changes on assessment and data errors that make themselves evident during the process of the systematic review.

8.) **The preparer(s) will be responsible for providing a value for each cooperative\condominiums? apartment building and, in addition, will provide a spreadsheet indicating a proportional breakdown of unit values.**

- All cooperative apartment buildings will be modeled using IAS. The models will be tested for consistency and the resulting value estimates will be reviewed for accuracy.
- Within Nassau County's IAS assessment system is a separate model for cooperative apartment buildings which values them as rental apartment buildings. The cooperative property is on a single lot and taxes are paid by the individual owners through their maintenance payment. Our firm is very experienced with this process and will be able to review the way in which the Nassau County model is functioning or not functioning.

9.) **In addition to providing the income based valuation for Class 2 condominiums, the preparer(s) must also provide the sale based values for all Class 1 condominiums.**

- As part of the systematic review and analysis of assessments, all Class II residential condominiums will be valued utilizing income based models within IAS and all Class I residential condominiums will be valued utilizing sales based models.
- The in-place system should already recognize Class I and Class II condominiums. Our firm will verify this and make sure that these condominiums are being categorized properly.
- Buildings containing less than four (4) stories are categorized as Class I condos. Buildings containing four (4) stories and above are categorized as Class II condos.

Discussion Points:

1.) **The preparer(s) must indicate to the Committee if they capable of providing the DOA with the value of all commercial property (to include both Class 2 and Class 4). How are they going to value properties where income/expense information is either limited or non-existent and, how will they handle ETPA buildings were income/expense data is also limited? They should be able to indicate how they are going to value each specific property type, especially where the methodology has been specified by the courts (golf courses, etal) and to provide reports for specific properties for the DOA to review when requested.**

- Our firm is very capable, with the size of our staff, to provide the DOA with a systematic review and analysis of all commercial properties within Class 2 and Class 4 of the assessment roll. Our firm has experts in all of the different types of commercial properties within Nassau County.
- Utilizing income modeling within IAS, value estimates will be provided for all Class II and Class IV properties.
- Assessments are based upon fee simple value.
- Income models for all property types will be based upon income and expense data obtained from our internal database, published indices and when necessary from fellow appraisal firms.
- All property types will be valued utilizing IAS and court mandated methodology will be applied.
- Separate reports were not contemplated for specific commercial property types in the RFP response.
    - This task would be labor intensive and the additional time and expense would be substantial.
    - There is little benefit of obtaining individual reports for specific commercial property types. It is more efficient and cost effective to model these properties using IAS so that the valuation parameters can be modified as necessary to accommodate market changes during future updates.
    - The preparation of individualized reports represents a deviation from the mass appraisal model and would require substantial time and labor costs for future updates.
    - The most efficient outcome is to continue to have the IAS system capable of developing value estimates for all properties, this will increase efficiencies and with proper modeling maintain equitable assessments.

- Finally, in a systematic review and analysis of the Nassau County Assessment Roll, our firm is keenly aware of the results and the methodology accepted by the Nassau County Courts. However, all assessing must be completed within your IAS assessing system and should not be based on individual property appraisals. The system should be able to provide consistent assessment levels by property type. Our firm will ensure that each model is calibrated properly for each property type.

- Another discussion point should pertain to Class III properties. It is assumed that we will be relying on the values from New York State.

2) Can your company provide a review of the residential values which will be done in-house but will be subject to review?

- This is expected in a systematic review and analysis of the County's residential values. During the course of the systematic review, residential values will be generated utilizing appropriate modeling in IAS.

- Various edit reports will be generated in order to test the reasonableness of the models and values.

- During the course of the systematic review, other items must also be considered, such as changing the neighborhood parameters and possibly accepting assessment rolls from incorporated villages that have completed annual revaluations of their properties. Adopting such procedures, should make the Nassau County Assessment Roll much more defensible.

3) Will the preparer(s) be available to meet with DOA staff with regards to meeting ORPTS criteria during the systematic review and analysis process on a timely basis?

- During the course of the systematic review and analysis of assessments, we will work closely with the DOA and ORPTS to meet any mutually agreed upon deadlines.

- Our firm has a very good relationship with ORPTS and is fully versed in their requirements for a Systematic Review and Analysis of Assessments. It should be discussed with Nassau County, on the way in which it handles the ORPTS requirements.

4) The preparer(s) must be available for public meetings, when required. A series of meetings is being scheduled which will include the DOA to provide being available at all 56 school districts. The actual scope of involvement relative to the contractor will be determined at a later date.

- One of our firm's primary expertise is dealing with the public in public forums. Our firm will be available to work with Nassau County whenever a public issue arises. However, our RFP response for the Systematic Review and Analysis of Assessments did not contemplate attendance or participation in as many public meetings. Inclusion of this task will result in additional time and expense.

- The scheduling of over 56 meetings and including countless other meetings is labor intensive and will have to be reconsidered in the pricing.

- At this point, it is unclear to our firm, the way in which the contract would be able to be modified for items "to be determined at a later date". A discussion should follow with the committee. This would seem to be a very difficult and cumbersome billing item.

5) **The preparer(s) will be responsible for the training of DOA staff in such a manner that at the end of the project, the staff will be knowledgeable in the operation of those phases of mass appraisal to be able to assume the maintenance of values. This will include all property types.**

- This discussion point is very difficult to address. Our firm does not know the level of competency that the DOA employees have working with the IAS assessment system over the past 10 years. Training DOA employees to properly use the system for mass appraisal was not contemplated in our RFP response for the Systematic Review and Analysis. If this must be included in the scope of work, additional time and expense would be required to complete this task.

6) **The preparer(s) will be required to provide sufficient personnel to entertain an informal review process that would be performed via telephone or a web-based system. This informal review system needs to be available to the public during both day and evening hours. The viability of having face to face meetings must also be discussed at this time. (Moving the location of these meetings throughout the County needs to be discussed).**

- The informal review process is an item that should be thoroughly discussed with the committee. Typically, there is no informal review process when doing a systematic review and analysis of assessments. The assessments are changed and the residents and property owners have the same methods of grieving their taxes as they always do, if they believe they are incorrect.

- In 2003/2004, it is our recollection that Nassau County had over 38,000 residents inquire regarding their taxes at informal reviews after the last revaluation. One can only imagine that if you didn't have to come down in person and this was done over a telephone or web-based program. There would be well over 100,000 cases to handle. This will add a significant cost to doing this project.

- To reiterate, a systematic review and analysis of assessments does not necessitate the implementation of an informal review process and is not contemplated as part of the RFP Response.

    - If such a review process is deemed necessary, personnel will be provided at a substantial time and cost.

Summary

Standard Valuation Services is uniquely qualified to complete the complex and extremely important tasks associated with this project. These qualifications are manifest in our firm's advanced capabilities in mass valuation modeling, comprehension of the County's IAS, intimate knowledge of the Nassau's complex and highly diverse residential and commercial market, knowledge of NYS Real Property Tax Law and our demonstrated ability to work closely and effectively with all stakeholders – *residents, business/property owners, ORPTS, local government officials and assessment staff, legal professionals, NYS lawmakers, and a team of real estate experts.*

The successful and timely completion of the project will be the overriding mission of the firm and ensured by the dedication of our staff of professionals that includes the skilled residential and commercial real estate experts that collectively know each and every neighborhood – and a vast majority of properties, complemented by valuation modeling experts that are capable of competently engaging with government, property owners, property owner representatives, the courts, etc.

Appendix A
Cost Proposal

DELIVERABLE	RATE	#Parcels	COST
Project Management	$1.25	419,484	$524,355
Data Management	$0.75	419,484	$314,613
Public Relations	$0.50	419,484	$209,742
Property Inventory, Review	$1.00	419,484	$419,484
Sale File Development and Edits	$0.50	419,484	$209,742
Neighborhood Analysis/Delineation/Refinement	$0.75	419,484	$314,613
Assessment Modeling and Review		419,484	
- Residential	$1.25	360,678	$450,848
- Commercial	$3.25	58,806	$191,120
- Utilities			$350,000
Recalibration of Assessments Roll & Review	$1.75	419,484	$734,097
Trending and LOA Analysis	$0.50	419,484	$209,742
Provide support documentation	$1.00	419,484	$419,484
Total Cost			**$4,347,839**

Note: Additional public meetings, if required by Nassau County would be payable in arears at $125 per hour for contractor staff, providing, however, in no event shall the total amount exceed $325,000.*

*This statement is taken directly from the prior contract negotiated April 9, 2015 with The Nassau County Attorney's Office.

Note: As noted on page 8 of this document, the total parcel count and the allocation for the Classes does not match up exactly with the 2014 final roll. In quoting a cost for this entire project, this did not appear to be a major issue and our firm used the number provided by Nassau County.

Based on the current RFP issued on May 18, 2015, Nassau County has requested [page 6, paragraph G] that the bidder *"provide the County with a bid that is based on the combined Tax Classes broken down by each Tax Class or may choose an individual Tax Class according to the bidder's level of expertise."*

We have elected the option of a bid that is based upon the combined tax classes, and have broken down or allocated that bid in order to be fully responsive to the amended RFP. Our firm is bidding for the entire project at $4,347,839.00. The allocation for Classes based on this overall bid would be as follows:

Total Cost of Systematic Review and Analysis of Assessments		**$4,347,839**
Class 1	1- to 3-family Residential Properties	$1,950,000
Class 2	Residential Property, greater than 3 units, including Condominiums and Cooperatives	$ 400,000
Class 3	Utility Company Equipment and Special Franchise Property	$ 500,000
Class 4	All Other Real Property (e.g., retail, office, hotels, industrial)	$1,497,839

Note: The above grid represents a price allocation for the four (4) Classes. It should be noted, that estimating costs in the individual Classes is extremely difficult to allocate prior to doing the project triage and analysis of what each Class needs with regards to employee resources. Furthermore, as the project progresses company resources might have to shift between Classes to handle problems that arise in each respective Class. Classes 2 and 3 are the easiest Classes to allocate resources for since the employee demand is moderate and the size of the projects by the number of parcels in each Class is relatively small. Classes 1 and 4 are very difficult to separate or allocate as they represent large parcel counts and are high in employee demand with vast employee resources required to complete either task. Large shifts of resources could be shifted to either Class on an as needed basis to complete this project successfully.

An understanding and appreciation of the base proportions for each class of property and the adjusted base proportions is crucial to ensure that shifting of values between the classes, if any, is accurately accounted for and applied in accordance with State Law. Monitoring the equity between each class is critical in maintaining the current balance within these classes. It is imperative that the selected company understands the complexity and relationship between the classes and is able to undertake the complex calculations of the pre- and post-systematic review analysis.

The proposed Nassau County Systematic Review and Analysis of Assessments is projected to be a 32 month project that will be extensive in many ways regarding personnel resources provided by individuals with the appropriate experience and knowledge base to handle the complex issues of the Assessment roll and its Class system. We believe that based on the magnitude and size of the Nassau County Role and its complexity, the resources needed to complete this task are accurately represented by the cost of this project. It is important to understand that many of the employees working on this project have over 25 years of real estate and assessment experience, for without them the Systematic Review project would not be able to be done correctly for the residents and property owners of Nassau County.

The "Resource Allocation Matrix" below illustrates the projected employee assignments for each property class. This chart highlights the strength of our employee base as well as the indication that all four property classes are inter-related and are not independent or isolated components of the whole.

Resource Allocation Matrix by Property Class

Project Task	Class 1	Class 2	Class 3	Class 4
Skill Level	HIGH	HIGH	HIGH	HIGH
Employee Demand	HIGH	MODERATE	MODERATE	HIGH
Entire Project Supervisor/Public Relations	Matthew L. Smith, MAI, SRA	Matthew L. Smith, MAI, SRA	Matthew L. Smith, MAI, SRA	Matthew L. Smith, MAI, SRA
Project Supervisors	Andrew W. Albro, MAI Neal Peysner, SRA	Andrew W. Albro, MAI Neal Peysner, SRA Joanne Smith, MAI	Andrew W. Albro, MAI Neal Peysner, SRA	Andrew W. Albro, MAI Neal Peysner, SRA
Project Supervisors	Neal Peysner, SRA Albert Babino, SRA Robert Reed, SRA John Walch Joanne Smith, MAI	Andrew Albro, MAI Ron Camilleri, MAI Neal Peysner, SRA	Andrew Albro, MAI Ron Camilleri, MAI Federal Appraisal & Consulting (Multiple Employees)	Andrew Albro, MAI Ron Camilleri, MAI Robert Studwell, MAI Dave Bahr
Modelers	Neal Peysner, SRA Albert Babino, SRA John Walch	Ron Camilleri, MAI Dave Bahr John Walch	Ron Camilleri, MAI Dave Bahr John Walch	Ron Camilleri, MAI Dave Bahr John Walch
Data Management	Vivian Scalia Rosamaria LeSorsa Jennifer Balestrieri Patrick Smith Mark Sauvigne	Vivian Scalia	Vivian Scalia Federal Appraisal & Consulting (Multiple Employees)	Vivian Scalia
Appraisal Review	Residential Experts Albert Babino, SRA David Ryan Diane Miller Gina Colletti John Collopy Kate Chapman Barry Sorensen Lorraine Brunner Maryellen McDonough Robert Reed, SRA Sandra Legatti	Residential Experts Diane Miller Maryellen McDonough Lorraine Brunner Commercial Experts Lori Coffey, SRA Matthew Holtz Wayne Covington	Commercial Experts Dave Bahr Federal Appraisal & Consulting (Multiple Employees)	Commercial Experts Alfred Conforti Carol Donohue-Bernstein Greg D'Esposito Joanne Smith, MAI Keara Cowan Lori Coffey, SRA Matthew Busch Matthew Holtz Robert Studwell, MAI Scott Shore Wayne Covington
National Modeler Review	Thimgan & Associates (Multiple Employees)	Thimgan & Associates (Multiple Employees)	Thimgan & Associates (Multiple Employees)	Thimgan & Associates (Multiple Employees)

The above Matrix is offered to illustrate the resources and expert staffing contemplated in determining our cost figure of $4,347,839. The resources and expertise to be committed to this complex, 32-month endeavor is appropriately matched to our cost estimates.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: Matthew L. Smith **DATE:** June 8, 2015

SUGGESTED PAYMENT SCHEDULE

SUGGESTED PAYMENT SCHEDULE
(Based on 32 month payout - Starting in August 2016)

BID AMOUNT $ 4,347,839

		Payment	Cumulative	Outstanding	Annual Payment
2016	January				
	February				
	March				
	April				
	May				
	June				
	July			$ 4,347,839	
(Start)	August	$ 175,000	$ 175,000	$ 4,172,839	
	September	$ 175,000	$ 350,000	$ 3,997,839	
	October	$ 175,000	$ 525,000	$ 3,822,839	
	November	$ 175,000	$ 700,000	$ 3,647,839	
	December	$ 175,000	$ 875,000	$ 3,472,839	$ 875,000
2016	January	$ 135,000	$ 1,010,000	$ 3,337,839	
	February	$ 135,000	$ 1,145,000	$ 3,202,839	
	March	$ 135,000	$ 1,280,000	$ 3,067,839	
	April	$ 135,000	$ 1,415,000	$ 2,932,839	
	May	$ 135,000	$ 1,550,000	$ 2,797,839	
	June	$ 135,000	$ 1,685,000	$ 2,662,839	
	July	$ 135,000	$ 1,820,000	$ 2,527,839	
	August	$ 135,000	$ 1,955,000	$ 2,392,839	
	September	$ 135,000	$ 2,090,000	$ 2,257,839	
	October	$ 135,000	$ 2,225,000	$ 2,122,839	
	November	$ 135,000	$ 2,360,000	$ 1,987,839	
	December	$ 135,000	$ 2,495,000	$ 1,852,839	$ 1,620,000
2017	January	$ 135,000	$ 2,630,000	$ 1,717,839	
	February	$ 135,000	$ 2,765,000	$ 1,582,839	
	March	$ 135,000	$ 2,900,000	$ 1,447,839	
	April	$ 135,000	$ 3,035,000	$ 1,312,839	
	May	$ 135,000	$ 3,170,000	$ 1,177,839	
	June	$ 135,000	$ 3,305,000	$ 1,042,839	
	July	$ 135,000	$ 3,440,000	$ 907,839	
	August	$ 135,000	$ 3,575,000	$ 772,839	
	September	$ 135,000	$ 3,710,000	$ 637,839	
	October	$ 135,000	$ 3,845,000	$ 502,839	
	November	$ 135,000	$ 3,980,000	$ 367,839	
	December	$ 135,000	$ 4,115,000	$ 232,839	$ 1,620,000
2018	January	$ 85,000	$ 4,200,000	$ 147,839	
	February	$ 85,000	$ 4,285,000	$ 62,839	
	March	$ 62,839	$ 4,347,839	$ -	$ 232,839
TOTAL					$ 4,347,839
Public Meetings *		Payable in arrears at $125 per hour for Contractor staff, provided, however, in no event shall the total maximum exceed $325,000.*			$ 325,000

*Additional service if requested by Nassau County

Appendix B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

STAFFING: Bios of firm principals and senior staff expected to take a leading role in the project are included on following pages. A summary identification of the staff expected to be assigned to this project is also presented below:

Personnel	Job Title	Personnel	Job Title
Matthew L. Smith	Project Manager	Lori Coffey	Commercial Expert
Andrew W. Albro	Project Manager	Matthew Busch	Commercial Expert
James Thimgan*	Lead Modeler	Matthew Holtz	Commercial Expert
Dave Behr	Modeler	Robert Studwell	Commercial Expert
John Watch	Modeler	Scott Shore	Commercial Expert
Neal Peysner	Modeler	Wayne Covington	Commercial Expert
Ron Camilleri	Modeler	Albert Babino	Residential Expert
Mark Sauvigne	Data Specialist	David Ryan	Residential Expert
Patrick Smith	Data Specialist	Diane Miller	Residential Expert
Rosemaria LaSorsa	Administration	Gina Colletti	Residential Expert
Vivian Scalia	Administration	John Colleary	Residential Expert
Jennifer Balestrieri	Administrative Asst.	Kate Chapman	Residential Expert
Alfred Conforti	Commercial Expert	Larry Sorensen	Residential Expert
Carol Donohue-Bernstein	Commercial Expert	Lorraine Brunner	Residential Expert
Greg D'Esposito	Commercial Expert	Maryellen McDonough	Residential Expert
Joanne Smith	Commercial Expert	Robert Reed	Residential Expert
Keara Cowan	Commercial Expert	Sandra Legotti	Residential Expert

- *Subcontractor/Expert – Please see attached pages for qualifications
- Organizational Chart and Bios attached

APPENDIX B

COMPANY BACKGROUND AND BIOS

Standard Valuation Services is a long established, Nassau County based, regional real estate appraisal and consulting firm, with extensive depth and breadth of commercial and residential property valuation, mass appraisal and valuation modeling, consulting, and expert witness experience.

Our highly diverse valuation practice, including our client base and professional staff, provides us with specialized and contemporaneous market data and expertise necessary to support and complement our valuation consultants.

We have demonstrated experience in appraisal and valuation consulting of all types of commercial and residential real estate throughout the Long Island and New York metropolitan region, including all forms of housing, multi-family buildings, shopping centers, office buildings, vacant land, and development projects.

Extensive use of photographs, geographic information systems (GIS), aerial photography and exhibits allows for comprehensive reporting. We subscribe to many real-time data services and proprietary databases, including the Long Island Multiple Listing Service, Real Estate Board of New York, CoStar, and Comps Inc.

QUALIFICATIONS

Standard Valuation Services has been providing valuation, consulting, and expert witness services in the New York Metropolitan region for over twenty-six (26) years. In this period we have become the largest and most diversified appraisal company on Long Island.

Our three (3) principals have all achieved the highest designations in the real estate appraisal field, the MAI designation with the Appraisal Institute. In addition to the three principals, our firm also employs two (2) additional MAI and four (4) SRA designated appraisers.

Three Principals:

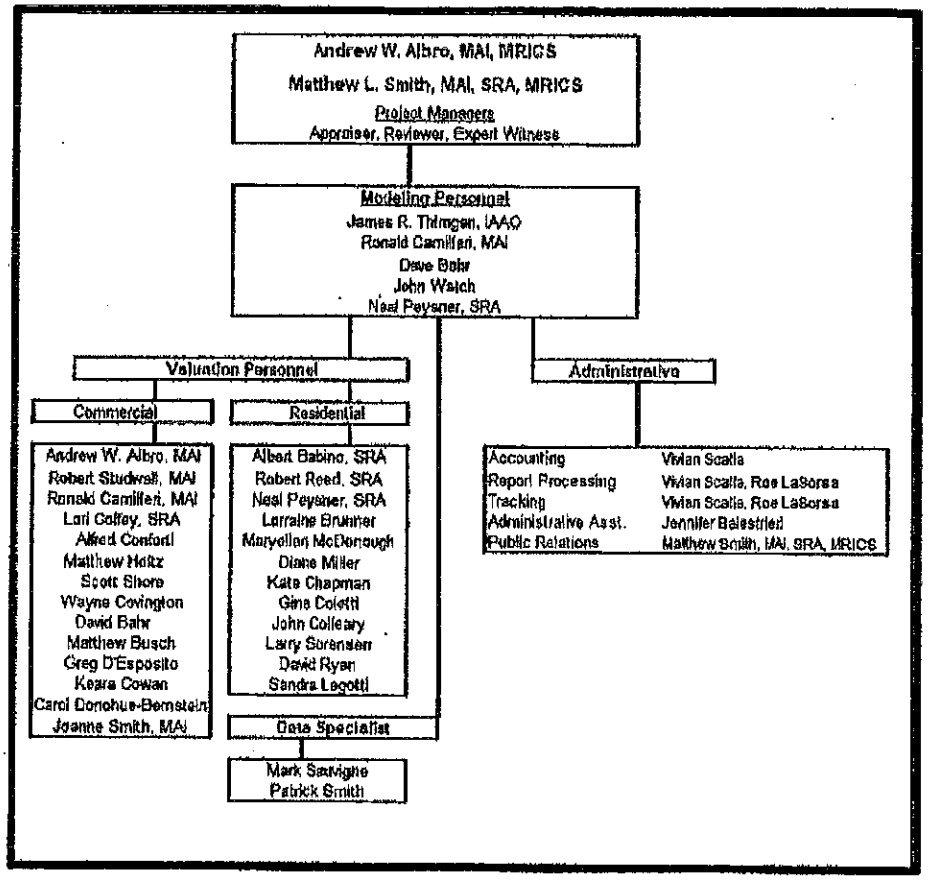
Matthew L. Smith, MAI, SRA, MRICS - President
General New York State Real Estate Appraiser - Certification #46000002556

Andrew W. Albro, MAI, MRICS - Executive Vice President
General New York State Real Estate Appraiser - Certification #46000002861

Joanne E. Smith, MAI - Secretary/Treasurer
General New York State Real Estate Appraiser - Certification #46000006249

Each of the three principals has extensive experience in both residential and commercial appraising, including over thirty (30) years of appraising throughout the region.

ORGANIZATIONAL CHART



QUALIFICATIONS OF THE PRINCIPALS AND PARTICIPANTS IN THE PROJECT

MATTHEW L. SMITH MAI, SRA, MRICS

CERTIFIED GENERAL REAL ESTATE APPRAISER

State of New York – ID # 46000002556

***Matthew L. Smith** is a graduate of St. John's University College of Business Administration, Jamaica, New York, with a Bachelor of Science Degree in Business Management. He is an active member of the Appraisal Institute, keeping current with market trends by attending seminars, meetings and lectures. Mr. Smith has been engaged in the real estate industry since 1983.*

Mr. Smith's appraisal experience and involvement has encompassed over twenty-five states with concentrated expertise in the New York Metropolitan and Long Island (Nassau/Suffolk) Areas. Various property types appraised include single family residences, apartment buildings, schools, temples, churches, shopping centers, office complexes, residential subdivisions, large land holdings, restaurants, fast food chains, nursing homes, congregate care facilities, campgrounds, golf courses, industrial buildings, and cooperative or condominium conversions.

Mr. Smith is the President of **Standard Valuation Services** and is designated with the Appraisal Institute.

Professional Affiliations

- MAI (#9990) Member, Appraisal Institute, Long Island Chapter
- Senior Residential Appraiser (SRA) Member, Appraisal Institute, Long Island Chapter
- Certified General Real Estate Appraiser, State of New York (Cert. #46000002556)
- Chair – New York State Board of Real Estate Appraisal (Governor's Appointee) (1997-2001) and (2002-2006)
- Chair – New York State Licensing Services Advising Task Force (Governor's Appointee) (2000),
- Member – New York Condemnation Conference
- Salesperson – Long Island Board of Realtors
- Member of Audit Committee – Appraisal Institute, 2002
- President, Appraisal Institute, Long Island Chapter (1999)
- International Board of Directors, Appraisal Institute (1999-2001) (2002-2004)
- Regional Board of Directors, Appraisal Institute, Region IV (1999-2001) (2002-2004)
- Regional Chair, Appraisal Institute – Region IV 2001,2004
- Regional Vice Chair – Appraisal Institute, Region IV 2000, 2002, 2003
- Chair of Government Relations Committee – Appraisal Institute 2002
- Chair of APPAC – Appraisal Institute – 2002
- Vice Chair of Public Affairs Committee – Appraisal Institute - 2002
- Master Degree Liaison to the Board of Directors, Appraisal Institute – 2001, 2002
- University Degree Program Committee Liaison to the Board of Directors – Appraisal Institute – 2001, 2002
- Leadership, Development and Nominating Committee 2005, 2006

Expert Testimony

- Nassau County Supreme Court
- Suffolk County Supreme Court
- Nassau County Bankruptcy Court
- Suffolk County Bankruptcy Court
- Kings County Supreme Court
- New York City Law Dept. (Arbitration)
- Village of Sea Cliff (Tax Certiorari)
- City of Glen Cove (Mass Appraisal)
- Nassau County Legislature (Tax Certiorari)
- Village of Mineola (Zoning Hearing)
- Village of New Hyde Park (Zoning Hearing)
- Town of Oyster Bay (Zoning Hearing)
- Sewanhaka School District (Consultation)
- Elwood School District (Consultation)
- Village of Old Westbury (Zoning Hearing)
- Village of East Williston (Tax Certiorari)
- Village of Westbury (Tax Certiorari)
- Nassau County (Mass Appraisal)

Association Memberships

- President of the Lions Club, Mineola Chapter (1995, 1996 and 1997)
- President, Town of North Hempstead Century Club (1997 and 1998)
- Executive Board Member – Education Assistance Corporation (EAC)
- Member of the Sons of Norway, Glen Head
- Member of the Friendly Sons of Saint Patrick, Long Island Chapter
- Member of the Irish-Americans in Government
- President of Wheatley Hills Golf Club (2003-2005)
- Member of the Assessors Association of Nassau County
- Member of Board of Directors, Greenwoods Country Club

ANDREW W. ALBRO, MAI, MRICS

State Certified General Real Estate Appraiser
State of New York - ID # 46000002861

STANDARD VALUATION SERVICES
Executive Vice President, Principal

Real Estate Appraisal and Consultation
Dealing with commercial, industrial, residential and special-use properties for a variety of functions, including:

Tax certiorari; condemnation and damage analyses; right-of-way, utility, and conservation easements; urban renewal; financing, sale and lease negotiations; arbitration, investment decisions; asset management; foreclosure and asset recovery; market studies and feasibility analysis.

Properties appraised include vacant land, urban and suburban apartment complexes, restaurants, gas stations, large manufacturing plants, industrial lofts, subsidized housing projects, regional shopping malls, shopping centers, urban and suburban office buildings, leaseholds, partial interests, hotels, daycare centers, assisted living facilities, marinas, theaters, recreational facilities, schools and campuses, road and corridors, communication tower sites, billboards and other special-use properties.

Perform and review eminent domain appraisals for condemnees and condemnors, including New York State Department of Transportation, City of New York Law Department, City of Long Beach, Village of Westbury, Federal Aviation Administration, and Town of Hempstead Planning Department.

Perform tax certiorari appraisals, reviews and consultations for petitioners and municipalities, including Villages of Mineola, East Williston, Williston Park, Lynbrook, Massapequa Park, Roslyn; Nassau County; City of New York and City of Long Beach.

- ***Expert Testimony:***
  - New York State Court of Claims
  - New York State Surrogate's Court, New York County
  - Nassau County Supreme Court
  - Suffolk County Supreme Court
  - Kings County Supreme Court
  - Queens County Supreme Court
  - New York County (Manhattan) Supreme Court
  - Town of North Hempstead Zoning Board of Appeals
  - American Arbitration Association
  - Village of Mineola Zoning Board of Appeals
- ***Education:*** St. John's University, Jamaica, New York

Bachelor of Science in Quantitative Analysis, 1986

➢ ***Association Membership:***

MAI (#11882) Member, Appraisal Institute, Long Island Chapter
MRICS Designation, Royal Institute of Chartered Surveyors
CSA-G Designation, Columbia Society of Real Estate Appraisers
Member of New York State Condemnation Conference
Member of International Right of Way Association
Village of Mineola Community Planning Committee

➢ ***Professional Affiliations:***

Long Island Chapter, Appraisal Institute

- 2009: Chair, Nominating Committee
- 2008: Chapter President, Regional Representative
- 2007: Chapter Senior Vice President, Regional Representative
- 2006: Chapter Vice President
- 2005: Chapter Secretary
- 2003–04: Chair, General Seminars Committee
- 2001–2002: Chair, Chapter By-laws Committee
- 1998–2000: Chair, Associate Member/General Liaison Committee
- 1995–1999: Vice Chair, Course Coordinator, Education, General

➢ ***Instructor:***

Seminar, Nassau County Attorney's Office, June 2009
Capitalization Rates – Facts and Fiction

➢ ***Seminar Developer:***

Seminar, New York State Bar Association, April – May 2010
Real Property Valuation in Changing Times

➢ ***Continued Education:***

Attend frequent seminars and continued education courses sponsored by various organizations, including the following Appraisal Institute seminars:

- "Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets"
- "Appraisal of Nonconforming Uses"
- "Appraising Environmentally Contaminated Properties: Understanding and Evaluating Stigma"
- "Rates and Ratios: Making Sense of GIMs, OARs and DCF"
- "Evaluating Commercial Construction"
- "Subdivision Analysis"
- "The Road Less Traveled: Special Purpose Properties"
- "Small Hotel/Motel Valuation"
- "Real Estate Value, Finance and Investment Performance"
- "Eminent Domain and Condemnation"
- "Easement Valuation"
- "The Law and Value: Communication Corridors, Tower Sites, and Property Rights"
- "Appraisal of Nursing Facilities"
- "Appraising Troubled Properties"
- "The Valuation of Real Estate Businesses"
- "Attacking and Defending an Appraisal in Litigation"
- "Valuation and Evaluation of Proposed Projects"

JOANNE E. SMITH, MAI

CERTIFIED GENERAL REAL ESTATE APPRAISER

State of New York – ID # 46000006249

Joanne E. Smith is a graduate of **St. John's University**, College of Business Administration, Jamaica, New York, with a Bachelor of Science degree in Business Management. Ms. Smith has demonstrated her ability to evaluate the conditions within the real estate industry and has made evident her ability to conduct market studies and appraisals of commercial property.

Ms. Smith is co-founder of **Standard Valuation Services**, and at present is the Secretary/Treasurer. Prior to establishing Smith Valuation Services, Ms. Smith controlled the daily operations, management of personnel and reviewed assignments for a prominent local appraisal organization, with the title of Director of the Regional/Long Island Division. She actively attends seminars and meetings on real estate and related subjects regularly to maintain a professional level of knowledge.

Ms. Smith's appraisal experience and involvement has encompassed over fifteen states, with various property types appraised including apartment buildings, office complexes, industrial buildings, "mini" warehouses, hotels, shopping centers, co-operative or condominium conversions, subdivisions, and other specialty type properties. Her primary area of expertise is the Long Island (Nassau/Suffolk) Real Estate market.

Ms. Smith has successfully completed the following course outline sponsored by the Appraisal Institute:

- Appraisal Institute, Long Island Chapter: Introduction to Appraising Real Property, Course 101 (9/84).
- Appraisal Institute, Long Island Chapter: Applied Residential Property Valuation, Course 102 (2/85).
- Appraisal Institute, Long Island Chapter: Introduction to Appraising Income Property, Course 201 (12/85).
- Appraisal Institute, Long Island Chapter: Applied Income Property Valuation, Course 202 - (2/86).
- Appraisal Institute, Long Island Chapter: Professional Practice - 2 Day Seminar - (10/90).

Professional Affiliations

- Member Appraisal Institute (MAI), No. 10970, Long Island Chapter.
- Publication Chairperson, Appraisal Institute, Long Island Chapter. - 1991, 92, 93, 94
- Chairperson of the Course Coordinators, Appraisal Institute, Long Island Chapter 1989/1990 & 1991.
- Course Coordinator, Appraisal Institute, Long Island Chapter - (1986/1987) - (1987/1988).
- Certified General Real Estate Appraiser, New York State (Cert. #46000006249).
- Licensed Real Estate Salesperson, New York State.

NEAL D. PEYSNER, SRA
State Certified General Real Estate Appraiser
State of New York - ID# 46000003544

Position: Director of Residential Certiorari Division

Education: State University of New York at Albany, Bachelor of Arts, May 1983

Professional History: Standard Valuation Services
Senior Residential Appraiser, March 1992 to Present.

John MacCrate Jr. Inc./MacCrate Associates Inc.,
Real Estate Appraiser and Analyst, February 1986 to March 1992

Professional Experience:

- Valuation and consulting assignments involving residential, commercial, industrial or special-use properties for a variety of functions including:

  Tax certiorari, division of assets, development rights, conservation easements, financing, sale and lease negotiations, investment decisions, asset management, foreclosure and asset recovery, market studies and feasibility and Highest & Best Use analysis.

- Properties appraised on a regular basis include single and multifamily dwellings, historic residences, multi-acre estates, condominium and cooperative units, apartment buildings, vacant land, gas stations, industrial buildings, school properties, recreational facilities including golf and country clubs, self-storage facilities and other special use properties.

- Specialization in the valuation of high-end residential properties on Long Island with focused experience in Nassau County's Gold Coast communities and the "Hamptons" area of Suffolk County's South Fork.

- Qualified as Expert Witness by New York State Supreme Court, New York City and Nassau County. Provided Expert Testimony in the Village of Old Westbury. Consulted with the Villages of East Williston, Mineola, Sea Cliff, Westbury and Williston Park regarding reassessment options.

- Performed eminent domain appraisals for the Town of Hempstead Planning Department.

- Assisted and advised nine (9) appraisers involved in the preparation of over 100,000 tax certiorari cases for Nassau County that included the completion of over 15,000 real estate appraisals.

- Performed Tax Certiorari appraisals for petitioners and municipalities including the Village of East Williston and Mineola and the County of Nassau. Completed over 5,500 Competitive Market Analyses and 1,550 appraisals for tax certiorari cases in Nassau County over the past two years.

- Represented Nassau County Department of Assessment in over 100 Small Claims Assessment Review proceedings.

- Project Manager for the City of Glen Cove revaluation project in 2000/01. This Revaluation included 6,800± residential parcels as well as 800± commercial parcels.

- Notable properties appraised include the Estates of Loew, Morgan, Dean, Niven, Pratt, Pulling, Schiff, Reginald Lewis, Winthrop, Plimpton, Ossorio, Margaret Boegner, Charles Wang, Payson, H. Christopher Whittle, portions of former estates of Levitt, Winston F.C. Guest, G. M. Simonson, Delancy Kountze, Harry Payne Whitney, Goodyear, Ralph Lauren, Geoffrey Beene, Seymour Cohen (former Uris estate), Gardiner's Island (3,347 acres), New York Institute of Technology at Old Westbury (514 acres).

- Appraisals of other noteworthy properties include the Mill River Club, a 124± acre private country club; the Muttontown Golf and Country Club, a 117± acre private country club; Southaven Farm, a 128± acre former farm which was purchased for preservation; Kirby Hill, a 150± acre residential estate. The Trinity Church of Roslyn, circa 1906, which encompasses 24,400+ square feet of building area and is listed on the National Register of Historic Places, Nassau County farms including Rottkamp Farm, Meyers Farm and Villa Banfi.

- Historic homes (200+ year old) in the Village of Flower Hill, Sands Point, Roslyn and the City of Glen Cove have been appraised.

Professional Affiliations

Appraisal Institute:	SRA Member, Long Island Chapter
Appraisal Institute:	Long Island Chapter – 1995-2007 Chair or Committee Member of Career Opportunity, Scholarship, Associate Member Liaison or Seminar Committees
Regional Advisor:	NYS Board of Real Estate Appraisal – Since 11/98
Assessors Association of Nassau County:	Member
Realtor Member:	Long Island Board of Realtors – Since 1987 New York State Association of Realtors, Inc. National Association of Realtors
Salesperson:	Real Estate - State of New York - Since June 1984
Notary Public:	Nassau County - NYS - Since March 1989
Long Beach Historical Society:	Member

RONALD CAMILLERI, MAI

Certified General Real Estate Appraiser
State Of New York - ID # 46000026088

Experience:

STANDARD VALUATION SERVICES
Partner
October 1999 to Present

R.D. Geronimo, Ltd.
February 1994 to October 1999

Responsibilities:

Conduct appraisals and advise clients for a variety of functions, including:

- *Financing, mass appraisal, sale and lease negotiations, tax certiorari, condemnation, investment decisions, asset management, foreclosure and asset recovery, market and feasibility studies.*

- *An emphasis is placed on complex retail properties, new construction and office buildings. Properties appraised include shopping centers (small strip through regional mall), movie theaters, office complexes, apartment buildings, assisted living facilities, nursing homes, full and limited service hotels, mobile home parks, golf courses, industrial properties, religious facilities, marinas, vacant land and proposed development projects.*

Education:

Hofstra University, Hempstead, New York
Master of Business Administration in Finance–June 1997

State University of New York at Binghamton
Bachelor of Arts in Economics – May 1990

Technical Training:

Appraisal Institute:
Course 110 - "Appraisal Principles"
Course 120 - "Appraisal Procedures"
Course 310 - "Income Capitalization"
Course 320 - "General Applications"
Course 510 - "Advanced Income Capitalization"
Course 520 - "Highest and Best Use and Market Analysis"
Course 530 - "Advanced Sales and Cost Approaches"
Course 540 - "Report Writing and Valuation Analysis"
Course 550 - "Advanced Applications"
Course 400 - "USPAP Update"
Course 410 - "Standards of Professional Practice" Part A

Course 420 - "Business Practices & Ethics"

Memberships: MAI Member – Appraisal Institute

Continued Education: Attend frequent seminars and continued education courses sponsored by the Appraisal Institute

Related Seminars:

- New York City Apartment Building Case Studies
- Appraisal of Nursing Facilities
- The Internet and Appraising
- Understanding and Using DCF Software
- The Valuation of REITS
- Real Estate Market Trends in the Long Island & Metropolitan New York Market
- Dynamics of Office Leasing
- 1998 Seniors Housing World Conference
- Mark to Market: The Next FIRREA
- Analyzing Operating Expenses
- Mass Appraisal Model Seminar
- Nassau County Tax Assessment
- Market Analysis and the Site to Do Business
- Appraising Environmentally Contaminated Properties
- Real Estate Investments and Appraisal Skills
- New Frontiers and Opportunities in Litigation
- Online Valuation Resources Available to the NY Appraiser
- Nassau County Assessment – Challenges, Initiatives and Valuation
- Subdivision Valuation – A Comprehensive Guide to Valuing Improved Subdivisions
- Co-Ops/Condos: Residential Market Forecast for Year 2008
- The Sub-Prime Mortgage Crisis
- Retail Trends of Tomorrow
- Valuation of Green Buildings
- Appraising Distressed Commercial Real Estate
- Hotel Appraising - New Techniques For Today's Uncertain Times
- Fundamentals of Separating Real Property, Personal Property & Intangible Business Assets

Expert Testimony:

- Nassau County Supreme Court
- American Arbitration Association
- JAMS

Robert J. Studwell, MAI, SRA
CERTIFIED GENERAL Real Estate APPRAISER
New York State – ID # 4600002966

STANDARD VALUATION SERVICES

Senior Commercial Appraiser
December 2002 to Present

BRADLEY AND COMPANY APPRAISERS, INC.

July 1976 to November 2002

Real Estate Appraisal

Appraised all varieties of commercial, industrial and residential properties located throughout metropolitan New York and suburban Counties. Appraising and consulting experience includes the following:

- Advised municipalities on the impact of zoning ordinances on real estate values.
- Advised municipalities on the impact of zoning ordinances on real estate values.
- Prepared re-use and capital plans for University campuses.
- Estimated capital requirements and potential revenue for development of residential subdivisions, suburban shopping centers, re-use of industrial loft buildings, and conversion of rental properties to condominiums.
- Appraised both residential and commercial waterfront developments such as marinas, motels and restaurants.
- Appraised specialty buildings including bowling alleys, brownstones, golf courses, catering facilities, horse farms, funeral homes, health clubs, movie theatres, gas stations, nurseries and banks.
- Appraised railroad lines and utility right-of-ways.
- Qualified as an expert witness before the Supreme Court, State of New York, Kings, Nassau and Suffolk Counties, U.S. Bankruptcy Court, Eastern District, U.S. Tax Court, Southern District.

Consultant

Expertise in market analysis, feasibility analysis, rent projection studies, land use planning, development plans, ground rent analysis, lease negotiations, acquisition strategies, appraisal policies, portfolio analysis, investment analysis, marketability studies and appraisal reviews.

INSTRUCTOR AND LECTURER

- Nationally certified faculty member of the Appraisal Institute, qualified to teach course 110 (Appraisal Principles) and 120 (Appraisal Procedures).
- Associate Adjunct Professor at New York University's Real Estate Institute.

CERTIFICATIONS

- Certified NYS General Real Estate Appraiser: #46000002966
- NYS Approved Instructor, General & Residential Real Estate Appraisal

AFFILIATIONS

- Member Appraisal Institute
- 2003 President, Long Island Chapter, Appraisal Institute

EDUCATION:

- University of Miami – Bachelor of Arts, 1973

ALBERT BABINO, SRA

CERTIFIED GENERAL REAL ESTATE APPRAISER
STATE OF NEW YORK ID # 46000044003

Mr. Babino is a graduate of **St. John's University**, where he received a Bachelor's Degree in Accounting. Mr. Babino has also completed his Master's Degree in Finance at **Adelphi University.**

Mr. Babino is presently attending continuing education courses sponsored by the Appraisal Institute. Mr. Babino also attends seminars and meetings on real estate and related topics in order to maintain a professional level of knowledge and keeping abreast of current market trends.

Albert Babino's appraisal experience and involvement has encompassed the five boroughs of New York City and Long Island.

Mr. Babino has successfully completed the following real estate appraisal courses:

- Appraisal Institute, Introduction to Appraising Real Property and Applied Residential Property Appraising, Courses #101 and #102
- Appraisal Institute, National USPAP Update, Course #400.
- Appraisal Institute, Business Practices and Ethics.
- Appraisal Institute, Standards of Professional Appraisal Practice – Parts A and B, Course #410 and #420
- Appraisal Institute, Basic Income Capitalization, Course #310.
- Appraisal Institute, General Applications, Course #320.
- Appraisal Institute, Basic Income Capitalization, Course #510.
- Appraisal Institute, Advanced Sales Comparison & Cost Approaches, Course #530.
- Appraisal Institute, Highest & Best Use and Market Analysis, Course #520.
- Appraisal Institute, Advanced Applications, Course #550.
- Appraisal Institute, Advanced Residential Report Writing, Parts I and II,
- Appraisal Institute, Real Estate Finance Statistics and Valuation Modeling.
- Appraisal Institute, Evaluating Commercial Construction,
- R4- Introduction to One – Four Family Income Capitalization.

Mr. Babino is a Director at **Standard Valuation Services (SVS)** with over fifteen years of appraisal experience. Mr. Babino has completed numerous residential appraisals for a multitude of organizations and institutions including savings & loans, banks, mortgage companies, developers, investors, municipalities, universities and attorneys. The various purposes for which Mr. Babino's appraisals have been used include mortgage financing, foreclosure, OREO, bankruptcy proceedings, divorce settlement proceedings, tax certiorari, estate planning, condemnation, etc.

Types of properties appraised by Mr. Babino include single family and multi-family dwellings, cooperative units, condominium units, planned unit developments, residential and mixed-use apartment buildings, office buildings, industrial properties, retail buildings and vacant land, etc.

Diane Van Arsdale-Miller

Certified Residential Real Estate Appraiser

State of New York ID #45000044325

Ms. Van Arsdale-Miller is a Certified Residential Real Estate Appraiser with **Standard Valuation Services.** Ms. Van Arsdale-Miller is a graduate of Hofstra University with a Bachelor of Business Administration with the major in Marketing.

Ms. Van Arsdale-Miller's appraisal experience has been focused on the Long Island area. (Nassau/Suffolk/Queens).

Ms. Van Arsdale-Miller has successfully completed the following real estate appraisal courses:

- Course 101- Introduction to Appraising Real Property –Society of Real Estate Appraisers.
- Course 102- Applied Residential Property Valuation – Society of Real Estate Appraisers.
- Market Analysis and Adjustment Process on the Fannie Mae form – Society of Real Estate Appraisers.
- Ethics and Standards of Professional Practice – L.I.U. Continuing Education
- Course AQ1-"Fair Housing and Fair Lending and Environmental Issues" –the Appraisal Institute.
- FNMA. Compliance Seminar – the Appraisal Education Network.
- Course R-4 Introduction to 1-4 Family Income Capitalization –Appraisal Education Network.
- Expert Testimony and the Appraiser – Appraisal Education Network School.
- Tax Assessment, Review and the Appraiser Seminar – Appraisal Education Network School.

Ms. Van Arsdale-Miller has been appraising in the New York Metropolitan area for 27 years and started with **Standard Valuation Services** in 2001. Ms. Van Arsdale-Miller has completed numerous residential appraisals for a multitude of organizations and institutions including savings & loans, banks, mortgage companies, developers, investors, municipalities and attorneys.

The various purposes for which Ms. Van Arsdale-Miller's appraisals have been used include mortgage financing, foreclosure, REO, bankruptcy proceedings, divorce settlement proceedings, tax certiorari, estate planning, condemnation, etc.

Types of properties appraised by Ms. Van Arsdale-Miller include one to four family, cooperative units, condominium units, planned unit developments and vacant land.

MATTHEW A. BUSCH

Certified New York State General Real Estate Appraiser
STATE OF NEW YORK - ID#46000051070

Mr. Busch has been employed by Standard Valuation Services as a real estate appraiser assistant since 2006. Mr. Busch's appraisal experience is presently concentrated in the New York Metropolitan area including Manhattan, Brooklyn, Queens, Bronx, Nassau and Suffolk Counties. Responsibilities include but are not limited to analyses and valuation of commercial real estate including retail, office, industrial buildings, vacant land and multi-family. Mr. Busch has also performed eminent domain appraisals for the New York State Department of Transportation.

- **Education:** **Hofstra University**
  B.S. Business Administration/Entrepreneurship, 2006

- **Appraisal Education:**
  Course 100GR – R1 Basic Appraisal Principles
  Course 101GR – R2 Basic Appraisal Procedures
  Course 400G – General Market Analysis & Highest & Best Use
  Course 401G – General Appraiser Sales Comparison Approach
  Course 402G – General Appraiser Cost Approach & Site Valuation
  Course 403G – General Appraiser Income Approach (Part I)
  Course 404G – General Appraiser Income Approach (Part II)
  Course AQ1 – Appraisal Qualifications
  Course 410 – USPAP 15 – Hour

- **Association Membership:** Associate Member, Appraisal Institute, Long Island Chapter

- **Continued Education:** Attend frequent seminars and continued education courses sponsored by various organizations, including the following Appraisal Institute seminars:

  - "Taking Appraisal to the Next Level: New Frontiers and Opportunities in Litigation"
  - "Nassau County Fiscal Operations & Challenges & The Impact on Valuation Issues and the Local R.E. Market"
  - "Nassau County Assessment-Challenges, Initiatives & Valuation"
  - "Co-Ops/Condos: Residential Market Forecast For Year 2008"
  - "The Korpacz Survey: Where We Are and Where We're Going"
  - "Going Green From the Ground Up"

SCOTT SHORE

New York State General Real Estate Appraiser
State of New York - ID #46000015801

Mr. Shore has over twenty five years of experience in the real estate appraisal industry. Mr. Shore's appraisal experience is presently concentrated in the New York Metropolitan area including Manhattan, Queens, Brooklyn, The Bronx and both Nassau and Suffolk Counties. Responsibilities include but are not limited to: Analyses and valuation of commercial and residential real estate including retail, office, industrial, vacant land and apartment buildings. Residential 1-6 family appraisals have been performed in Nassau, Suffolk and Queens Counties. Mr. Shore has provided valuation and consulting services for financing, tax certiorari, condemnation, litigation support, private arbitration, trusts and estates, insurable value and investment purposes. In addition, Mr. Shore represents Nassau County in certiorari court proceeding.

Mr. Shore was previously employed with Fleet Savings Bank as the senior review appraiser. His responsibilities included ordering, reviewing and evaluating bank ordered appraisals in addition to associated activities relating to the bank appraisal function.

Prior to his bank experience, Mr. Shore was a commercial appraiser with Joseph Blake & Associates. While there, he prepared narrative appraisals on various income producing properties including office buildings, office parks, shopping centers, residential subdivisions, industrial properties, hotels and marinas. Mr. Shore valued properties in New York, New Jersey, Pennsylvania, Ohio, North and South Carolina, Connecticut and Virginia.

Mr. Shore is proficient in such computer generated cash such as Argus, Project and Excel.

Education

- State University of New York at Oneonta
  Bachelors of Science
- Hockerill College, Bishops Stortford, England
  Environmental Sciences

Appraisal Education:

- A1A Real Estate Appraisal Principals
- A12 Basic Valuation Procedures
- 1B1 Capitalization Theory and Techniques, Part A
- 1B2 Capitalization Theory and Techniques, Part B
- Advanced Income capitalization (510)
- Advanced Income Capitalization (G3)
- Standards of Professional Appraisal Practice- Appraisal Education Network

ROBERT REED, SRA

Certified General Real Estate Appraiser
State of New York - ID # 46000039267

Mr. Reed is a graduate of **St. Johns University**, where he received a Bachelor's Degree in Business and Criminal Justice.

Mr. Reed is a partner with **Standard Valuation Services** and is designated with the Appraisal Institute.

Mr. Reed is presently attending continuing education courses sponsored by the Appraisal Institute. Mr. Reed also attends seminars and meetings on real estate and related topics in order to maintain a professional level of knowledge. His appraisal experience and involvement has encompassed the five boroughs of New York City and Long Island. Properties appraised include single family and multi-family residences, apartment buildings, industrial buildings, office buildings, co-operatives, mixed use properties, condominiums, vacant land and tax certiorari appraisals.

Mr. Reed is a qualified expert witness in State Supreme Court for Nassau and Queens Counties. He also represents Nassau County in small claims assessment review (SCAR) hearings. He is currently a SRA member of the Appraisal Institute as well as a general certified real estate appraiser with the State of New York.

Mr. Reed has successfully completed the following real estate courses at St. John's University, the Society of Real Estate Appraisers and the Appraisal Institute.

- St. John's, Real Estate Law.
- Society of Real Estate Appraisers, Introduction to Appraising Real Property, Course 101
- Society of Real Estate Appraisers, Applied Residential Property Valuation, Course 102
- Appraisal Institute, Capitalization Theory and Technique, Course 1BA
- Appraisal Institute, General Applications, Course 320
- Appraisal Institute, Advanced Income Capitalization, Course 510
- Appraisal Institute, Highest & Best Use and Market Analysis, Course 520
- Appraisal Institute, Advanced Applications, Course 550
- Appraisal Institute, Standards of Professional Appraisal Practice
- Appraisal Institute, USPAP Update Course 400
- Appraisal Institute, Business Practices & Ethics Course 420

Professional Memberships:

- Certified General Real Estate Appraiser, New York State, (Cert. #46000039267)
- SRA Member, Appraisal Institute, Long Island Chapter
- Chair - Residential Seminars, Appraisal Institute, Long Island Chapter
- Executive Board Member, Network Long Island

LORI ANN COFFEY, SRA

CERTIFIED GENERAL REAL ESTATE APPRAISER
NEW YORK #46000050978
GEORGIA # 315908

Association Membership

- SRA Member #502647, Appraisal Institute

Experience

• Standard Valuation Services	July 2011 - Present
• Garrin & Associates, LLC	May 2008 - June 2011
• John Maggi & Associates, Inc.	November 2006 - May 2008
• Excel Appraisals, Inc.	August 2004 - June 2006

Education

- Bachelor of Arts – State University of New York at Stony Brook

Professional Affiliations

Long Island Chapter of the Appraisal Institute

- 2013 - Alternate Regional Representative

Atlanta Area Chapter of the Appraisal Institute

- 2011 - Chair, New Member Development & Retention
- 2011 - Regional Representative
- 2010 - Alternate Regional Representative
- 2009 - Appraisal Institute National Scholarship Recipient
- 2008 - Certified Appraiser Recruitment Project Team

Expert Witness Testimony

- Cobb County Superior Court

Specialized Appraisal Education/Seminars

- General Income Approach I & II
- General Site Valuation & Cost Approach
- Fair Housing & Lending; Environmental Issues
- Georgia State University Economic Forecasting Center Conference
- General Market Analysis & Highest & Best Use
- The Discounted Cash Flow Model
- Advanced Residential Applications & Case Studies I & II
- Residential Sales Comparison & Income Approaches
- Residential Site Valuation & Cost Approach
- Residential Market Analysis & Highest & Best Use
- Real Estate Finance, Statistics, & Valuation Modeling
- The New Residential Market Conditions Form Seminar
- REO Appraisal – Appraisal of Residential Property for Foreclosure and Pre-foreclosure
- Analyzing Distressed Real Estate
- Agreement for Services and Workfiles
- USPAP & Appraisal Methods
- Residential Report Writing & Case Studies
- Real Estate Appraisal Procedures & Basic Appraisal Principles

ALFRED J. CONFORTI

Alfred (Fred) Conforti has over 17 years of experience in the appraisal industry, including Staff Appraiser and Territorial Manager for several major money center banks. Since 2007, he has been performing a wide variety of narrative commercial reports, including apartment buildings, mixed-use buildings, industrial buildings, office buildings, retail centers, religious/community facilities and vacant land. He is currently working towards his NYS General Certification with the goal of achieving an MAI designation.

Experience

2011- Present	Standard Valuation Services, Mineola, NY Staff Appraiser/ Commercial properties
2007 - 2011	A. Hutton & Company, Huntington, NY Staff Appraiser / Commercial properties
1991 - 1995	Fleet Bank, Melville, NY Commercial Real Estate Appraisal Division
1990 - 1991	Citibank/Citicorp, Brooklyn, NY Real Estate Appraiser/ Territorial Manager
1987 - 1990	Long Island Savings Bank, Melville, NY Staff Appraiser
1986 - 1987	Ray Brower Associates, Seaford, NY Apprentice Real Estate Appraiser

Education

SUNY Plattsburgh/School of Business & Economics
Plattsburgh, NY
Bachelor of Science, Marketing/Business Administration

Real Estate Appraisal Courses

- Basic Appraisal Principles
- Basic Appraisal Procedures
- National Uniform Standards of Professional Appraisal Practices
- General Appraiser Income Approach Part 1
- General Appraiser Income Approach Part 2
- General Appraiser Market Analysis and Highest & Best Use

KATE CHAPMAN

Certified Residential Real Estate Appraiser

State of New York ID #45000045716

Ms. Chapman is a Certified Residential Real Estate Appraiser with **Standard Valuation Services.** Ms. Chapman is a graduate of The State of New York University at Albany with a Bachelor of Arts degree in Economics with a minor in Business Administration. In addition, Ms. Chapman has earned an Associate's Degree from Nassau Community College in Liberal Arts.

Ms. Chapman's appraisal experience has been focused in the greater New York Metropolitan area with concentrated emphasis in the Long Island (Nassau/Suffolk/Queens) region.

Ms. Chapman has successfully completed the following real estate appraisal courses and seminars:

- Introduction to Appraising Real Property, Course #R1
- Valuation Principles and Procedures, Course #R2
- Fair Housing, Fair Lending and Environmental Issues, Course #AQ1
- Uniform Standards of Professional Appraisal Practice
- Applied Residential Property Valuation, Course #R3
- Introduction to One - Four Family Income Capitalization, Course #R4

Ms. Chapman has been employed with **Standard Valuation Services** since April of 2003 and has been active in appraisal research, property inspection, and appraisal report processing prior to completing the aforementioned real estate appraisal courses.

Ms. Chapman has completed numerous residential appraisals for many organizations and institutions including savings & loans, banks, mortgage companies, developers, investors and attorneys.

The types of properties Ms. Chapman has appraised include single family dwellings, two to four family homes, cooperative units, condominium units and vacant land.

DAVID BAHR

CERTIFIED GENERAL REAL ESTATE APPRAISER
STATE OF NEW YORK – ID #46000044329

Mr. Bahr has over thirteen years of experience in the real estate appraisal industry. Mr. Bahr's appraisal experience is presently concentrated in the New York Metropolitan area including Manhattan, Queens, Brooklyn, The Bronx, as well as, both Nassau and Suffolk Counties. Responsibilities include but are not limited to: analyses and valuation of commercial and residential real estate including retail, office, industrial, apartment buildings, nursing homes, and vacant land. Residential multi-family appraisals have been performed in Nassau, Suffolk, Queens, Kings and New York Counties. Mr. Bahr has provided valuation and consulting services for financing, tax certiorari, condemnation, litigation support, private arbitration, trusts and estates, insurable value and investment purposes. In addition, Mr. Bahr represents Nassau County in certiorari court proceedings.

Mr. Bahr was previously employed with Cole, Layer, Trumble Inc. as a commercial appraiser. His responsibilities included the reviewing and evaluating of commercial values for Nassau County, as well as, three other counties in three different states.

Prior to his C.L.T. experience, Mr. Bahr was a commercial appraiser in Shawnee County, Kansas. While there, he set residential and commercial values for taxation purposes.

Mr. Bahr is proficient in such computer programs as Argus, Word, Access, Power Point and Excel.

- **PROFESSIONAL AFFILIATIONS:** Candidate for admission to the Appraisal Institute
- **EDUCATION:** **UNIVERSITY OF KANSAS**
  B.A. Business Administration, 1993
- **APPRAISAL EDUCATION:**
  Course 110 – R1 Appraisal Principles
  Course 120 – R2 Appraisal Procedures
  Course 310 – G1 Basic Income Capitalization
  Course 320 – G2 General Applications
  Course 410 –Uniform Standards of Professional Practice
  Course 510 – G3 Advanced Income Capitalization
  Course AQ1 – Appraisal Qualifications

MATTHEW HOLTZ

CERTIFIED GENERAL REAL ESTATE APPRAISER

STATE OF NEW YORK – ID #46000048869

Mr. Holtz has been employed by Standard Valuation Services as a real estate appraiser assistant since 2005. Mr. Holtz's appraisal experience is presently concentrated in the New York Metropolitan area including Manhattan, Brooklyn, Queens, Bronx, Nassau and Suffolk Counties. Responsibilities include but are not limited to analyses and valuation of commercial real estate including retail, office, industrial buildings, vacant land and multi-family. Mr. Holtz has also performed eminent domain appraisals for the New York State Department of Transportation.

- **Education:** — **St. John's University**
  B.A. Government and Politics, 2004

- **Appraisal Education:**
  Course 110 – R1 Appraisal Principles
  Course 120 – R2 Appraisal Procedures
  Course AQ1 – Appraisal Qualifications
  Course 310 – Basic Income Capitalization
  Course 320 – General Applications
  Course 400G – General Market Analysis & Highest & Best Use
  Course 410 – USPAP 15 – Hour
  Course 510 – Advanced Income Capitalization
  Course 530 – Advanced Sales and Cost Approach
  Course 540 – Report Writing and Valuation Analysis
  Course 550 – Advanced Applications
  Course N420Dm – Business Practices and Ethics

- **Association Membership:** — Associate (#482202) Member, Appraisal Institute, Long Island Chapter

- **Continued Education:** — Attend frequent seminars and continued education courses sponsored by various organizations, including the following Appraisal Institute seminars:

  "2006 Changes to USPAP – The Demise of Departure"

  "Online Valuation Resources Available to the New York Appraiser"

  "Taking Appraisal to the Next Level: New Frontiers and Opportunities in Litigation"

  "Nassau County Fiscal Operations & Challenges & The Impact on Valuation Issues and the Local R.E. Market"

  "Nassau County Assessment-Challenges, Initiatives & Valuation"

  "The Korpacz Survey: Where We Are and Where We're Going"

  "Storecasting By Neighborhood: Retail Trends of Tomorrow"

  "The Sub-Prime Mortgage Crisis"

WAYNE COVINGTON

General Real Estate Appraiser
State of New York ID # 46000048973

Wayne Covington is a graduate of **Brown University**, Providence, Rhode Island, with a Bachelors of Arts Degree in Business Economics. Mr. Covington has over twenty years of experience in real estate appraisal in the New York Metropolitan area, with particular emphasis on the appraisal of single family dwellings, condominiums, cooperative units, vacant land, and 1 – 4 family dwellings. He has performed appraisals for a variety of clients, including banks/lending institutions, mortgage brokers, and private individual clients. In addition, Mr. Covington has experience in commercial underwriting and real estate asset management.

Mr. Covington's experience in the real estate industry is as follows:

- **Real Estate Asset Manager** – Island Advantage Realty, Huntington, New York (2001 – 2003)
- **Review Appraiser & Commercial Underwriter** – Emigrant Funding Corp., New York, New York (1998 – 2000)
- **Staff Appraiser** – Pacific Thrift & Loan, Hauppauge, New York (1997 – 1998)
- **Staff Appraiser** – Aames Home Loan, Westbury, New York (1996 – 1997)
- **Independent Appraiser** (1992 – 1996)
- **Staff Appraiser** - Property Appraisal Services, Inc., Bronx, New York (1988 – 1992)

Mr. Covington has successfully completed the following real estate appraisal courses:

- **New York University Appraisal Institute:**
  - AQ1 – Fair Housing and Fair Lending: Environmental Issues
  - USPAP – Standards of Professional Practice, Part A
  - G1 – Basic Income Capitalization
  - G2 – Advanced Income Capitalization
  - G3 – Advanced Applications
- **Long Island Board of Realtors:**
  - HUD/FHA Property & Appraisal Guidelines
- **Appraisal Education Network:**
  - Applied Residential Property Evaluation
- **National Association of Independent Fee Appraisers:**
  - R1 – Market Data Analysis of Residential Real Estate Appraising
  - R2 – Principles of Residential Real Estate Appraisers
  - ES – Ethics & Standards of Professional Practice

Mr. Covington is also familiar with numerous computer software programs, including MS Windows, MS Word, MS Excel, WordPerfect, and ACI Appraisal software.

MARYELLEN MCDONOUGH

Licensed Real Estate Appraiser
State of New York ID# 47000015634

➢ Experience:

Standard Valuation Services
November 2002 – Present

- Residential Real Estate Appraisals – Single Family, Two-Family, Cooperative and Condominium dwellings in both Nassau and Suffolk Counties.

Cole Layer Trumble & Co.
April 2000 – November 2002

- Nassau County Reassessment Project
- Exempt Property Data Collection
- Residential Assessment Field Review
- Final Valuation Review
- Complaint Resolution and Website Response Team

John G. Bendick & Associates
1992-2000

- Single Family, Two-family, cooperative, condominium and small-income property appraisals in both Nassau and Suffolk Counties.

Census 2000/Bureau of the Census
(Us Department of Commerce)

- Assistant Field Office Supervisor for eight Nassau County Crew Leaders.

➢ Education:

Appraisal Institute

- Introduction to Real Estate Appraisal and Report Writing
- Appraising High Value & Historic Homes
- The FHA and the Appraisal Process
- HUD Appraisal Guidelines
- Appraisal Fraud

Suny Stony Brook
Standard of Professional Practice & Ethics

Fashion Institute of Technology, New York
A.A.S. Degree

JOHN COLLEARY

NEW YORK STATE CERTIFIED GENERAL REAL ESTATE APPRAISER
(STATE OF NEW YORK - ID#46000050513)

John Colleary is a graduate of **Five Towns College**, Dix Hills, New York, with a Bachelor of Arts in Business Management. Mr. Colleary attends continuing education courses sponsored by the Appraisal Institute and attends seminars and meetings on real estate and related topics in order to maintain a professional level of knowledge and keeping abreast of current market trends.

Mr. Colleary has performed and assisted in the appraisal of single family and multi-family dwellings, residential and mixed-use apartment buildings, mixed-use buildings, retail buildings and vacant land, etc.

Mr. Colleary's appraisal experience has focused in the greater New York Metropolitan area with concentrated emphasis in the Five Boroughs and Long Island regions.

Mr. Colleary has completed numerous appraisals for a multitude of organizations and institutions including savings & loans, banks, mortgage companies, developers, investors, municipalities, universities and attorneys. The various purposes for which these appraisals have been used include mortgage financing, foreclosure, OREO, bankruptcy proceedings, divorce settlement proceedings, tax certiorari, estate planning, condemnation, etc.

Mr. Colleary has successfully completed the following real estate appraisal courses:

- Appraisal Institute, Long Island Chapter - USPAP Course.
- Appraisal Institute, Long Island Chapter - AQ-1: Fair Housing, Fair Lending and Environmental Issues.
- Appraisal Institute, Long Island Chapter – R1: Basic Appraisal Principles.
- Appraisal Institute, Long Island Chapter – R2: Basic Appraisal Procedures.
- Appraisal Institute, New York Metro Chapter – General Market Analysis and Highest & Best Use
- Appraisal Institute, New York Metro Chapter – General Sales Comparison Approach
- Appraisal Institute, New York Metro Chapter – General Income Approach I
- Appraisal Institute, Florida Chapter – General Site Valuation & Cost Approach
- Appraisal Education Network School, NY – Statistics, Modeling and Finance
- Appraisal Institute, Florida Chapter – General Income Approach II
- Appraisal Institute, New York Metro Chapter – General Report Writing
- Appraisal Institute, New York Metro Chapter – Valuation of Mixed-Use Properties

KEARA COWAN

NEW YORK & NEW JERSEY STATE CERTIFIED GENERAL REAL ESTATE APPRAISER
(STATE OF NEW YORK - ID#46000051323)
(STATE OF NEW JERSEY - ID#42RG00246500)

- ***Experience:***

STANDARD VALUATION SERVICES
Senior Associate

Vice President - J.A. COWAN ASSOC., INC.
January 2001 to March 2015

Real Estate Appraisal and Consultation -
Dealing with commercial, industrial, residential and special-use properties for a variety of functions, including:

Financing, sale and lease negotiations; arbitration, investment decisions; asset management; foreclosure and asset recovery; market studies and feasibility analysis.

Properties appraised include vacant land, urban and suburban apartment complexes, restaurants, gas stations, industrial lofts, subsidized housing projects, regional shopping malls, shopping centers, urban and suburban office buildings, leaseholds, hotels, daycare centers, assisted living facilities, marinas, theaters, recreational facilities, schools and campuses, and other special-use properties.

- ***Education:***

Long Island University, Brookhaven, New York
Bachelor of Science in Computer Information Systems, 2007

- ***Association Membership:***

Member, Appraisal Institute, Long Island Chapter

- ***Technical Training:***

NYU Shcack Institute of Real Estate -

Course R5	Appraisal Principles
Course R6	Appraisal Procedures
Course E/S	15 Hour National USPAP Course

Appraisal Institute -

Course SMF	Real Estate Finance, Statistics and Valuation Modeling
Course G-4	General Market Analysis and Highest & Best Use
Course G-5	General Appraiser Sales Comparison Approach
Course G-6	General Appraiser Site Valuation & Cost Approach
Course G-7A	General Appraiser Income Approach, Part 1
Course G-7B	General Appraiser Income Approach, Part 2
Course G-8	General Appraiser Report Writing and Case Studies
Course: 3551-05	Business Practices and Ethics
Course: 4131-30	Review Theory – General

- ***Continued Education:***

Attend frequent seminars and continued education courses sponsored by various organizations, including the Appraisal Institute.

CAROL DONOHUE-BERNSTEIN

NEW YORK STATE – CERTIFIED GENERAL REAL ESTATE APPRAISER –
STATE OF NEW YORK ID#46000017881

Ms. Donohue-Bernstein is a Real Estate Appraiser at **Standard Valuation Services** since 1991. She is a graduate of **Hofstra University**, Hempstead, New York, with a Bachelor of Business Administration in Finance, as well as a minor in Mathematics.

Ms. Donohue-Bernstein's appraisal experience and involvement has encompassed the greater New York Metropolitan area with her primary area of expertise in the Long Island (Nassau/Suffolk) region. Various property types appraised include single and multiple family residences, condominiums, cooperatives, residential subdivisions, converted residences, industrial buildings, office buildings, strip stores, shopping centers and vacant land. Additionally, Ms. Donohue-Bernstein has performed tax certiorari work for the County of Nassau.

Ms. Donohue-Bernstein has completed the following real estate courses:

- Appraisal Institute, Chapter #201, Introduction to Appraising Real Property, Course 101.
- Appraisal Institute, Chapter #201, Applied Residential Property Valuation, Course 102.
- Appraisal Institute, Chapter #201, Standards of Professional Practice, Part A.
- Appraisal Institute, Chapter #201, Standards of Professional Practice, Part B.
- Appraisal Institute, Chapter #201, Capitalization Theory and Tech., Part A, Course 1BA.
- Appraisal Institute, Chapter #201, Advanced Income Capitalization, Course II 510.
- Appraisal Institute, Chapter #201, Advanced Applications, Course II 550.

Continued Education

- Attends frequent seminars sponsored by the Appraisal Institute.

Professional Affiliations

- Certified General Real Estate Appraiser, New York State (Cert. #46000017881)
- Associate Member - Appraisal Institute
- 1993 Recipient of The Louise G. Gibson Scholarship

Association Membership

- Publications Committee (1994,1995), Appraisal Institute, Long Island Chapter #201.
- Career Opportunity Committee (1995), Appraisal Institute, Long Island Chapter #201.

SANDRA LEGOTTI

NEW YORK STATE CERTIFIED REAL ESTATE APPRAISER
(STATE OF NEW YORK - ID#45000047789)

Mrs. Sandra Legotti attends continuing education courses and attends seminars and meetings on real estate and related topics in order to maintain a professional level of knowledge and keeping abreast of current market trends.

Mrs. Legotti appraisal experience has focused in the greater New York Metropolitan area with concentrated emphasis in the Long Island regions, especially Suffolk County.

Mrs. Legotti has completed numerous residential appraisals for a multitude of organizations and institutions including savings & loans, banks, mortgage companies, developers, investors, municipalities and attorneys

The various purposes for which Mrs. Legotti appraisals have been used include mortgage financing, foreclosure, OREO, bankruptcy proceedings, divorce settlement proceedings, tax certiorari, estate planning, condemnation, etc.

Types of properties appraised by Ms. Legotti include single family and multi-family dwellings, cooperative units, condominium units, planned unit developments and vacant land.

Lorraine Brunner
Action Appraisals, Inc.
396 N. Virginia Avenue
N. Massapequa, NY 11758
(516) 749-6285
Brunner812@aol.com

SUMMARY OF QUALIFICATIONS

- Utilize Compared Sales Analysis, Cost Approach, Income Approach to develop an opinion of market value
- Value residential properties (single family) and 2-4 family income producing properties for mortgage lending, government funded loans, private estates, and tax assessments purposes.
- FHA Certified Residential Appraiser

EXPERIENCE

RESIDENTIAL APPRAISER

10/2013 – Present	**Choice Appraiser Network** Oyster Bay, NY
10/2013 – Present	**Servicelink (formerly LSI)** Moon Township, PA
10/2013 – Present	**Standard Valuation Service** Mineola, NY
5/2013- 08/2013	**LPS – Quality Assurance Analyst**
8/2011- 05/2013	**LSI Appraisal, LLC – Staff Appraiser**
5/2008- 8/2011	**Standard Valuation Service** Mineola, NY
3/2002-8/2011	**Choice Appraiser Network** Hicksville, NY
9/2001-3/2002	**JC Appraisals** Farmingdale, NY

AREAS OF EXPERTISE

- Single Family
- HUD Approved FHA Appraiser
- Highest & Best Use
- Condominium Unit or PUD Unit
- Small Residential Income Properties
- Unique and Difficult Properties
- Vacant Land

LICENSURE

Certified Residential Appraiser
State of New York, 2007
Licensed Residential Appraiser
State of New York, 2001

EDUCATION

Nassau Community College, Garden City, NY
Associates Degree in Liberal Art

DAVID J. RYAN

Licensed Residential Real Estate Appraiser

State of New York ID #48000050278

Mr. Ryan is a Licensed Residential Real Estate Appraiser with **Standard Valuation Services.** Mr. Ryan attended New York University, the Ivy Real Estate School and Hondros University studying Residential Real Estate Appraisal.

Mr. Ryan's appraisal experience has been focused on eastern Long Island New York with concentrated emphasis in the Long Island's south fork region, an area known as The Hamptons.

Mr. Ryan has successfully completed the following real estate appraisal courses and seminars:

- Basic Appraisal Principles #R5
- Basic Appraisal Procedures #R6
- Residential Market Analysis / Highest and Best Use #R7
- Residential Site Valuation and Cost Approach #R8
- Residential Sales Comparison and Income Approach #R9
- Residential Report Writing and Case Studies #R10
- USPAP Appraisal Standards

Mr. Ryan has been employed with **Standard Valuation Services** since May of 2014 and has been active in appraisal research, property inspection, and appraisal report processing prior to completing the aforementioned real estate appraisal courses.

Mr. Ryan has completed numerous residential appraisals for many organizations and institutions including savings & loans, banks, mortgage companies, developers, investors and attorneys.

The types of properties Mr. Ryan has appraised include single family dwellings, cooperative units, condominium units and vacant land.

JOHN M. WATCH

Certified General Real Estate Appraiser
STATE OF NEW YORK ID #46000002986

Mr. Watch as over twenty eight years of appraisal experience, he has appraised properties that ranged in value from $1 million to $2 billion dollars. Mr. Watch services several assessment jurisdictions in New York State, as well as private investors and law firms. Current client contracts relate to annual reassessment activity and the support of customized software called ARS (Assessment Review System). Additional consulting services provide investors and financial intuitions reliable Mass Appraisal Systems that can reasonably and accurately produce values on large groups of properties in various areas of the United States.

Recent projects include a 60,000 reassessment of eight towns in Dutchess County, and during the past five years close to 120,000 properties were reassessed with the use of ARS Software. The overall project performance exceeded less than 8% Grievances and less than 1% Small Claims and Commercial Certiorari Filings. Mr. Watch is very familiar with New York State Real Property Tax Law and Assessment Administration.

Until August of 1996, Mr. Watch was the Chief Appraiser for East New York Savings Bank (aka M & T Bank). As Chief Appraiser, he managed a loan portfolio which held over $2 Billion in real estate loans throughout the New York City Metropolitan Area. Over 70% of the portfolio comprised of multi-family properties, with over 65% of the portfolio located in Manhattan. During his tenure at the bank, Mr. Watch developed several computer models used to expedite the appraisal process for completing full narrative reports. In addition, he completed several studies on the Manhattan Class B office market, Co-Operative Buildings, Parking Garage Facilities and retail strips along Broadway, Madison Avenue, 57th Street, and other major thoroughfares in the City.

Appraising since 1984, he has completed assignments on income producing properties and residential properties; including but not limited to office buildings, industrial buildings, regional shopping centers, strip shopping centers, service stations, vacant land, condominiums, apartment buildings, co-operative conversions, market rental analysis for office buildings and retail space, feasibility studies, highest and best use analysis, condemnation work and residential appraisals. These appraisals have been used for mortgage financing, investment analysis, condemnation hearings, divorce, and estate purposes. Several reports have been used in court testimony for the United States Federal Government, Department of Transportation for New York State, Suffolk County Department of Transportation, Queens County Surrogate Court and various attorney's for probate and divorce.

Education

Bachelor of Science, Business Administration 1982

New York State University at Fredonia- Majored in Marketing and Marketing Research.

State License

New York State Certified General Real Estate Appraiser

Effective November 18, 1991 46-2984 License Number 0422

Appointments

Mr. Watch was appointed to the position as Member of New York State Appraisal Advisory Board in 1995. In addition to this position, he was appointed Chairperson of the National Committee for Appraisal Reform (Appraisal Advisors Regulatory Officials) in 1996. Both of these appointments exposed Mr. Watch to appraisal issues on a National and State level. Efforts were made during these appointments to facilitate better communications and dialogue between State Appraisal Agencies and the individual appraiser. In 2007, Mr. Watch met with members for the Committee on open Government to discuss methods for streaming the real property tax system through the use of more efficient software systems.

Real Estate Courses

1A1 Real Estate Principles	September 1988
1A2 Residential Valuation	September 1988
1BA Capitalization Techniques Part A	May 1988
1BB Capitalization Techniques Part B	April 1991
2-1 Cases Studies in Real Estate	July 1991
SPP Standards of Professional Practice	November 2001
Report Writing and Valuation Analysis	November 1991
101-Introduction to Real Estate Appraisal	September 1986
102-Applications of Residential Real Estate	May 1987
201-Evaluation of Income Producing Properties	September 1987

Continuing Education

Office Building Analysis	August 1995
ARGUS Financial Software	July 1995
Reviewing an Appraisal	October 1995
Appraising and the Internet	April 1997
Litigation and the Appraiser	July 1997
GIS Information Systems	August 1997
Valuation of Retail Properties	August 1999
Attacking and Defending an Appraisal in Litigation	October 1999
Assessment Administration	September 2000
SPSS Analysis and Training	October 2000
Fair Lending and Environmental Impact	October 2001
The valuation of REITS	July 2003
SPP Standards of Professional Practice Training	July 2003
Fundamental of Data Collection	October 2003
Fundamentals of Mass Appraisal	October 2003
Appraising Historic Properties	November 2005
Appraising FHA	November 2005
Relocation Appraisal	November 2005
The Art of Residential Review	November 2005
SPP Standards of Professional Practice Training	November 2007
Cost Approach	November 2007

Valuing the Odd Ball	November 2007
Appraisal Trends	November 2007
2008-2009 National USPAP Update	November 2009
Construction Details and Trends	November 2009
How to Analyze and Value Income Producing Properties	November 2009
Current Issues in Appraising	November 2009
2010-2011 National USPAP Update	November 2011
Appraising Apartments	November 2011
Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting	November 2011
Appraising and Analyzing Office Buildings for Mortgage Underwriting	November 2011

Additional work related educational courses include blueprint reading, architectural design, and residential design. With a background in construction, Mr. Watch is able to work closely with contractors and architects in determining the cost of developing a new site and realistic time frames for completion. In addition, he is able to assess the condition of a property and determine what levels of repairs, if any are required.

In the May of 2000, Mr. Watch was asked to be a participant in a New York State Program that addresses issues of reassessment and property tax equity. In addition, Mr. Watch was retained by the Office of Real Property for the State of New York to build and maintain databases on the power generation industry in New York. In 2007, Mr. Watch began meeting with the Office of Real Property Services to deploy ARS on a statewide basis and provide access for all Assessors to a statewide data warehouse system.

NATIONAL MODELER

COMPANY BIO AND QUALIFICATIONS OF THIMGAN & ASSOCIATES

Thimgan Inc.
PO BOX 1807
LITCHFIELD PARK, AZ 85340

James R. Thimgan
President

Thimgan Inc.

Members of Thimgan Inc. have been involved in ad valorem taxation for a combined 70+ years. Our services have been used for valuation and compliance analysis, model building, appraisal practice reviews and training. Our company has an extensive knowledge of Mass Appraisal techniques and is known nationwide for our training classes and course development. We have written several text books used by the industry for determining best practices. In addition, our consulting services, around the nation, provide a unique knowledge of various methods, techniques and software systems used by many jurisdictions.

Principal Owners:

Garth Thimgan has been heavily involved in the property assessment world for 45 years. He has developed various manuals and courses for various states, local government and the International Association of Assessing Officers (IAAO). Garth has a CAE designation from IAAO, is a senior IAAO instructor, and has taught thousands of students throughout the United States and Canada. During his career, Garth has managed many projects with a variety of personnel, and is excellent at project management, which gives him a unique perspective on the best practices that should be utilized in an Assessor's Office.

James R. Thimgan (Russ) has extended experience in the assessment field and has been involved in Ad Valorem Taxation since 1988. With an Economics degree, Russ has become an expert in mass appraisal. He has worked with over 30 different jurisdictions and lending institutions ranging in size from 200 parcels to 1.6 million parcels. He has been instrumental in reorganizing jurisdictions to utilize industry best practices in mass appraisal. Russ continues to strive to improve valuation modeling techniques and typically is involved in valuing approximately 3.25 million properties across North America each year.

LETTER OF QUALIFICATION

James R. Thimgan
14635 W. Clarendon Ave.
Goodyear, AZ 85395
(623) 570-4502
e-mail: thimganj@cox.net

EMPLOYMENT

March 1995 to Present	Thimgan & Associates (Partner), 17361 Road 21 La Junta, CO 81050
December 2008 to Present	Thimgan Inc. (President), 14635 W. Clarendon Ave Goodyear, AZ 85395
November 1997 to May 2008	Director, CAMA Modeling Division Maricopa County Assessor's Office 301 W. Jefferson, Suite 330 Phoenix, AZ 85003
March 1997 to November 1997	Property Appraiser III, Arizona Department of Revenue Property Valuation & Equalization 1600 West Monroe Phoenix, AZ 85007
February 1994 to March 1995	Peace Corps Volunteer, Ecuador, South America
November 1992 to February 1994	Appraisal and Statistical Analyst, Thimgan & Associates, Inc. 116 East 3rd Street La Junta, CO 81050
October 1988 to October 1992	Research Analyst, for the Colorado Property Assessment Study, Thimgan & Associates, Inc. 2323 South Wadsworth Blvd., Suite 100, Lakewood, CO 80227

CONSULTING

- Annual Fundamentals, Intermediate & Advanced Modeling Workshops with Thimgan & Associates around the country. (1993 to Present)
- Valuation Modeler and Trainer for the Oklahoma County, Oklahoma Assessor's Office. (2000 to Present)
- Valuation Modeler and Trainer for the Maricopa County, Arizona Assessor's Office. (2008 to Present)
- GIS & Model Trainer for the City of Edmonton, Assessor's Office, Edmonton, Canada. (2008 to Present)

- Valuation Modeler and Trainer for the Lee County, Florida Assessor's Office. (2008 to Present)
- Valuation Modeler and Trainer for the St. James Parish, Assessor's Office. (2011 to Present)
- Valuation Modeler and Trainer for the Morehouse Parish, Assessor's Office. (2012 to Present)
- Valuation Modeler and Trainer for the Collier County, Florida Assessor's Office. (2012 to Present)
- Valuation Modeler and Trainer for the Teller County, Colorado Assessor's Office. (2006 to 2012)
- Valuation Modeler and Trainer for the Boulder County, Colorado Assessor's Office. (2008 to 2011)
- Valuation Modeler and Trainer for the Town of Ramapo, New York Assessor's Office. (2009 to 2011)
- Valuation Modeler, Agriculture Sales & Income Model, Farm Credit, Omaha, Nebraska (2008 to 2010).
- Vacant Land & Residential Valuation Modeler for the City of Greenwich, Connecticut (2001 to 2010)
- Valuation Modeling Consultant and Trainer for the Hillsborough County, Florida Assessor's Office. (2000 to 2012)
- Valuation Modeler and Trainer for the Adams County, Colorado Assessor's Office. (2002 to 2010)
- Valuation Modeler and Statistical Analyst for MJW Consulting, which services many jurisdictions in the State of New York. (2001 to 2009)
- Valuation Modeler and Trainer for the Pinal County, Arizona Assessor's Office. (2006 to 2010)
- Valuation Modeling Consultant and Trainer for the Oklahoma Tax Commission. (2006 to 2008)
- Co-Author of The International Association of Assessing Officers, Agriculture Workshop (2012).
- Co-Author of The International Association of Assessing Officers Course 400, Assessment Administration (2008).
- Co-Author of The International Association of Assessing Officers Course 102, Income Approach to Valuation (2007).
- Co-Author of The International Association of Assessing Officers Course 101, Fundamentals of Real Property Appraisal (2006).
- Co-Author of The International Association of Assessing Officers Depreciation Workshop 155 (2006).
- Instructor, SPSS Web Cast training "Enhance Your CAMA System To Improve Your Assessments!" (2005)
- Valuation Modeler and Trainer for the Eagle County, Colorado Assessor's Office. (2002 to 2007)
- Residential Valuation Modeler for the City of Glen Cove, Nassau County, New York. (2001)
- Primary Analyst for the *"A Study of the Sold and Unsold Properties"*, Bexar Appraisal District, San Antonio, Texas (2000)
- Co-author of The International Association of Assessing Officers Course 319, Multiple Regression Analysis (August 1999).
- Statistical Analyst and Regression Modeler, Rio Grande County, Colorado 1999 Residential Property

Reappraisal.

- Feasibility Study for development of regression based models, City of Winnipeg, for Almy, Gloudemans & Jacobs. (July, 1997)
- Sales Ratio Analysis Designer, State of Connecticut, for Almy, Gloudemans & Jacobs. (March, 1997)
- Regression Modeling Workshop Design Consultant, Calgary, Canada for Almy, Gloudemans & Jacobs. (April, 1997)
- Sales Ratio Analyst, Douglas County, Colorado for Almy, Gloudemans & Jacobs. (March, 1997)
- Assisted with the update of The International Association of Assessing Officers Course 311, Residential Modeling Concepts (January 1997).
- Equalization Analyst, Study of Practices and Procedures for the Audit Appraisal Performance and Implementation of Equalization Factors of the Wyoming State Board of Equalization, with Thimgan & Associates, Inc. (December 1996)
- Regression Analyst and Modeler, Brevard County, Florida for Robert J. Gloudemans. (October, 1996)
- Assisted with the update of The International Association of Assessing Officers Course 300, Fundamentals of Mass Appraisal (January 1996).
- Agricultural Property Analyst, Review of Lancaster County, Pennsylvania Reappraisal and Assessment Operations with Almy, Gloudemans & Jacobs. (December, 1995)
- Assisted with the update of The International Association of Assessing Officers Property Assessment Valuation textbook (November, 1995).
- Statistical Analyst and Regression Modeler, Baca County, Colorado 1993 Residential Property Reappraisal.
- Assisted with the rewrite of The International Association of Assessing Officers Course 201, Land Valuation (November 1993).
- Assisted with the rewrite of The International Association of Assessing Officers Course 2, Income Approach to Valuation (April 1993).
- Joint Coordinator and Appraiser, Bent County, Colorado 1993 Exempt Property Reappraisal.
- Research Analyst for 1989, 1990, 1991 and 1992 Colorado Property Assessment Study, Thimgan & Associates, Inc., Lakewood, CO.
- Research Analyst, Review of In Depth Study Procedures, State of Florida, with Almy, Gloudemans & Jacobs.
- Assisted with the rewrite of The International Association of Assessing Officers Course 1, Fundamentals of Real Property Appraisal (June 1992).
- Data Analyst, Assessment Process and Policy Review, Saskatchewan, Canada, with Almy, Gloudemans & Jacobs.
- Graphic Designer for The Assessment Practices Self-Evaluation Guide, by Almy, Gloudemans & Thimgan (1991).

EDUCATION

Colorado State University, Ft. Collins, CO:
- BA Degree in Economics.

International Association of Assessing Officers Courses:
- Course 1 - Fundamentals of Real Property Appraisal
- Course 2 - Income Approach to Valuation
- Course 211 - Income Approach to Valuation II
- Course 3 - Narrative Report Writing
- Course 302 - Mass Appraisal of Income Producing Property
- Course 400 - Assessment Administration
- Course 619 - Standards of Practice and Professional Ethics Workshop

Colorado Division of Property Taxation Courses:
- Abstract of Assessment Workshop
- Personal Property Workshop

Arizona Department of Revenue, Property Valuation & Equalization Courses:
- Valuation Concepts
- Land Valuation
- Residential and Simple Commercial Property
- Personal Property
- Level One Certification
- Complex Commercial Property
- Hearing Procedures
- Level Two Certification

Peace Corps

- Peace Corps Ecuador Training Program - Spanish

LANGUAGES

- Spanish - Practical application as Peace Corps Volunteer.

MEMBERSHIP

- International Association of Assessing Officers (IAAO)

REFERENCES

Available Upon Request

UTILITY EXPERTS

COMPANY BIO AND QUALIFICATIONS OF FEDERAL APPRAISAL & CONSULTING

FEDERAL APPRAISAL
&CONSULTING

Partial List of

Energy and Infrastructure

Qualifications

460 Route 22 West Suite 403

Whitehouse Station, NJ 08889

Phone: 908-534-3595

Fax: 908-823-0575

www.federalappraisal.com

info@federalappraisal.com

Energy and Infrastructure Qualifications

Electric Power Experience:

Sithe Energies
- A Tolling Arrangement with Dynegy Power Marketing, Inc.;
- A Consolidated Edison Energy Purchase Agreement; and
- An Energy Supply Contract with Alcoa Aluminum Corporation.

FPL Energy, LLC
- Somerset and Mill Run Windpower Facility - Power Purchase Agreements.
- Duane Arnold Energy Center – Power Purchase Agreement

Duquesne Power, LP
- Various power purchase, capacity, and sales agreements with the following counterparties:

J. Aron & Company	Sempra Energy Trading Corp.
American Electric Power Company	Reliant Energy Services, Inc
PSE&G Energy Resources & Trade	Conectiv Energy Supply, Inc.
Morgan Stanley Capital Group, Inc	Duke Energy Marketing America
Constellation Power Source, Inc.	Duquesne Light Energy, LLC
Exelon Generation Company, LLC	Duquesne Light Company
DTE Energy Trading, Inc.	

Energy-Related Experience:

PSEG Americas Inc.
- Yaupi – 108 MW Hydroelectric Facility located in Peru
- Malpaso – 64 MW Hydroelectric Facility located in Peru
- Pachachaca – 12 MW Hydroelectric Facility located in Peru
- La Oroya – 9 MW Hydroelectric Facility located in Peru
- Transmission Lines – 460 Miles of Single and Double Circuit Transmission Lines in Peru
- Substations – 21 Medium-Voltage Level Substations in Peru

Town of Orwell, New York
- Bennett's Bridge Hydroelectric Facility, 16 MW, Orwell, NY
- Lighthouse Hill Hydroelectric Facility, 4 MW, Orwell, NY

TransCanada Hydro Northeast Inc.
- Connecticut River Hydroelectric System, Vermont & New Hampshire
  - Connecticut Lakes
  - Moore, 191 MW
  - Comerford, 162 MW
  - McIndoes, 13 MW
  - Wilder, 41 MW
  - Bellows Falls 48 MW
  - Vernon, 24 MW
- Deerfield River Hydroelectric System, Vermont & Massachusetts
  - Somerset Reservoir
  - Searsburg, 5 MW
  - Harriman, 30 MW
  - Sherman, 5 MW
  - Deerfield #5, 14 MW
  - Deerfield #4, 6 MW
  - Deerfield #3, 7 MW
  - Deerfield #2, 7 MW

Brookfield Power Corporation
- Stuyvesant Falls Hydro, Stuyvesant Falls, NY

Brascan Power Hydro Portfolio, New York and New Hampshire
- Spier Falls, 56.0 MW
- Colton, 30.0 MW
- Trenton Falls, 28.8 MW
- Oxbow, 11.0 MW
- Black River, 8.6 MW
- Beebee Island, 9.0 MW

Energy and Infrastructure Qualifications

- Eagle Falls, 6.7 MW
- Mosier, 6.8 MW
- Elt Weir, 2.4 MW
- Browns Falls, 16.8 MW
- Norfolk, 4.5 MW
- Heuvelton, 1.0 MW
- Flat Rock, 6.0 MW
- Minetto, 8.0 MW
- Hanawa, 7.2 MW
- East Norfolk, 3.4 MW
- South Edward, 3.4 MW
- Sugar Island, 4.2 MW
- Riverside, 7.9 MW
- Cross, 3.2 MW
- Sawmill, 2.9 MW
- Penlook, 9.6 MW

The AES Corporation
- Cayuga Facility, Lansing, NY - Coal-fired, 306 MW
- Red Oak LLC Gas Fired Electric Generating Facility – 830 MW, Sayreville, NJ
- Ironwood LLC Gas Fired Electric Generating Facility - 705 MW, Lebanon Township, PA
- Kintigh Coal Fired Plant – 675 MW, Barker, NY
- Milliken Coal Fired Plant – 306 MW, Lansing, NY

Big Valley Power, LLC
- Big Valley Power Wood-Fired Biomass Generation Facility, 7.5 MW, Bieber, CA

Burrows Paper Corporation
- Lyonsdale Biomass Cogeneration Facility, 19 MW, Lyonsdale, NY

Byron Community Unit School District, Ogle County, Illinois
- Byron Nuclear Generating Station, 2,462 MW, Byron, IL

City of New Haven, Connecticut
- New Haven Harbor Generating Station, 448 MW, New Haven, CT

Coal City School District, Grundy County, Illinois
- Dresden Nuclear Generating Station, 1,700 MW, Morris, IL

Confidential Investor Clients
- The AES Corporation
  - AES Red Oak LLC Gas Fired Electric Generating Facility – 830 MW, Sayreville, NJ
  - AES Ironwood LLC Gas Fired Electric Generating Facility - 705 MW, Lebanon Township, PA
  - AES Kintigh Coal Fired Plant – 675 MW, Barker, NY
  - AES Milliken Coal Fired Plant – 306 MW, Lansing, NY
  - AES Cayuga Coal Fired Plant – 306 MW, Lansing, NY
- Aquila, Inc.
  - Batesville Combined Cycle Gas Plant – 837 MW, Batesville, MI
- Calpine
  - Rumford Gas Fired Combined Cycle Facility – 265 MW, Rumford, ME
  - Tiverton Gas Fired Combined Cycle Facility – 265 MW, Tiverton, RI
- Consumers Energy
  - JH Campbell, Units 1, 2, & 3, Coal Fired, 1,385 MW, Grand Haven, MI
  - OE Karn, Units 1 & 2, Coal Fired, 515 MW, Saginaw, MI
  - OE Karn, Units 3 & 4, Gas/Oil Fired, 1,276 MW, Saginaw, MI
  - BC Cobb, Units 1, 2, & 3, Gas/Oil Fired, 193 MW, Muskegon, MI
  - BC Cobb, Units 4 & 5, Coal Fired, 320 MW, Muskegon, MI
  - Various Hydroelectric Facilities in MI, 74 MW
  - Various Gas/Oil Combustion Turbine Facilities, 386 MW
  - Palisades Nuclear Generating Station, 769 MW, South Haven, MI
  - JR Whiting, Units 1, 2, & 3, Coal Fired, 328 MW, Erie, MI
  - JC Weadock, Units 7 & 8, Coal Fired, 310 MW, Saginaw, MI
  - 66,600 Miles of Distribution Lines (Servicing a 27,600 Square mile Territory of 1,700,000 Electric Customers), Michigan
  - 1,000 Substations, Michigan
- Dominion
  - Fairless Works Energy Center – 1,180 MW Combined Cycle Facility, Pennsylvania
- Dynegy Inc.
  - Roseton & Danskammer Generating Plants – 1,570 MW Coal and Gas Fired Plants, Newburgh, NY
- Edison Mission Energy
  - Homer City Coal Fired Plant – 1,884 MW, Homer City, PA
- Midwest Generation, LLC

Energy and Infrastructure Qualifications

Joliet Coal Fired Plant – 1,044 MW, Joliet, IL
Powerton Coal Fired Plant – 1,538 MW, Pekin, IL
- Nevada Power Portfolio
  - Clark Station Gas and Oil Fired Plant - 587 MW, Las Vegas, NV
  - Reid Gardner Coal Fired Plant – 808 MW, Moapa, NV
  - Sunrise Gas and Oil Fired Plant – 140 MW, Las Vegas, NV
  - Harry Allen Gas and Oil Fired Plant – 72 MW, Apex, NV
  - Navajo Coal Fired Plant – 255 MW, Page, AZ
  - Mohave Coal Fired Plant – 190 MW, Hopi, AZ
- NRG South Central Generating LLC
  - Big Cajun I – 220 MW Natural Gas Turbine Peaking Power Station, New Roads, LA
  - Big Cajun II – 1,729 MW Coal Fired Base Load Power Station, New Roads, LA
- Oncor Electric Delivery Company Electric
  - Transmission and Distribution Systems, TX
- PGE Corporation
  - Bear Swamp Facility – 599 MW Pumped Storage Plant, Rowe, MA
  - Attala Generating Facility – 626 MW Combined Cycle Generating Plant, Attala County, MS
- Reliant Energy Mid Atlantic Energy Holding, LLC
  - Keystone Power Facility – 212 MW Coal Fired Plant, Plumcreek, PA
  - Conemaugh Generating Facility – 200 MW Coal Fired Plant, New Florence, PA
  - Shawville Station – 618 MW Coal Fired Plant, Bradford, PA
- Sierra Pacific Portfolio
  - Valmy Coal Fired Facility – 522 MW, Valmy, NV
  - Tracy Gas and Oil Fired Facility – 244 MW, Reno, NV
  - Ft. Churchill – Gas and Oil Fired Facility – 226 MW, Yerington, NV
  - Clark Mountain – Gas Fired Facility – 183 MW, NV
- Teesside Operations – United Kingdom
  - Teesside Power Station – 1,875 MW Combined Cycle Power Station, Teeside, England
- Tenaska Power Generation Development
  - Tenaska Georgia Facility – 930 MW Gas Fired Facility, Tenaska, GA
- Trafalgar Power
  - Various Hydroelectric Facilities – 11 MW, New York

Consolidated Edison Company of New York, Inc.
- Ramapo & Ladentown Substations (1,593 MVA), Ramapo, NY
- Elmsford, Eastview, & Knollwood Park (1,021 MVA), Greenburgh, NY
- Lakewood Cogeneration – 230 MW Gas Fired Facility, Lakewood, NJ

Dominion
- Millstone Nuclear Power Station – 2000 MW, Town of Waterford, CT

Duquesne Power, LP
- Sunbury Steam Station, 436 MW, Pennsylvania
- Keystone Generating Station, 1,711 MW, Plumcreek Township, Pennsylvania
- Conemaugh Generating Station, 1,711 MW, New Florence, Pennsylvania
- Fair Market Valuation of 13 Power Purchase, Capacity, and Sale Contracts between Duquesne and various counterparties

FPL Energy, LLC
- Mill Run Wind Power Facility, 15 MW, Stewart & Springfield, PA
- Somerset Wind Power Facility, 9 MW, Somerset, PA
- St. Johns River Power Park, 1,320 MW, Jacksonville, FL
- Duane Arnold Energy Center, 598 MW, Cedar Rapids, IA
- New Mexico Wind Energy Center, 204 MW, Quay County, NM

Lion Capital Management Group
- Fulton Cogeneration Facility, 45 MW, Fulton, NY

Long Island Power Authority
- Jamaica Bay & Bayswater Property, Queens, Far Rockaway, NY

Mirant Mid-Atlantic, LLC
- Morgantown Coal Fired Plant – 1,412 MW, Charles County, MD
- Dickerson Coal Fired Plant – 637 MW, Montgomery County, MD

Niagara Mohawk Power Corporation

Energy and Infrastructure Qualifications

- Edic, Porter, Stillwile, River Road, & Mohiate Correctional Facility Substations (1,795 MVA), 20 Transmission Lines (41 Miles), Fiber-Optic Cable (10 Miles), Marcy, NY
- Mohican & Butler Substations (87 MVA), 22 Transmission Lines (62 Miles), Moreau, NY
- Spier Falls, Sherman Island, & Feeder Dam Hydroelectric Generation Facilities, 79 MW, Moreau, NY
- Ephratah Hydroelectric Generation Facility, 5 MW, Fulton County, NY

NRG Energy, Inc.
- BL England – 447 MW Coal/Oil Fired Facility, Atlantic City, NJ
- Deepwater Station – 230 MW Gas/Coal/Oil Fired Facility, Deepwater, NJ
- Indian River – 784 MW Coal Fired Facility, Millsboro, DE
- Vienna Station – 170 MW Oil Fired Facility, Vienna, MD
- Arthur Kill – 820 Gas Fired Facility, Staten Island, NY
- Astoria – 814 MW Gas Fired CT Facility, Queens, NY
- Killingholme A Power Station – 680 MW Gas Fired Facility, United Kingdom
- Rockford I Energy Center – 300 MW Gas Turbine Facility, Rockford, IL
- Rockford II Energy Center – 450 MW Cogeneration Facility, Rockford, IL
- Bourbonnais Energy Center – 1,000 MW Cogeneration Facility, Bourbonnais, IL
- Ilion Energy Center – 58 MW Cogeneration Facility, Ilion, NY

PPM Energy / Horizon Wind Energy
- Maple Ridge Wind Farm, Lowville, NY

Reed Custer School District, Will County, Illinois
- Braidwood Nuclear Generating Station, 2,342 MW, Braidwood, IL

Reliant Energy / Erie Boulevard, L.P.
- Spier Falls, Sherman Island, & Feeder Dam Hydroelectric Generation Facilities, 79 MW, Moreau, NY
- Ephratah Hydroelectric Generation Facility, 5 MW, Fulton County, NY

Rock Island County Assessment Defense Group, Rock Island County, Illinois
- Quad Cities Nuclear Generating Station, 1,656 MW, Cordova, IL

Sithe Energies, Inc.
- Independence Station Natural Gas Fired Combined Cycle Cogeneration Facility, 1,042 MW, Scriba, NY

Sithe Global Power, LLC
- Desert Rock Coal Fired Facility, 1,500 MW, New Mexico
- Toquop Coal Fired Facility, Nevada
- River Hill Waste Coal Fired Facility, 300 MW, Pennsylvania
- Goreway Natural Gas Fired Facility, Toronto, Canada
- Overseas Generating Facilities, 1,750 MW total, in Italy, Uganda, Yemen, and other countries

Southside School District, Beaver County, Pennsylvania
- Bruce Mansfield Coal Fired Electric Generation Facility, 2,260 MW
- Beaver Valley Nuclear Generation Facility, 1,662 MW

Town of Erving and Town of Northfield, Board of Assessors
- Northfield Mountain Pumped Storage Facility, 1,080 MW, Massachusetts

TransCanada Pipelines Limited
- Curtis & Palmer Hydroelectric Generation Facilities, 58 MW, Corinth, NY

U.S. Energy Systems, Inc.
- East Moline and Dolton Landfill Bio-Gas to Energy Facilities – 3 MW, Chicago, IL

WPS Power Development Inc.
- Beaver Falls Oil- & Gas Fired Cogeneration Facility, 95 MW, New York
- Syracuse Oil- & Gas Fired Cogeneration Facility, 199 MW, New York
- Niagara Falls Coal Fired Electric Generation Facility, 53 MW, Niagara Falls, NY

Alpha Power Development LLC
- Energia Dominicana I – 600 MW Coal Facility, Montorisi, Dominican Republic
- Offshore Wind Phase I – 200 MW Wind Farm, New Jersey

Prothermocanbe, S.A.
- Prothermocanbe Colon – 250 MW Coal Facility, Colon, Panama
- Prothermo Panama 1 – 350 MW Coal Facility, Colon, Panama

Fortune 500 Company
- Prospective Brookhaven Solar Photovoltaic Generating Facility – 37 MW, Upton, NY

Confidential Client
- Berlin Biomass Facility – 50 MW Prospective Biomass Conversion, Berlin, NH

Energy and Infrastructure Qualifications

Enel North America
- Sool Hydroelectric Facility – 26MW – Lowell, MA

Penobscot River Restoration Trust
- Veazie, Howland, and Great Works Hydroelectric Facilities, Bangor, ME

Alternative Fuels Experience:
Towpath Partners
- BioEnergy of America Bio Diesel Plant, 88 MGY BioDiesel Plant, Edison, New Jersey
- Blend Clearfield, 100 MGY Ethanol Plant, Clearfield, PA

Whit Law
- Illinois Ethanol Plant, 110 MGY Ethanol Plant

Renova Energy
- Heyburn 20MGY Ethanol Plant, Heyburn, ID

Alpha Power Development LLC
- Waste to Ethanol 10MGY Ethanol Plant, Newark, NJ

Water Utility Experience:
American Water Co
- Peoria Municipal Water System, Peoria, IL

Municipality of Blairstown
- Blairstown Water System, Blairstown, NJ

Telecommunications Experience:
Adelphia Business Solutions
- 19 Fiber-Optic Markets (7,000 Miles of Cable), Located in Florida, Kansas, Kentucky, New Jersey, New York, Pennsylvania, Tennessee, and Vermont

MCI v City of Boston and City of Newton, MA (2006)
- Fiber Optic Networks, Boston, Tax Appellate Board

Verizon
- Utility Poles, Buried, Aerial, Underground, and Submarine Fiber Optic and Metallic Cables

SpectraSite
- National Portfolio of 1,000 Cell Towers

Rail Road/Right of Way Experience:
CSX Railroad
- 15 mile railroad in Bergen and Hudson Counties, NJ
- Railroad in Long Island, NY

Petroleum Industry
Marathon
- Marathon Robinson Refinery, Crawford County, IL

NJ Department of Transportation
- 350,000 Barrel Capacity Independent Fuel Storage Facility (Tank Farm), Jersey City , NJ

Special Purpose Property Experience:
- Onyx Orchard Hill Land Fill, Davis Junction, IL
- Edison Land Fill, Edison, NJ
- Former Tilcon Quarry (Prospective Residential Development), Suffern, NY
- New Milford Rocksand and Gravel, New Milford, CT

FEDERAL APPRAISAL

AND CONSULTING

400 US Highway 22 West, Suite 403
Whitehouse Station, New Jersey 08889

1.908.534.3505
1.908.923.0575 fax

www.federalappraisal.com
info@federalappraisal.com

Qualifications of Mark Pomykacz, MAI, MRICS

908.534.3590
mark@federalappraisal.com

Professional Background

Managing Partner
Federal Appraisal & Consulting LLC, New Jersey
Since 2001

General Appraisal and Advisory Qualifications

Mr. Pomykacz specializes in complex, non-traditional appraisal and advisory services, nationally and internationally for accountants, attorneys, the capital markets, corporations and governments concerning development, acquisitions & dispositions, financing, investor reporting, litigation, tax & audit issues, and asset management. Mr. Pomykacz has over 27 years experience in real estate and business appraisal and advisory services. He has worked on numerous asset and property types including closely held and public companies, infrastructure, power plants, utilities, corporate and investment real estate, vacant land, and special purpose properties. Mark has participated in arbitrations, judicial, and condemnation proceedings. Mark has written special purpose and consulting reports, appraisals, market and feasibility studies. His work is used by many Fortune 1,000 companies, Wall Street banking firms, accounting and law firms, and various government agencies.

Power & Infrastructure Analysis and Valuation Qualifications

Over the last ten years, Mr. Pomykacz has developed an expertise in the appraisal of electricity generation assets and other infrastructure assets. His power appraisals include nuclear, fossil fuel-fired, hydro, wind, geo-thermal, solar and bio-mass and bio-gas, other types of power generation facilities in locations around the U.S. and the world. His other infrastructure appraisals include telecommunications assets, water and sewer assets, railroads, racetracks and petroleum, bio-diesel and ethanol refineries, and transmission assets around the U.S. His infrastructure appraisal and advisory services have been used by governments, corporations, and lenders and investors for development, acquisition and disposition planning, financing, and tax and investor reporting. Mark has appraised and advised on more than 250 infrastructure assets. He regularly testifies to his infrastructure appraisals.

Senior Manager / Chief Appraiser - Eastern Sector
Deloitte & Touche LLP, New York, NY
6 years

Led multi-discipline professional consulting group, managing national portfolios of investment-grade properties, and real estate-secured assets. Provided real estate and business valuation consulting services including banking support, mergers & acquisitions due diligence, capital markets services, valuation services for tax and audit issues, litigation support, appraisals, and other consulting services. Clients included many Fortune 1,000 companies, REITs, Wall Street banking firms, and law firms. Also provided real estate asset and investment management consulting, and property tax appeals and management. Developed new business and business lines for the group.

FEDERAL APPRAISAL

AND CONSULTING

Vice President, Consultant and Appraiser
Jerome Haims Realty, Inc., New York, NY
5 years

Consulted and appraised on various property types including: office buildings, shopping malls; industrial, factory, warehouse, loft, and manufacturing buildings; rental, cooperative, and condominium apartment buildings; mixed use buildings; special purpose properties; and vacant land for subdivision and for major urban redevelopment; partial interests, easements, right-of-ways and air rights. Wrote appraisal reports, market and feasibility studies, and reviewed appraisals written by others. Participated in arbitration, judicial, and condemnation proceedings and provided various consultation services including mortgage underwriting, litigation support, rent-buy and pricing decisions, construction feasibility, and asset management.

Senior Real Estate Manager and Chief Appraiser
NYC Economic Development Corp. &
NYC Department of Real Property, New York, NY
3 years

Consulted and appraised on various property types for various city redevelopment projects, condemnation, public trusts, and tax incentive programs. Wrote appraisal, conducted market and feasibility studies, managed appraisal contractors, and reviewed appraisals. Provided asset management to projects with an aggregate value in excess of $2 billion

Office Manager, Appraiser
United Evaluators, Morristown, NJ
2 years

Managed a branch office with staff of 6 professional appraisers.

Professional Affiliations & Activities

MAI, Member of the Appraisal Institute
Active Leader in the Appraisal Institute Community:
- Member of the Board of Directors, National, 2002, 2004 – 2006
- President, Metropolitan New York Chapter, 2005
- Chair, Regional Committee, Region VI, 2004
- Officer, Metropolitan New York Chapter, 2001 – 2005
- Regional Director, Region VI, 2002, 2004 – 2006
- Member of Board of Director's, Metropolitan New York Chapter, 1998 - 2006
- International Relations Committee Member, National, 1997 - 2005
- Strategic Planning Committee, National, 2005 - 2006
- Education Chair, Metropolitan New York Chapter, 1999

MRICS, Member of the Royal Institute of Chartered Surveyors

FEDERAL APPRAISAL

AND CONSULTING

Licenses, State Certified Real Estate General Appraiser

State of:	Number:
New Jersey	42RG00144600
New York	46000000971
Maryland	10807
Connecticut	RCG.0001046
Illinois	553.001871
Pennsylvania	GA001700R
California	AG043987
Michigan	1201060593
Massachusetts	103483
Florida	RZ3228

Education Background

Bachelor of Arts
Political Science
Rutgers University, New Brunswick, New Jersey

Appraisal Institute
Completed all courses and examinations required to obtain and maintain the MAI designation.

Royal Institution of Chartered Surveyors
Completed all courses and examinations, or equivalents, required to obtain and maintain the MRICS designation.

Institute for Professionals in Taxation
Completed all courses and examinations required to obtain the CMI designation. Mr. Pomykacz was granted the CMI designation. Due to a lack of need, Mr. Pomykacz no longer remains a dues paying member of IPT.

Instructorships & Speaking Engagements

University/Institutional Lectures/Presentations

Mr. Pomykacz teaches "Income Capitalization Theory and Techniques" (AKA Course #310), and "Uniform Standards of Professional Appraisal Practice (AKA USPAP), Part A". These courses are required for designation from the Appraisal Institute and for state licensing and certification, and were offered at the following institutions.

Adjunct Assistant Professor, New York University
Institution, Baruch College, CUNY, The Newman Real Estate Institute
Qualified Appraisal Institute Instructor, Appraisal Institute

Mr. Pomykacz also regularly lectures at Appraisal Institute seminars

Business Lectures/Presentations

Mr. Pomykacz also regularly speaks at various accounting, assessor and other professional seminars and conferences. Several recent or relevant presentations follow.

PEI Infrastructure Investor; New York
Managing Infrastructure Assets: In a Post-Cheap Debt World
New York, NY, 2009

FEDERAL APPRAISAL

AND CONSULTING

Power & Electricity World: Latin America Conference
Creating and Measuring Value: A Power Plant Development
Coral Gables Florida, 2009

Corpbanca Seminar Invitation
Fair Value Appraisal for the Real Estate Industry in Chile
Santiago, Chile, 2009

The Pan Pacific Valuation Conference
The Effects of Deregulation/Privatization on the Selection of Valuation Methodology
23rd Pan Pacific Valuation Conference,
San Francisco, 2008

Baruch College (CUNY),
"Exuberant Bubble" or "Fundamentally Sound": Where are Real Estate Prices Going?
New York, September, 2005

The Center for Business Intelligence, now Platts, a division of McGraw-Hill
Valuing Generation Assets – Employing Effective Due Diligence
Power Asset Mergers and Acquisitions Conference, 2004

Methodologies for Portfolio Valuation of Power Plant Assets
5th Annual Electric Asset Valuation Conference, 2004

Sophisticated Valuation Techniques – Theory and Practice
5th Annual Electric Asset Valuation Conference, 2003

The International Association of Assessing Officers (IAAO)
Reconciling the Reconciliation, Power Plants and Utilities
IAAO Public Utility Section, Charleston, 2006

Recognizing & Separating Real Property, Personal Property, and Intangible Values in Common Indications of Value
IAAO Public Utility Section, Milwaukee, 2006

Cell Towers and Telecommunications Property
IAAO Legal Update, San Francisco, 2006

Valuing Complex Properties, Power Plants
IAAO Public Utility Section, Boston, 2004

Preparation and Trial Seminar (Mock Trial)
IAAO, Las Vegas, May, 2007

Preparing for the Big One – The Trial of a $1 Billion Case; How a Complex Case Illustrates Basic Principles of Valuation and Trial Practice
CAAO 14th Fall Symposium, 2009

The Wichita State University Annual Conference on the Appraisal for Ad Valorem Taxation of Communications, Energy and Transportation Properties

Preparing for the Big One – The Trial of a $1 Billion Case; How a Complex Case Illustrates Basic Principles of Valuation and Trial Practice
37th Annual Conference, 2007

FEDERAL APPRAISAL

AND CONSULTING

Rate Basics – Back to the Basics for Experts, Finding a Common Language
40th Annual Conference, 2010

Rutgers University, Office of Continuing Education
Brownfields: Emerging Issues, The Economics of Green
Rutgers University, New Brunswick, New Jersey, 2008

The Long Island Society of Certified Public Accountants
Understanding Key Appraisal Concepts: Methodologies and Procedures, and Capitalization Rates
Real Estate Committee, October, 2005

The Society of Professional Assessors

Appraising Complex Properties for Property Taxes: A Power Plant Case Study
Mystic, CT, October, 2005

How low can you go? Capitalization and Yield Rates Methodologies, Procedures, Market Cycle, and Current Issues
Rutherford, NJ, April, 2006

The Institute for Professionals in Taxation, IPT, Annual Property Tax Symposium
Valuation of Electric Generating Stations Owned by Independent Power Producers
Austin, Texas, November 2, 2010

Connecticut Association of Assessing Officers
The Appraisal and Assessment of Big Box and Large Owner-Occupied Properties
September, 2011

New Jersey County Tax Board Association
Appraising Solar Power Assets for Property Taxation
September, 2011

South Jersey Chapter of the Appraisal Institute
Appraising Solar Power Assets
September, 2011

Articles and Publications

Reviewer for the 'Real Estate Valuation in Global Markets', Second Edition
The Appraisal Institute, 2010, ISBN 978-1-935328-12-4

'Defining and Supporting Entrepreneurial Profit and Incentive, and External Obsolescence'
The Appraisal Journal, Winter 2010

'Relationships between the Overall Property and its Parts, and the Three Approaches to Value'
The Appraisal Journal, Winter 2009

'The Energy for Change; Building Our Alternative Energy Future'
Property World, Royal Institution of Chartered Surveyors, Winter 2009

'Corridor Valuation, the ATF Method, and Maximally Productive Uses, Recent Observations from the Rail Line'
Right of Way Journal, International Right of Way Association, September 2008

'Correcting Property Taxes on High-Value Properties'

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Unpublished, July 2004

"A Generalized Analysis to Determine Three Unknowns: Value, Real Estate Taxes and Real Estate Tax Recoveries"
Assessment Journal, Summer 2003

'Property Taxes, A Silver Lining'
Energy Pulse, July 2003

"Considerations for Valuation and Litigation"
Deloitte & Touche Real Estate Newsletter, New York, April 2000

"Reducing Property Taxes in a Rising Market"
Real Estate New York, February 1998

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400 Route 22 West, Suite 403
Whitehouse Station, New Jersey 08889

1.908.534.3595
1.908.823.0876 fax

www.federalappraisal.com
info@federalappraisal.com

Qualifications of Mark Rodriguez, ASA, MRICS

908.534.3560
mrodriguez@federalappraisal.com

Professional Background:

Director
Federal Appraisal & Consulting LLC, New Jersey
Since 2001

Mr. Mark Rodriguez is a Director at Federal Appraisal & Consulting, LLC. Mr. Rodriguez is a mechanical engineer with a Masters Degree in Managerial Accounting; an Accredited Senior Appraiser (ASA) with the American Society of Appraisers and a Member of the Royal Institution of Chartered Surveyors (MRICS).

Mr. Rodriguez has over 10 years experience as consultant specializing in both domestic and international valuation projects, appraisal and construction project management and engineering. He previously worked with the Valuation Group of a "Big Four" accounting firm in New York City and with an "ENR top 60" construction management company.

Mark specializes in serving electricity, gas, and water utility related clients as well as domestic and international, independent power producers

He has supervised and performed a diversity of valuation, appraisal and consulting engagements, including the valuation of public utilities, independent power producers, complex manufacturing and industrial facilities, commercial buildings and residential apartments. His experience includes both domestic and international transactions. These valuation advisory assignments were performed for appraisals, market valuations, purchase price allocations, cost segregation studies, litigation support, project financing, transactional pricing for taxation and management reporting purposes. property tax, transfer tax, acquisitions, divestitures, insurance, due diligence, non-cash charitable contributions, and useful life analyses.

Specifically, these transactions included the valuation of tangible assets, intangible assets, and goodwill; purchase price allocations for tax and financial reporting including compliance with the Financial Accounting Standards Board ("FASB") Statement Nos. 141, 142, and 143 and 144. Additionally, he has completed both domestic and international valuation and assignments to comply with International Financial Reporting Standards (IFRS) and International Valuation Standards (IVS). These transactions have commonly involved financial, economic, and statistical analysis to establish market values, cost segregation, and overall transactional structuring.

Mr. Rodriguez has analyzed a variety of electric generating facilities and public utility related assets including; base load power plants, capacity and peaking facilities, and transmission and distribution assets. In addition, he has analyzed both electric and gas transmission lines and distribution systems including gas regulating stations and electrical substations. To date, Mark has completed valuation of over 130 power plants in over 130 separate transactions, totaling over 155,000 MW of total capacity valued. Specifically, these electric generating assets include, but are not restricted to:

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- Biogas / Biomass Generating Plants
  4 Facilities, 122 MW
- CCGT Generating Plants
  22 Facilities, 10,093 MW
- Coal Generating Plants
  58 Facilities, 61,163 MW
- Geothermal Generating Plants
  4 Facilities, 270 MW
- Hydroelectric Generating Plants
  226 Facilities, 18,833 MW
- Natural Gas Generating Plants
  85 Facilities, 28,153 MW
- Nuclear Generating Plants
  20 Facilities, 33,697 MW
- Oil Generating Plants
  10 Facilities, 2,136 MW
- Pet Coke Generating Plants
  4 Facilities, 920 MW
- Remote Turbine Plants
  3 Facilities, 105 MW
- Solid Waste Generating Plants
  3 Facilities, 142 MW
- Steam Generating Plants
  2 Facilities, 29 MW
- Wind Generating Plants
  7 Facilities, 349 MW
- Wood-Fired Generating Plants
  2 Facilities, 27 MW

Mr. Rodriguez has supervised and performed numerous engagements involving the valuation of intangible assets including contracts, power purchase agreements, transitional agreements, mineral and fossil fuel rights, transmission constraint contracts, pollution credits, computer technology, trade names, trained and assembled workforce, leases, goodwill and going concern. Specializations include discounted cash flow and direct capitalization models, statistical analyses including price forecasting, cost segregation studies and business entity and business interest valuations.

Deloitte & Touche, New York, NY
Senior Manager – Director of Energy & Utility Valuations 1996 to 1999

Mr. Rodriguez had five years experience as a Senior Manager in the Valuation Group of a "Big Five" consulting firm located in New York City. He served as the developer and head of the Independent Power and Public Utilities Valuation Practice that included business development, marketing, and project management of numerous industrial, commercial, public utility and independent power related valuation-consulting projects throughout North America, Latin America and Europe.

Mr. Rodriguez has performed valuation studies of facilities and equipment in the electric utility industry for a variety of purposes including management information, mergers and acquisitions, privatization, deregulation and corporate restructuring. These valuation studies have generally involved financial, economic and statistical analysis to establish fair market values, residual values and remaining useful lives. He has analyzed a variety of electric generating facilities ranging from large utility base load power plants to smaller independent power plants including coal, gas, hydroelectric, resource recovery, biomass, fossil fuel, black liquor, sludge/hazardous and biomass projects. Additional facility valuation assignments prepared by Mr. Rodriguez include electric transmission and distribution systems and natural gas networks.

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[redacted] & CONSULTING [redacted]

Mechanical / Electrical Project Engineer 1990 to 1995

Mr. Rodriguez obtained over five years of progressively responsible engineering and construction management experience with specific expertise in industrial and commercial contracting. Mr. Rodriguez has served as a project engineer on the following capital projects:

- Sayreville Cogeneration Facility, 31 MW natural gas fired combined cycle cogeneration facility in Sayreville, NJ
- Bellingham Cogeneration Facility, 311MW gas/oil fired combined cycle cogeneration facility in Bellingham, MA
- Northumberland County Prison, 1000 bed correctional facility built on a design/build/lease/back program for PA Department of Corrections in Shamokin, PA
- Erie County Prison, 1000 bed correctional facility built on a design/build/lease/back program for PA Department of Corrections in Albion, PA
- Allegheny County Jail, 1,800 cell efficient inner city high rise jail for the County of Allegheny in downtown, Pittsburgh, PA
- Lakewood Cogeneration Facility, 237 MW natural gas fired combined cycle cogeneration facility in Lakewood, NJ
- Mercer County Resource Recovery Facility, design and permitting for the future 60 MW facility in Trenton, NJ
- Onondaga Resource Recovery Facility, 40 MW facility in Syracuse, NY

Professional Affiliations:

- ASA, American Society of Appraisers - Accredited Senior Appraiser
  - Accredited Senior Appraiser with the American Society of Appraisers
  - ASA Designation in Machinery & Technical Specialties
  - Member of American Society of Appraisers – North Jersey Chapter #73
  - ASA Northern New Jersey Chapter, President, 2004/2005
  - ASA Northern New Jersey Chapter, Vice President, 2003/2004
  - ASA Northern New Jersey Chapter, Chapter Secretary, 2002/2003
- MRICS, The Royal Institution of Chartered Surveyors – Member
- Appraisal Issues Task Force (AITF) – Member
- The American Society of Mechanical Engineers (ASME) – Member
  - Member #: 2008008; Since 1989
- Society of Depreciation Professionals (SDP) – Member

Education:

- Master of Science in Managerial Accounting – New Jersey Institute of Technology ("NJIT") 1998
- Bachelor of Science in Mechanical Engineering – NJIT 1990
- ASA – American Society of Appraisers
- Real Estate Certificate Program – Monmouth University 2007

FEDERAL APPRAISAL
[redacted] & CONSULTING [redacted]

Speaking Engagements:

- *Power & Electricity World Latin America 2009* – Pre-Conference Workshop Topic *"Creating and Measuring Value - Power Plant Development,"* Miami, Florida, US
- Power & Electricity World Latin America 2009 – Panel Topic *"Latin Power Generators' Point of View."* Miami, Florida, US
- Conference IFRS Seminar 2008 – Presentation Topic *"IFRS Implementation and the Affect on Fair Value,"* Santiago Chile
- FCC Annual Fall Conference 2007 – Presentation Topic *"Cost Segregation: A Service that Pays for Itself,"* Chicago, Illinois, US
- International Association of Assessing Officers 72nd Annual International Conference 2006 – Presentation Topic *"Recognizing & Separating Real Property, Personal Property, and Intangible Values in Common Indications of Value,"* Milwaukee, Wisconsin, US
- Workshop Leader for the 6th Annual Electric Asset Valuation Conference 2003 – Presentation Topic *"Getting the Most for Your Appraisal Dollar – Valuation Techniques, Theories and Practices,"* Houston, Texas US
- Numerous presentations at seminars and conferences regarding financial advisory services, business valuations, and cost segregation studies

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Whitehouse Station, New Jersey 08889

1.908.534.3595
1.908.823.0578 fax

www.federalappraisal.com
chris@federalappraisal.com

Qualifications of Chris Olmsted

Professional Background

Appraiser / Consultant
Federal Appraisal & Consulting LLC, New Jersey
Since 2007

At Federal Appraisal & Consulting LLC, Mr. Olmsted provides appraisal and appraisal consulting services for commercial property types around the country. The properties include apartments, offices, retail, industrial and commercial developable land, as well as utilities and power-related property types. The reports include USPAP-compliant full narratives and consulting reports and studies.

Case Manager – Child Protective Services
Buncombe County, North Carolina
2006 to 2007

Mr. Olmsted investigated reports of child abuse and neglect and provided case management services to families found to be in need of services.

Child and Family Services Clinical Case Manager
New Visions Behavioral Health, Asheville, NC
2003 to 2006

Mr. Olmsted performed intake assessments and differential diagnosis services for clients, and provided ongoing case management services for clients found to be in need of services.

Licensed Real Estate Salesperson
Century 21 Mountain Lifestyles, Asheville, NC
2002 to 2004

Mr. Olmsted brokered commercial and residential real estate sales and rentals.

Federal Appraisal & Consulting

Education Background

Master of Arts
Psychology
Appalachian State University
Boone, North Carolina

Bachelor of Science
Psychology
University of Florida
Gainesville, Florida

Appraisal Institute
Highest and Best Use and General Market Analysis; Advanced Sales and Cost Approach Techniques; General Appraiser Report Writing and Case Studies, Advanced Income Capitalization; Advanced Concepts and Case Studies

Professional School of Business
R1, R2, USRAP, Condo Appraisal, Small Income Property Appraisal, Income Approach to Appraisal, and Advanced Income Approach to Appraisal

Licenses

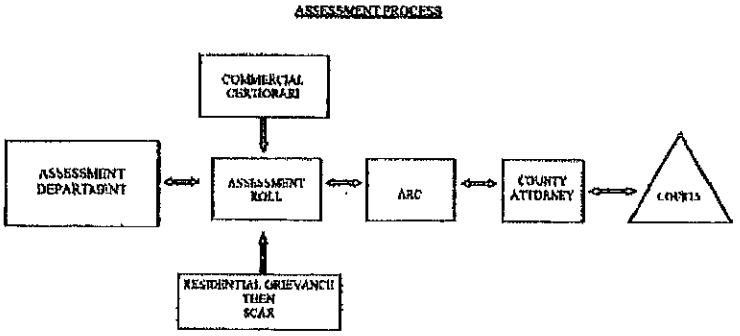
State Certified Real Estate General Appraiser
- New Jersey License # 42RG00234600

Articles and Publications

"Options in Real Estate Valuation"
The Appraisal Journal, Summer 2013

B. Detail prior experience in the area of mass assessment modeling.

Standard Valuation Services has worked in the mass valuation and assessment arena for over twenty (20) years, with vast experience in Nassau County and the Assessment System. Our firm has worked with every aspect of the Assessment System, from the creating of Assessments to the defending of Assessments, SCAR proceedings, ARC and defense of assessments in the Courts.



- From 1993 to present, our firm has worked on defending SCAR proceedings and Article 78 cases for both Nassau County and multiple Villages. Our record on defending these cases is strong as we have been able to obtain favorable results, saving the municipalities we work for a vast amount of tax refunds.

- Our firm has provided extensive litigation support and expert testimony regarding Assessment disputes, most notable being The Roosevelt Field Mall Tax Certiorari case. Our firm was hired by the County Attorney's office for the Roosevelt Field Mall Tax Certiorari case based on our vast knowledge and experience in litigation support, which was successfully defended (no reduction). A loss on this case would have cost the County millions of dollars, as arguably Roosevelt Field is a billion dollar asset.

- Our firm has completed many large scale projects for Nassau County, saving the County millions of dollars, most notable is the 2012 litigation support project, regarding the Halpern Vs. Nassau County case, which involved 2 open tax rolls, 2010/2011 & 2011/12. This case was brought forward by residents of Nassau County claiming that the SCAR practices by Nassau County were not completed in a fair and equitable manner. Our firm in a 3 month period, based on our vast modeling resources, was able to settle in conjunction with the County Attorney's office, approximately 60,000 cases, prior to a refund position, saving the County millions of tax dollars. The results of our negotiations with over 100 tax representatives and residential petitioner's Attorneys, successfully concluded the Halpern litigation, further leading to the development of a Taxpayers' Bill of Rights for the Nassau County residents and a procedure and policy for establishing a residential Assessment Ratio for each year going forward.

Summary of Revaluation and Systematic Review & Analysis Projects

Municipality	Parcel Count	Date Completed	Update Performed
Nassau County *	418,000	2003	2004-2005
Glen Cove	7,612	2001	2005
Russell Gardens **	283	2005	2006-current
Lake Success **	978	2008	2009-current
Mineola **	5,675	2008	2009-current
Sea Cliff **	1,923	2008	2009-current
Farmingdale **	2,299	2010	2011-current
Westbury **	4,747	2010	2011-current
Great Neck **	2,980	2011	2011-current
Williston Park **	2446	2011	2012
Great Neck Estates **	895±	2013	2014-2015
Roslyn Estates ***	423±	2013	2012-2013

*Local component of Nassau County revaluations
** Villages that have completed a revaluation and kept it current with annual updates.
*** Systematic Review & Analysis Project.

As evidenced in the grid above, our firm has vast mass appraisal experience within the Nassau County bounds. In the last 10 years we have worked on 12 mass appraisal and Assessment related projects within Nassau County. The first of these projects was the City of Glen Cove, followed by the Nassau County Revaluation where our firm was brought in as the major local component for our vast and intimate knowledge of the Real Estate within Nassau County's boundaries. Since then we have completed Revaluations of 9 Villages that have all kept their revaluations current, with annual updates. And lastly, this last year we have completed a Systematic Review and Analysis of the Assessment Roll of Roslyn Estates. All of these projects required our modeling staff, appraisal staff and management staff to perform at a high level. All of the projects completed have received rave reviews and we have provided references for your review in Appendix C, subsection d to confirm this.

Summary of Villages where Assessment & Consultation Services were provided

Municipality	Date Completed
Lynbrook	Currently on going
Roslyn	Currently on going
Floral Park	Currently on going
East Rockaway	Currently on going
Island Park	Currently on going
New Hyde Park	Currently on going

For the above 6 Villages our firm performs Assessment Consulting Services, defends the roll for Small Claims filings and maintains their Assessment Rolls. We also review building permits, applications for exemptions and make sure their exemptions are all processed properly. We have also helped some of the village with their issues regarding Super Storm Sandy and the damages that occurred within those Villages. Our unmatched expertise regarding assessment and market knowledge throughout these Villages is extensive.

In 2013, our firm was contacted by the New York State Department of Transportation, upon request from the Governor's Office, to complete a valuation of over 2,000 parcels that were damaged by Super Storm Sandy from Staten Island through to Flanders on Long Island. This project encompassed over 2,000± homes throughout the Metropolitan area, of which over 1,100 were on located on Long Island and notably, three entire neighborhoods had to be successfully modeled and consistently valued within the Staten Island area, Oakwood Beach (458 parcels), Ocean Breeze (159 parcels) and Graham Beach (286 parcels). This was a very complex assignment that required significant public relations, as one could imagine, and to date our firm has received accolades from the Governor's office down to Jon Kalman, the appointed Storm Recovery Czar, who serves as Special Advisor of the Long Island Storm Recovery for the New York Rising Program.

Most recently our company was retained by Suffolk County to complete trial-ready appraisal assignments on storm damaged oceanfront properties on Fire Island, associated with the dune restoration project administered by the US Army Corps of Engineers. We are currently the exclusive expert working in the Davis Park community. This project is a highly sensitive appraisal assignment that consists of full and partial fee takings as well as the acquisition of permanent easements. This assignment is scheduled to be completed early summer of this year.

C. Detail prior experience with public sector clients (similar size and scope).

Our firm has vast experience dealing with public sector clients. Below is a partial list of some of the projects we have handled with public exposure.

- Multiple Department of Transportation takings involving hundreds of parcels, throughout Long Island.
- Our firm has been in front of many Zoning Public hearings throughout Nassau County and we are recognized as real estate experts.
- The process of completing Revaluation Projects throughout Nassau County required professional public relations interactions with the residents and property owners. These public relations meetings and opportunities were crucial to the success of these Revaluation projects.
- During the Revaluation of Nassau County in 2003, our firm was utilized on a public basis to inform the Nassau County legislature on status, updates and progress of the project.
- Over the last 20 years, our firm has defended Small Claims Assessment Review SCAR cases for Nassau County, on numerous occasions we were brought forward to the Nassau County Legislature to publicly explain this process and how it was handled regarding the residents of Nassau County.

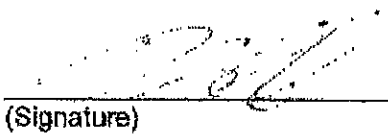
- Mr. Smith of our firm, has also served on a New York State Board of Real Estate Appraisers where there are public web casts 3 to 4 times a year, broadcasting regulatory information for the appraisers and public to observe during the year.

- Over the past 25 years, Standard Valuation Services has been in the public arena based on the large scale projects they have performed, and at all times handling themselves in a professional and responsible manner. Public relations is one of the unique strengths of our firm.

D. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

Letter can be found on the following page.

APPROVED AND SUBMITTED BY:



(Signature)

PRINT NAME: Matthew L. Smith **DATE:** June 8, 2015

S V S
STANDARD
VALUATION SERVICES

June 8, 2015

Mr. Steven L. Corte, IAO IFAS SRA ASA CSA-G
Deputy County Assessor
Nassau County Department of Assessment
240 Old Country Road – Fourth Floor, Room 400
Mineola, NY 11501

RE: Systematic Review and Analysis of Assessments
Nassau County Department of Assessment
RFP # AS0518-1509

Dear Mr. Corte:

This is our required cover letter, which indicates our EIN# as well as our authorized contact information.

Standard Valuation Services EIN # - 11-2971981

Matthew Smith is the authorized contact and negotiator for Nassau County with respect to this proposal.

Contact Information:
Office Phone - (516) 248-6922 – ext. 0
Cell Phone - (516) 697-1792
Fax - (516) 742-4365

Email Address: Msmith@standardvaluation.com

If you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully submitted,

Matthew L. Smith, MAI, SRA, MRICS
President

APPENDIX C

BUSINESS HISTORY FORM

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: June 8, 2015

1) Proposer's Legal Name: Smith Valuation Services, Inc. DBA Standard Valuation Services

2) Address of Place of Business: 27 East Jericho Turnpike – Mineola, NY 11501

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): SAME

Phone (516) 248-6922

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 613494954

5) Federal I.D. Number: 11-2971981

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership __X__ Corporation ___ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes __X__ No ___ If Yes, please provide details: Smith & DeGroat Real Estate, a real estate brokerage and management firm in business since 1949

8) Does this business control one or more other businesses? Yes __ No __X__ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No __X__ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X__ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details

regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X__ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X__ If Yes, provide details for each such investigation

13) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X__ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X__ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No X__ Yes ___ If Yes, provide details for each

such charge._____

c) In the past ten years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction_____

d) In the past five years, been convicted, after trial or by plea, of a misdemeanor? No _X_ Yes ___ If Yes, provide details for each such conviction.

APPENDIX C

e) In the past five years, been found in violation of any administrative, statutory, or regulatory provisions? No __X__ Yes ___ If Yes, provide details for each such occurrence.

15) In the past five years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No __X__ Yes ___; If Yes, provide details for each such instance.

16) For the past five tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No __X__ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If necessary, use additional sheets.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **None**

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **None**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. **None**

APPENDIX C

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

i) Date of formation; **June 1, 1989**

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Matthew L. Smith – 3 Fathers Court, Dix Hills, NY 11746 – President/Treasurer
Andrew W. Albro – 269 Roselle St., Mineola, NY 11501 – Vice President
Joanne E. Smith – 3 Fathers Court, Dix Hills, NY 11746 – Secretary

iii) Name, address and position of all officers and directors of the company;

Matthew L. Smith – 3 Fathers Court, Dix Hills, NY 11746 – President/Treasurer
Andrew W. Albro – 269 Roselle St., Mineola, NY 11501 – Vice President
Joanne E. Smith – 3 Fathers Court, Dix Hills, NY 11746 – Secretary

iv) State of incorporation (if applicable); **New York State (see attached)**

v) The number of employees in the firm; 32

vi) Annual revenue of firm; **$5,600,000**

vii) Summary of relevant accomplishments – **In Appendix B – letters b and c**

viii) Copies of all state and local licenses and permits. **Licenses Attached**

B. Indicate number of years in business. **26 years**

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **Tax Return Attached**

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Westbury (Revaluation Project)
Contact Person Mayor Peter Cavallaro
Address 235 Lincoln Place
City/State Westbury, NY 11590
Telephone (516) 334-1700
Fax #
E-Mail Address pcavallaro@duckpondcorp.com

Company Village of Roslyn Estates (Systematic Review & Analysis of Assessment Roll)
Contact Person Mayor Jeffrey Schwartzberg
Address 2 The Tulips
City/State Roslyn Estates, NY
Telephone 516-621-3541
Fax # 516-621-3109
E-Mail Address Jeffrey-chwartzberg@colliers.com

Company Village of Mineola (Revaluation Project)
Contact Person Joe Scallero/Senator Jack Martins
Address 155 Washington Street
City/State Mineola, NY
Telephone 516-746-0750 516-435-4113
Fax #
E-Mail
Address Jmartins@msn.com

Company Governor's Office of Storm Recovery - NY Rising Recovery Programs
Contact Person Rebecca Sinclair – Managing Director
Address Bloounty Boulevard
City/State Farmingdale, NY
Telephone 631-465-9515 917-913-2876
Fax #
E-Mail Address rebecca.sinclair@stormrecovery.ny.gov

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015

Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4940197
Qualified in Nassau County
Commission Expires March 6, 2017

Name of submitting business: Standard Valuation Services

By: Matthew L. Smith
Print name

Signature

President
Title

06 / 8 / 2015
Date

CERTIFICATE OF INCORPORATION

State of New York
Department of State } ss:

035359

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on MAY 18 1999

Secretary of State

CERTIFICATE OF INCORPORATION

OF

SMITH VALUATION SERVICES, INC.

Under §402 of the Business Corporation Law

I, the undersigned, being of the age of eighteen years or over, for the purpose of forming a corporation pursuant to §402 of the Business Corporation Law, do hereby certify:

FIRST: The name of the corporation is: SMITH VALUATION SERVICES, INC.

C012362

SECOND: The purpose or purposes for which it is formed are:

To engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that the corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such approval or consent first being obtained.

THIRD: The office of the corporation in the State of New York shall be located in the County of Nassau.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is 200 without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him or her is c/o Murphy & Bartol, 22 Jericho Turnpike, Mineola, New York 11501.

SIXTH: No director of the corporation shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity, except as otherwise provided by law.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed this certificate and affirmed it as true under the penalties of perjury this 17th day of May, 1989.

Gina Carney
53 Howard Street
Albany, New York 12207

N
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CERTIFICATE OF INCORPORATION

OF

SMITH VALUATION SERVICES, INC.

6012362

5/17
G

Murphy & Bartol
22 Jericho Turnpike
Mineola, New York 11501

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 18 1989
AMT. OF CHECK $ 130
FILING FEE $ 120
TAX $
COUNTY FEE $
COPY $ 10
CERT $
CERTIFIED $
EXPEDITE $ 120
BY:

403329

STATE AND LOCAL LICENSES

APPENDIX C – CONTINUED
FINANCIAL STATEMENT (LATEST TAX RETURN)

CONFIDENTIAL AND REQUESTED EXEMPTION TO DISCLOSURE UNDER FOIL

APPENDIX D

PRINCIPAL QUESTIONNAIRE

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, please use additional sheets.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Matthew L. Smith

Date of birth 11 / 19 / 62
Home address 3 Fathers Court
City/state/zip Dix Hills, NY 11746
Business address 27 East Jericho Turnpike
City/state/zip Mineola, NY 11501
Telephone (516) 248-6922
Other present address(es) None
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 06 / 01/ 89 Treasurer 06 / 01 / 89
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___ ___/___/___
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO ___ YES X If Yes, provide details. **24% ownership**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 6 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO _X___ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X__ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO _X___ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X__ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

APPENDIX D

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO __X__ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __X__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X___ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew L. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015

Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4940197
Qualified in Nassau County
My Commission Expires March 6, 2017

Standard Valuation Services
Name of submitting business

Matthew L. Smith
Print name

Signature

President/Treasurer
Title

06 / 8 / 2015
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, please use additional sheets.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Joanne E. Smith

Date of birth 03 / 08 / 1962
Home address 3 Fathers Court
City/state/zip Dix Hills, NY 11746
Business address 27 East Jericho Turnpike
City/state/zip Mineola, NY 11501
Telephone (516) 248-6922
Other present address(es) None
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President __/__/__ Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary 06 / 01 / 89
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President 06 / 01 / 89 10 / 12 / 2006
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO ___ YES X If Yes, provide details. **51% ownership**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

APPENDIX D

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO _X___ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X__ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO _X___ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X__ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X_ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

APPENDIX D

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO __X__ YES ___ If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __X__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X___ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION
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I, Joanne E. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015

Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4948197
Qualified in Nassau County
Commission Expires March 6, 2017

Standard Valuation Services
Name of submitting business

Joanne E. Smith
Print name

Signature

Secretary
Title

06 / 8 / 2015
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Andrew W. Albro

Date of birth 01 / 05 / 1964
Home address 269 Roselle Street
City/state/zip Mineola, NY 11501
Business address 27 East Jericho Turnpike
City/state/zip Mineola, NY 11501
Telephone (516) 248-6922
Other present address(es) None
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President __/__/__ Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary __/__/__
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President 10 / 12 / 2006 __/__/__
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO ___ YES X If Yes, provide details. **25% ownership**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

APPENDIX D

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b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

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a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

APPENDIX D

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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __X__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X___ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION
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I, Andrew W. Albro, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015

Neal D Peysner

Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4940197
Qualified in Nassau County
My Commission Expires March 6, 2017

Standard Valuation Services
Name of submitting business

Andrew W. Albro
Print name

Signature

Vice President
Title

06 / 8 / 2015
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX E

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

6. Insurance

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars ($2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

***Insurance Certificates on next page**

CERTIFICATE OF INSURANCE

HCC

Houston Casualty Company
ADMINISTRATIVE OFFICE: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE DECLARATIONS

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

1. Named Insured: Stolo Valuation Services Inc

2. Address: 27 Ray Reiche Turnpike
Islandia, NY 11504

3. Named Insured's Profession: See Endorsement HOP 32

4. Producer: Professional Liability Consulting Svcs.

5. Policy Number: H715-105764

6. Policy Period: Effective Date: 05/18/2015 Expiration Date: 05/18/2016
(12:01 a.m. Local Time at the Address of the Named Insured, above)

7. Retroactive Date: 05/18/2005

8. Knowledge Date: 05/18/2005

9. Limit of Liability: $2,000,000 for each Claim (including Loss and Claim Expenses)
$2,000,000 for the total of all Claims (including Loss and Claim Expenses)

10. Retention: $10,000.00 for each Claim (including Loss and Claim Expenses)

11. Premium: $15,000.00

NYS Surplus Lines Tax:	$540.00
State Stamping Fee:	$ 30.00
Administrative/Inspection Fee:	$ 50.00

12. Network Security and Privacy Liability Coverage Option (Insuring Agreement B):

☐ Not Purchased
(If this box is checked, then Insuring Agreement B shall apply)

13. How to Report a Claim:
Report any Claim or potential Claim to the individual below as required below by this Policy and Section IX.
NOTIFICATION:
HCC Specialty Claims Department

SOP (1/2015)

ELANY
EXCESS LINE ASSOCIATION OF NEW YORK

This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law 05/20/2015

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

The Hanover Insurance Group.

BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

IW

RENEWAL OF ODY 6802960

Policy Number	Policy Period From	To	Coverage is Provided in the	Agency Code
ODY-6802960-05	11/20/2014	11/20/2015	CITIZENS INSURANCE COMPANY OF AMERICA	8505696000

Named Insured and Address
SMITH VALUATION DBA STANDARD VALUATION SERVICES, INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent
800-366-7143
RISK PLACEMENT SERVICES INC-(TREIBER AGENCY GROUP)
60 CHAS LINDBERGH BLVD#602
UNIONDALE, NY 11553

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.
Business Type: CORPORATION (SINGLE).
Mortgagee/Loss Payable:
SEE ADDITIONAL INTEREST SCHEDULE

Business of the Named Insured:
OFFICE.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof.

LOCATION SCHEDULE

Described Premises:
NO: 1 27 E JERICHO TPKE, MINEOLA, NY 11501

Property Coverage	Limits of Insurance					
	Loc No 001	Bldg No 001	Loc No	Bldg No	Loc No	Bldg No
Deductible Amt	$ 500		$		$	
Building Amount Valuation	NOT COVERED					
Bus Personal Prop Valuation	$ 237,649 RC					
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 3 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / 8hrs / 24 hour / 48 hour / 72 hour 24 HOUR					

Coverage	Limits of Insurance		
Liability and Medical Payments: Except for Property Damage Legal Liability, each paid claim for the following coverages reduces the Amount of Insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of Section II- Liability of the Businessowners Coverage form.			
Business Liability	$ 1,000,000	Per Occurrence	$ 2,000,000 Aggregate
Medical Expenses	$ 5,000	Each Person	
Property Damage Legal Liability	$ 300,000	Any one Fire, Explosion, Lightning, Smoke or Leakage	

Form 391-1002 (6-05)
Page 1 of 2
Date Issued: 09/09/2014 ORIGINAL/INSURED Payment Type: CUST SERV CTR-DIRECT BILL

The Hanover Insurance Group

BUSINESSOWNERS DECLARATION

BUSINESSOWNERS RENEWAL DECLARATIONS

IW

RENEWAL OF OBV 6902958

Policy Number	Policy Period From	To	Coverage is Provided in the	Agency Code
OBV-6902958-05	11/20/2014	11/20/2015	CITIZENS INSURANCE COMPANY OF AMERICA	800686600

Named Insured and Address

SMITH VALUATION DBA STANDARD VALUATION SERVICES INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent

800-308-7143
RISK PLACEMENT SERVICES INC (TREIBER AGENCY GROUP)
50 CHAS LINDBERGH BLVD#602
UNIONDALE, NY 11553

Additional Property Coverages and Extensions:
See attached Schedule for Additional Coverages provided for under this Policy.

Audit Frequency: Annual

Additional Liability Coverages: General Liability Broadening Endorsement
General Liability Class: 98317
Description: REAL ESTATE APPRAISERS OFFICE
Liability Exposure: $112,582 PAYROLL

Policy Forms, Endorsements and Optional Coverages Attached:
See Forms and Endorsements Schedule

NEW YORK STATE FIRE FEE:	$4.27
TOTAL BOP COVERAGE PREMIUM:	$1,814.27
BOP TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	$ 25.00
OTHER THAN FIRE FOLLOWING	$ 10.00
FIRE FOLLOWING	$ 15.00
TOTAL UMBRELLA COVERAGE PREMIUM:	NOT COVERED
UMB TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	NOT COVERED
DEPOSIT PREMIUM:	$1,814.27
TOTAL POLICY PREMIUM IS:	$1,814.27

Countersigned this ____ Day of _____

_____
Authorized Representative

This Declarations Page with the Policy Contract, Forms and Endorsements, if any, Complete the Policy.

Form 991-1002 (05-05) Page 2 of 2
Date Issued: 09/09/2014 ORIGINAL/INSURED Payment Type: CUST SERV CYR-DIRECT BILL

THE STATE INSURANCE FUND
8 Corporate Center Dr, 2nd Floor, Melville, NY, 11747-3186
(888) 875-5790

Document Type:	Group No:	Period Covered: *	R.B. File No:
	000	02/28/2015 TO 02/28/2016	8005721S4R

INSURED: E 1035 680-6
SMITH VALUATION SERVICE INC
27 E JERICHO TPKE
MINEOLA NY 11501

REPRESENTATIVE: 182386
WOOD CONNORS JACKSON AGCY INC
8 VERBECK AVENUE
FLORAL PARK NY 11001

Policy No: E 1035 680-6
Date: 01/12/2015
Document Number: 0951 910

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME
TYPE OF BUSINESS: CORPORATION
MP 323

NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007(TRIPRA),provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend,update, or otherwise reauthorize TRIPRA, in whole or in part,TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains,we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1,2014 in the event of TRIPRA's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law, except in Pennsylvania where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4 of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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TRIOSPLAYS (1-2014)

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

APPENDIX E

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii)

the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and thirty three dollars ($ 533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract:	Administrative fee:
$0 - $5,000	$0
$5,001 - $50,000	$160
$50,001 - $ 100,000	$266
$100,001 or more	$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have

APPENDIX E

been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

EXHIBIT U

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements

appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L

CERTIFICATE OF COMPLIANCE – LOCAL LAW 1-2006

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Matthew L. Smith (Name)

27 East Jericho Turnpike – Mineola, NY 11501 (Address)

516-248-6922 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

None

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

None

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 8, 2015
Dated
Signature of Chief Executive Officer

Matthew L. Smith
Name of Chief Executive Officer

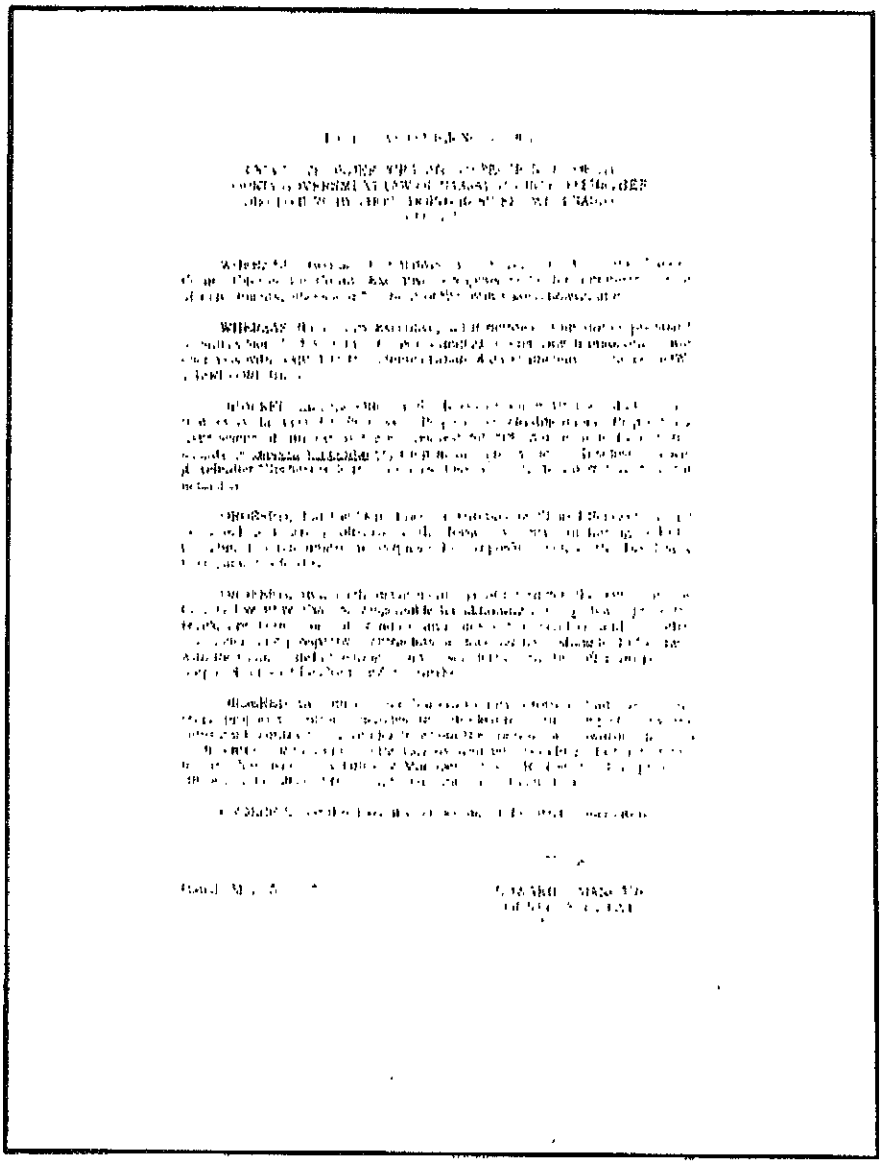
Sworn to before me this

8th day of June, 2015.

Notary Public

[illegible]
[illegible] State of New York
No. 4940107
[illegible] Rensselaer County
[illegible] Expires March 6, 2017

Executive Order #1-2015 – enacted on May 19, 2015



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Standard Valuation Services

Address: 27 East Jericho Turnpike

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-2971981

3. Type of Business: ___Public Corp __X__Partnership ___Joint Venture

_____Ltd. Liability Co ___Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures and all members and officers of limited liability companies (attach additional sheets if necessary):

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

Andrew W. Albro – Vice President – 269 Roselle Street – Mineola, NY

Joanne E. Smith – Secretary – 3 Fathers Court – Dix Hills, NY

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a publicly held Corporation include a copy of the 10K in lieu of completing this section.

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

Andrew W. Albro – Vice President – 269 Roselle Street – Mineola, NY

Joanne E. Smith – Secretary – 3 Fathers Court – Dix Hills, NY

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Smith & DeGroat Commercial Real Estate

7. List of lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence – or promote a matter before – Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

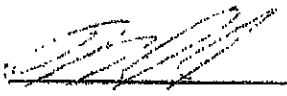
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing Statements and they are, to his/her knowledge, true and accurate.

Dated: 6/8/15

Signed: 

Print Name: Matthew L. Smith

Title: President

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

9. Name of the Entity: Smith & DeGroat Commercial Real Estate

Address: 27 East Jericho Turnpike

City, State and Zip Code: Mineola, NY 11501

10. Entity's Vendor Identification Number: 02-0763626

11. Type of Business: ___Public Corp __X__Partnership ___Joint Venture

_____Ltd. Liability Co ___Closely Held Corp _____Other (specify)

12. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures and all members and officers of limited liability companies (attach additional sheets if necessary):

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

13. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a publicly held Corporation include a copy of the 10K in lieu of completing this section.

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

14. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

Standard Valuation Services, Inc.

15. List of lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence – or promote a matter before – Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(d) Name, title, business address and telephone number of lobbyist(s):

None

(e) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(f) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

16. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing Statements and they are, to his/her knowledge, true and accurate.

Dated: 6/8/15

Signed: [signature]

Print Name: Matthew L. Smith

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by any elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

E1865

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Standard Valuation Services

Address: 27 East Jericho Turnpike

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 11-2971981

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

Andrew W. Albro – Vice President – 269 Roselle Street – Mineola, NY

Joanne E. Smith – Secretary – 3 Fathers Court – Dix Hills, NY

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

Andrew W. Albro – Vice President – 269 Roselle Street – Mineola, NY

Joanne E. Smith – Secretary – 3 Fathers Court – Dix Hills, NY

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Smith & DeGroat Commercial Real Estate

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

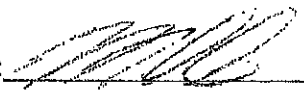
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/14/15

Signed: 

Print Name: Matthew L. Smith

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Smith & DeGroat Commercial Real Estate

Address: 27 East Jericho Turnpike

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 02-0763626

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp ___S-Corp ___Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Matthew L. Smith, President – 3 Fathers Court – Dix Hills, NY

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Standard Valuation Services, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

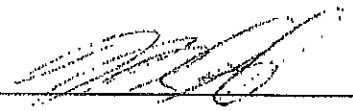
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/14/15

Signed: 

Print Name: Matthew L. Smith

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Thimgan & Associates

Address: P.O. Box 668,

City, State and Zip Code: La Junta, CO 81050

2. Entity's Vendor Identification Number: 84-1443192

3. Type of Business: ___Public Corp __X__Partnership ___Joint Venture

___Ltd. Liability Co __Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

James R Thimgan, Partner – 14635 W. Clarendon Ave. Goodyear, AZ 85395

Garth E Thimgan, Partner – 17361 Road 21 La Junta, CO 81050

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

James R Thimgan, Partner – 14635 W. Clarendon Ave. Goodyear, AZ 85395

Garth E Thimgan, Partner – 17361 Road 21 La Junta, CO 81050

6. List all affiliated and related companies and their relationship to the firm entered on line 1, above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Thimgan Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/27/2015

Signed: James R. Thimgan

Print Name: James R. Thimgan

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Thimgan Inc.

Address: 4730 South Fort Apache Road Ste 300

City, State and Zip Code: Las Vegas, NV 87147-7947

2. Entity's Vendor Identification Number: 27-4676677

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co _X_Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

James R Thimgan, President – 14635 W. Clarendon Ave. Goodyear, AZ 85395

Garth E Thimgan, Director – 17361 Road 21 La Junta, CO 81050

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

James R Thimgan, President – 14635 W. Clarendon Ave. Goodyear, AZ 85395

Garth E Thimgan, Director – 17361 Road 21 La Junta, CO 81050

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Thimgan & Associates

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/27/2015

Signed: James R. Thimgan

Print Name: James R. Thimgan

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Federal Appraisal & Consulting LLC

Address: 460 US Highway 22 West, Suite 403

City, State and Zip Code: Whitehouse Station, NJ 08889

2. Entity's Vendor Identification Number: EIN 13-4130106

3. Type of Business: Ltd. Liability Co

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Mark Pomykacz, Managing Member, 100% 319 Mountain Road, Lebanon, NJ 08833

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Mark Pomykacz, Managing Member, 100% 319 Mountain Road, Lebanon, NJ 08833

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None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: July 27, 2015

Signed:

Print Name: Mark Pomykacz

Title: Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

E-18645

EXHIBIT C

Supplemental Materials dated June 9, 2015

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
RECEIVED
2015 AUG 28 PM 1:45

SYSTEMATIC REVIEW & ANALYSIS OF ASSESSMENTS (RFP # AS0518-1509)

Submission Date June 9, 2015

From the RFP Selection Committee
Steven L. Corte, Chairman

GENERAL QUESTIONS FOR ALL BIDDERS

1. **How will land values for each Class be evaluated in your review? Describe in detail your land valuation strategy.**

Land values in Nassau County are a very complex issue. Over the years, through residential and commercial tax certiorari proceedings, a vast number of property values have changed and the relationship of the land value to the total value is no longer accurate or meaningful. We will perform a search of sales of unimproved land parcels to provide benchmarks for land values for all properties throughout the county. After a thorough review and analysis of the benchmarks, as well as land to total value ratios for all property types within all four (4) Classes, our findings will be brought forward to the DOA for discussion and analysis on the best way to handle any issues. Our Firm was involved in the development of the original land tables when Nassau County began its complete reassessment in 2001 and has a good understanding of the land tables and models in place in the IAS system.

We will examine the land tables to ensure that the application of land values is consistent with the land value apportioned to a respective improved class. During the Systematic Review of all land values, we will be working in concert with the Assessment Department's land valuation experts and make sure that they have a thorough understanding of how we have helped develop and improve the existing land models.

2. **How will the Department of Assessment's *Integrated Assessment System* (IAS)/ *Adapt* be used in your Systematic Review?**

Describe in detail the implementation of valuation recommendations. Specifically, how would you utilize *Adapt* and/or incorporate your work product into *IAS?*

It is our understanding that the DOA's IAS system is currently being utilized and will continue to be utilized for assessment management and valuation purposes. In the initial stages of the Systematic Review, our modeling experts will meet with the County's modeling experts to get a full understanding of your IAS/Adapt System and develop a road map appropriate for the needs of this project.

As stated on the ORPTS website, performing a systematic review and maintaining uniformity of values is critical for a successful and well perceived project. (We have provided a copy of the ORPTS guidelines for a Systematic Review, also referred to a "Non-reappraisal Reassessment", in the addendum of this submission). Initial steps involved in the process include data gathering and stratification of the data. We will work with the DOA to run extensive tests on the existing data to identify any anomalies or properties that may require further investigation and remedies. This process will involve a thorough review of the entire inventory for the respective Class 1, 2, 3 and 4 properties. The process is performed to be able to identify issues, corrective actions, etc. and then offer recommendations.

Our analysis will be an independent review to ensure transparency exists throughout the entire process of this project. Once the review is completed, we will meet with DOA to determine what, if any, actions need to be taken to correct identified data errors or develop different or amended procedures to improve the quality of the data used to develop values. Our firm has the expertise and required employee resources to handle these complex issues in a professional manner.

It is only after specific recommendations are fully presented, vetted, and discussed with the DOA, can a plan of action be put in motion to implement or adopt any recommendation. At various stages of the project, our firm can provide project statues updates to include possible recommendations to the IAS/Adapt system.

3. **What sources will be used to evaluate the *Cost Approach* parameters produced using the *Integrated Assessment System* (IAS) including (but not limited to) building costs, costs assigned to *Other Building and Yard* (OBYs) and depreciation?**

SVS will interview Department of Assessment (DOA) staff to determine the source of the cost information that was used to populate the IAS system. If a commercial cost vendor like Marshall Swift was not used, SVS will compare the IAS cost tables with Marshall Swift and identify any anomalies. In addition to Marshall Swift our firm has access to RS Means, another National cost service. Furthermore, our office is regularly engaged in the valuation of thousands of properties annually for all types of property throughout Long Island and the metropolitan area for lenders and other private clients, which affords the necessary empirical data and collective experience to validate the recognized cost estimating services that will be relied upon. The reviewed and completed cost tables, on any type of property, will be well supported with backup documentation that will be approved by the DOA.

In addition, depreciation tables will be created to determine if the current depreciation factors used by the DOA are appropriate for the various property types or if they need recalibration. A review of the DOA manual for determination of effective age and the age-life will need to be completed before depreciation models can be built. This process will be completed in conjunction with DOA personnel and only after all are in agreement and fully understand will it be incorporated into the IAS system and thoroughly explained to the DOA personnel.

4. **How will modeling "outliers" in each Class be handled in your Systematic Review?**

A result of modeling is the occurrence of outliers. Outliers generally occur because of incorrect data, incomplete information necessary for the valuation of the property or in certain cases, the uniqueness of the actual property. The reviewing of outliers will occur throughout the entire duration of the project. Outliers will be identified in the modeling process if the systematic review of the inventory and uniformity of assessed values within a defined stratified data class does not exist. Modeling of properties will involve adjustments to the existing DOA models for respective neighborhoods or specific property types. The DOA will be required to review the property characteristics and possibly complete a field review.

Our firm will comply with and exceed the IAAO standards for the determination of outliers (more than one and a half times the inner quartile range) which will be utilized to identify outliers. Outliers will not be automatically removed from any models created. They will be reviewed in order to determine if there is a flaw in the model, a problem with the sales inventory, a lack of coverage for certain

property characteristics, or if the characteristic is unique. Appropriate steps will then be made to fix the issues that are causing the outliers, and these steps will all be thoroughly explained and verified with the DOA. Keeping or removing an outlier from the model will be determined on a case by case basis.

5. **Will the review of Class 4 (Commercial) properties and models you produce include a market analysis of *Capitalization Rates*?**

Our firm is very familiar with the development and supporting of market level capitalization rates throughout Nassau County, for all property types, and is mindful of and experienced in the nuances of ascribing appropriate capitalization rates in ad valorem valuation matters.

The income capitalization approach is used to value most property types within the Class 2 & 4, and applicable Class 3 properties. Market derived capitalization rates (sourced from verified sales routinely developed in our appraisal practice for transactional appraisals, personal surveys of brokers and buyers, and multiple industry recognized real estate investor surveys) will be analyzed and appropriately adjusted to the inherent property type that they would be applied to in the valuation process.

The capitalization process is a crucial component in correctly valuing income producing properties and therefore the selection of cap rates will be completed by competent valuation experts with knowledge of the specific property types they are looking to value. Capitalization selections will then be brought forward to the DOA for their approval in the Systematic Review process.

6. **How will economic units (i.e. Parking Lots) be dealt in your review?**

The economic component of any commercial property must be considered when developing any valuation approach. The availability of parking (or other unit of value) may or may not affect value. One of the main issues to decipher with economic units is the presence of tie-back properties in the valuation process. Tie-back issues will be handled throughout the Systematic Review process and in many cases will have to be handled on an individual property basis, and the contributory value of the associated tie-back (parking lot for example) will be reflected in the aggregate value of the combined economic unit and carefully and properly allocated.

To properly value economic units such as "tie-backs" our firm has the employee resources and expertise to identify these issues, correct if required, and provide accurate estimates of market value for properties in all of the various Classes.

7. **Will your models have provisions for external influences (i.e. Railroads, Commercial Corners, etc.)?**

We will evaluate the existing internal models in the IAS System and examine those that may consider external influences, and the methodology in place. If this is not the case, it will be an area that will require significant review and analysis. It should be noted that our proprietary modeling system, Prognose, does consider external influences. This (external influences) is a variable that is arguable inherently subjective and may be difficult to quantify and substantiate in some instances.

After reviewing your modeling system, we would bring any recommendations regarding external influences forward to the DOA. GIS will be utilized to identify the consistency of influences used by DOA and identify any additional influences not captured by DOA. Our firm and our residential and commercial valuation experts are very well aware of the multitude of external influences, both positive and negative, in the Nassau County real estate market.

8. **Are there any types of properties that will not be included in your review (i.e. Marinas, Golf Courses, etc.)?**

It is the understanding of our firm, based upon the RFP, that all assessed parcels will be involved in the Systematic Review. Our firm has the experience to value unique properties such as Marina's, Golf Courses, Nursing Homes, Self-Storage facilities, etc.

9. **How would you model specialty properties like marinas and golf courses in *Adapt*?**

The applicability of local jurisdictional law will dictate the valuation of special use properties such as golf courses. Commercial tax certiorari cases have dictated parameters in which to value Golf Course properties through decisions in Nassau County Supreme Court. Before valuing Golf Course properties our firm will have a meeting with Nassau County's Golf Course experts. Our firm currently employees three (3) Golf Course experts, Matthew Smith, MAI, SRA, Andrew Albro, MAI and Ronald Camilleri, MAI, SRA.

The valuation of marinas will follow standard accepted appraisal methodology completed by our Marina experts, Robert Studwell, MAI, SRA, Andrew Albro, MAI and Ronald Camilleri, MAI, SRA. All modeling procedures for Marina properties will be thoroughly vetted with the appropriate commercial expert within the DOA, before the models are completed and run.

Similarly we shall dispatch those professionals from our team with the appropriate training and experience for each type of specialty property. We have expertise in a wide range of special purpose properties.

10. **Are Class 4 – Utility properties included in your Class 4 – Commercial analysis?**

All Class 3 utility properties that require a specialized appraisal will be valued by our expert, Federal Appraisal and Consulting. Properties owned by utility companies that are Class 3 but have similar characteristics to a Class 4 property (a structural property such as an office building or land) will be valued either by the sales comparison, cost or income capitalization approach like other properties in the class.

11. **What modeling changes would you suggest for creating values for hotels, assisted living centers, nursing homes and self-storage facilities?**

SVS will first examine the current models for these properties and compare the methods of valuation to industry standards, and consider and examine that which is frequently encountered in the tax certiorari arena, including court decisions relative to respective property types. If industry standards are different than DOA models we will offer the appropriate alternate valuation models to be used.

12. **Will your company provide an analysis of *Land to Building Ratios*?**

Our company will be providing the County with Land to Building ratio studies broken out by property type. Land to Building ratios are one of many tests to identify possible errors within the inventory data. Further information on systematic land to building ratios, based on ORPTS, can be found in the ORPTS document in the addenda of this submission for your review.

13. **How will you address apartment buildings and how will *ETPA Buildings*?**

Apartment buildings are valued based upon income capitalization, which is the convention for Class 2 and 4 properties. Like all property classes, apartment building models used by the DOA will be examined objectively, with the assumption and expectation that they are fundamentally functional and sound.

Jurisdictional Law regulates ETPA buildings in regards to allowable rental increases, which has the effect of rendering rent stabilized (ETPA) buildings somewhat unique, in that full market rent ordinarily cannot be applied. Similarly, the operating expense ratios and applicable capitalization rates may vary from non-regulated apartment buildings.

ETPA comparable sales will be examined to support applicable income/expense data and capitalization rates, which will be drawn initially from our expansive database of market data that has been developed over many years in our work for dozens of local and regional lenders, which provides use with a "real world" understanding of market behavior and metrics. Any property-specific data in possession of or available to the DOA will be examined.

14. **Will your company provide field staff to work with Department of Assessment personnel?**

Our firm has a vast array of personnel (35 employees) available to assist DOA staff at different levels of this project. It is our understanding that the daily on going field work completed by the County will remain intact during this project. If a specialized or a unique property requires viewing the property from the right-of-way or through use of Google Maps, Bing Maps, Aerial Viewing Programs or through Nassau County's pictometry system, our firm is amenable to this. In fact, our firm is of the opinion that this is a crucial check of valuing unique properties and outliers during the Systematic Review process.

15. **What plans do you have to improve DOA personnel's preparedness on the quantitative and qualitative levels? What mechanisms would you leave in place to allow staff to continue to maintain your recommendations?**

This is a difficult question to answer since our firm has not had the opportunity to evaluate and understand the needs of your personnel and won't until the project is underway. Our firm has every intention of thoroughly training DOA personnel on all components of the Systematic Review. For example, over this last year our firm has routinely offered its own courses to educate our staff in modeling techniques and SPSS education. We provide these courses through nationally known instructors so that we can better serve our clients. Going forward, if instructional classes are needed to familiarize the DOA with any portion of the modeling process, or for that matter, any portion of the Systematic Review process, that we would provide such education.

16. **What valuation quality assurance measures would you recommend that the DOA adopt after the Systematic Review is completed?**

This question is best answered after the 2 ½ year process of the Systematic Review is completed and our firm would discuss best practices for the DOA going into the future. Our firm anticipates that there will be very thorough conversations regarding these issues towards the end of the project and we will support the DOA in any way we can.

17. **Describe the Commercial and Residential models you will create and how you would address the overabundance of existing commercial models in *IAS/Adapt*?**

During the Systematic Review process, our firm expects to do a thorough review of all of the commercial and residential models for all Classes. Models may be used for market trend analysis in order to determine the appropriate indication of the level of value. Many times the jurisdiction's computer system contains limitations which may result in the use of too many models. SVS will make recommendations as to the appropriate number of models to use and how to re-tool the DOA system to accommodate appropriate appraisal practices.

18. **How will support documentation be transmitted to the DOA at the end of your review?**

Our office will comply with any type of file transmissions or documentation that the County would require. It should be noted that our firm has a very good track record working with the Assessment Department and very large quantities of data. In 2011 our firm was hired to handle approximately 75,000 parcels defending the Halpern Vs. Nassau County Lawsuit and at that time our office manager, Vivian Scalia, worked with Mark Macarthur and other Nassau County employees in the IT department and had no problem transferring data back and forth between our offices. Based on the constraints during that lawsuit, our office is still non-wifi compliant as per the County's security requirements.

19. **Describe in detail your plan for a neighborhood review.**

Neighborhood review is a critical component to ensure the market values estimated for residential properties are uniform, consistent, and reflect property owner's interpretation of their neighborhood. If property owners believe that sales from outside of their perceived neighborhood were utilized to estimate market values, values will appear suspect and the process may appear flawed, diminishing the accuracy of the results and the confidence of the taxpayers. Therefore, it is imperative that sufficient time and appraisal expertise be put into this portion of the project.

We are familiar with the original neighborhood delineation process that was performed in Nassau County in 2001 and its subsequent revisions and fine-tuning. Our firm still has employees on staff that were involved in that undertaking 14 years ago. However, the market and trends have changed significantly and an up-to-date review of the neighborhoods is imperative. Utilizing GIS and plotting (mapping) relevant sales will be a key tool that we will employ to judge the accuracy of the existing neighborhood breakdown. As markets change over time, again it is vital to comprehend the dynamic factors within each neighborhood to assess whether boundaries need adjusting, or determine if the use of an alternative valuation model is in order. Our skilled team will ensure that neighborhood delineation and use of the correct valuation model is as accurate as possible.

Additionally, our firm has completed full reassessments for nine (9) villages within Nassau County. As part of these respective Village revaluation projects, thorough neighborhood analyses were performed, with the full involvement of the respective Village assessors, and in some cases the Mayors, Board of Trustees, other real estate professionals, etc. In working with the Villages it was clear that refinement to the Nassau County neighborhood delineation is essential. Utilizing our staff residential experts along with input from the DOA, we are confident that review of the sales, plotted on a map (by sale price, price/SF, age, style, etc.) will assist in determining how the existing neighborhood delineation should be revised. If it is determined that there are insufficient sales to statistically estimate values in any given neighborhood, we will be able to identify and draw sales from other neighborhoods with similar characteristics to strengthen the valuation process.

20. **Describe in detail your plan for sales data verification.**

The modeling process for this project will require the review of a large number of sales. Over the course of this project we are estimating to review approximately five (5) years of sales or upward of 75,000 sales. It is our understanding that the DOA staff has a process for reviewing and validating sales. Examining the RP-5217's (Real Property Transfer Report) from New York State is typically a starting point for filtering and categorizing the valid, arms-length sales. Sales ratio studies will also be used to identify suspect sales which will then require further investigation.

There are various additional sources which we employ in the sales verification process, such as SalesWeb (ORPTS), Comps Inc., the Multiple Listing Service, etc. We will use any and all of our resources as necessary in the process. These sources, of course will also assist with verifying physical data and enhance the property description database. However, a complete understanding and review of the current process employed by the DOA will be undertaken to determine if recommendations are necessary to enhance the process.

21. **What recommendations do you have to account for any lack of sales if existing neighborhoods are split into sub-groups or expanded?**

Each neighborhood should meet the statistical requirement for the minimum requirement for sales (generally no less than 15 sales for a defined group). However, as we know, there will be instances where there will be statistically insufficient amount of sales. In these cases, as referred in question 19, it will be determined using input from DOA staff, our on staff residential experts, outside residential professionals as well as results from our modeling analysis, which neighborhood or neighborhoods can be "linked" together for valuation purposes. Sometimes it may be necessary to expand the time frame in which sales are used. (i.e., go back an additional year or two for sales in areas where the volume is weak).

Recommendations can be made only after a complete review of the processes currently in place at the DOA, current neighborhood delineation, and the sales used within our project period. As we are aware, sales do not occur consistently in any geographic area and therefore we can only determine our course of action after a thorough review.

ADDENDA

Guidelines for Non-reappraisal Reassessments (March 2013)

New York State Department of Taxation and Finance
Office of Real Property Tax Services

Publication 1029
(3/13)

Guidelines for Non-reappraisal Reassessments

March 2013

The information presented is current as of this publication's print date. Visit our Web site at www.tax.ny.gov for up-to-date information.

Overview

An assessing unit may revise its assessments as provided for in Real Property Tax Law (RPTL) to maintain uniformity and/or level of assessment, using means other than a full reappraisal. This may be done independent of the Cyclical Reassessment Program or as part of that program in those years in which a full reappraisal is not conducted. **Regardless, the assessing unit must notify ORPTS of its intentions to conduct a non-reappraisal reassessment in writing (e-mail is sufficient), *no later than 180 days prior to the applicable tentative roll* (typically by November 1).** This will allow ORPTS to verify the Level of Assessment (LOA) using the tentative roll compared to the estimated market values shared during the Pre-Decisional Collaboration (PDC) process. **Please note that if an assessing unit conducts a non-reappraisal reassessment without timely notification to ORPTS as just stated, that reassessment roll will *not* be used as the basis for ORPTS' full value measurement for that year.** This means that the assessing unit's full value measurement for that year will be developed using the most recent final roll with trends and/or ratios applied as appropriate instead of the current tentative roll. **This may affect ORPTS' ability to confirm the locally stated LOA as the equalization rate and/or residential assessment ratio (RAR) for that year.**

Please see Publication 1028, *Guidelines for Cyclical Reassessments*, for details about the statutory requirements and benefits of reassessment which are discussed in detail there. That document also contains information about how a municipality may receive aid for conducting reassessments (full reappraisals) on a cyclical basis, and the requirements of a plan to qualify for that aid. Assessing units that conduct a non-reappraisal reassessment in an interim year of a cyclical reassessment plan will not be eligible for the aid of up to $5/parcel, but will be eligible for the "non-reappraisal year" aid of up to $2/parcel.

ORPTS' goal is to coordinate your reassessment process with our equalization study. ORPTS' staff will verify, in accordance with our reassessment verification process, that the stated LOA has been achieved for each of the four major property types and that all steps to achieve equity have been implemented. Additionally, this review will provide the basis for making the determination for payment of State Aid, where applicable, and the level of assessment to be applied to the special franchise valuations and state owned land parcels in your assessing unit. This review will also be used in the approval process for Approved Assessing Unit Status (the Homestead tax option) if application is made.

This means acceptable local reassessment data will be used in the equalization process. ORPTS' staff will monitor the project on an on-going basis and review local value decisions as they are made as part of the PDC process. **Please be aware that ORPTS' staff may request any or all such documentation, as actually produced, in conjunction with the verification of the reassessment roll. In the event that requested documentation for one or more major types is not provided at least 90 days prior to the tentative roll (February 1 for most towns), ORPTS will proceed on the basis that a reassessment has not been implemented.** This means that the assessing unit's full value measurement for that year will be developed using the most recent final roll with trends and/or ratios applied as appropriate instead of the current tentative roll. **This may affect ORPTS' ability to confirm the locally stated LOA as the equalization rate and/or RAR for that year.**

Reassessment Methodology

According to RPTL 102 (12a), *"Revaluation," "reassessment" or "update" is a systematic review of the assessments of all locally assessed properties, valued as of the valuation date of the assessment roll containing those assessments to attain compliance with the standard of assessment set forth in subdivision two of section three hundred five of this chapter.*

While the terms revaluation, reassessment or update are synonymous, this document and other ORPTS' publications will continue to use the term "reassessment" for consistency.

The only way to ensure that all properties are assessed at the same LOA is to conduct a reassessment.

While assessing units can conduct a reassessment by individually appraising all parcels for the same roll year (a full reappraisal), the definition in RPTL §102 (12a) does not necessarily mean that every property must be individually appraised to be considered a reassessment. Assessing units can also conduct a reassessment by trending parcels or through a combination of reappraisal and trending. Either of these approaches is considered a non-reappraisal reassessment.

The IAAO's *Standard on Mass Appraisal of Real Property* states, in part, that "trending factors based on criteria such as property type, location, size, and age can be developed and applied to groups of properties. These factors should be derived from ratio studies or other market analyses. Analysis of ratio study data can suggest groups or strata of properties in need of physical review. In general, trending factors can be highly effective in maintaining equity when appraisals are uniform within strata. However, such factors are not a substitute for physical reviews and individual reappraisals, which are required to correct lack of uniformity within strata. Although assessment trending can be effective for short periods, properties should be physically reviewed and individually reappraised at least every four to six years."

Please note that the Uniform Assessment Standards as developed by the Real Property Tax Administration Committee (RPTAC) call for the regularly scheduled appraisal of all parcels at least once every four years.

In determining which approach is the most appropriate, each assessing unit must consider the length of time since its last full reappraisal and whether sufficient market data is available to demonstrate uniformity within the groups identified for analysis. Trending is not recommended for use in groups for which there are insufficient market data to demonstrate uniformity. Whether or not uniformity can be demonstrated, it should be recognized that the development and on-site review of individual values (reappraisal) will yield more accurate and equitable assessments because all properties in a group do not appreciate or depreciate at the same rate. Assessors planning reassessment are encouraged to discuss these considerations as they apply to the groups in their assessing unit with their Customer Relationship Manager (CRM). The Uniform Assessment Standards , the International Association of Assessing Officers' (IAAO) Guide to Assessment Administration Standards and Standard for Mass Appraisal of Real Property and the ORPTS' publication, Level of Assessment Determination: An Owner's Manual for Maintaining Uniformity, are all helpful references for additional guidance.

Regardless, all reassessments require a "systematic analysis" in which all assessments are compared to the current market and adjusted as necessary to a desired LOA to achieve equity.

A systematic analysis is the process of reassessment that includes the gathering of data and market information, the grouping of this data for further study, the application of accepted analytical techniques both diagnostic and prescriptive, and the subsequent validation of results before values are implemented on a tentative assessment roll.

The gathering of data and market information is the foundation of the reassessment process. An assessing unit must ensure that its assessment inventory and valuation data for all properties is accurate and current, and that it reflects the minimum standards in Part 8190-1.1 of the Rules for Real Property Tax Administration. Additionally, an assessing unit must have a sales verification process in place to ascertain the validity of all sales and the condition of all inventory of the property conveyed in

each sale. Since this information is the basis for all subsequent analysis, it must be accurate, current and reflect local market influences. Please see the Guidelines for Cyclical Reassessment for additional information on the data collection process. The IAAO's Standard on Verification and Adjustment of Sales may also provide guidance on the sales verification process.

Once the inventory and valuation data is collected, properties are grouped together to reflect similar effects of supply and demand as observed in various real estate sub-markets. Factors used to group properties will likely vary among assessing units. Groups can be as basic as major property types (residential, commercial, vacant, etc.). Where possible, they should be further refined within each property type by such factors as geographic location / neighborhood, size (relative square footage), number of bedrooms, year built, residential building style, construction quality, commercial use, number of units by commercial use, lot size, and / or zoning. These are offered as examples and are not meant as an all inclusive list. The degree to which groups can be refined will be strongly influenced by the amount of market data available for analysis. Statistical analysis is then used to ultimately draw conclusions about the level and uniformity of the assessments from the previous year's assessment roll as compared to current market conditions.

The initial diagnostic step of statistical analysis requires time trend analysis to develop an observed rate of change specific to each group of property identified for analysis. Time trend analysis can include analysis of paired sales (properties that have resold), an analysis of value per unit (e.g., dollars per acre or dollars per square foot of living area), sales ratio trend analysis and / or multiple regression analysis (CAMA modeling) that include variables for time. The time trend must be specific to the valuation date of the applicable reassessment roll.

The second diagnostic step is ratio analysis for the purpose of developing measures of the level and uniformity of each group. While this step typically involves sales ratio studies, other techniques such as multiple regression analysis (CAMA modeling), rolling median sale price ratio analysis, rolling median sale price analysis, rolling median dollar per unit analysis (e.g. price/square foot living area), adaptive estimative procedures (AEP), cost indices (e.g., for utility property), stumpage analysis for forest property, and / or rent analysis may also be used. These are offered as examples and are not meant as an all-inclusive list.

Municipalities that do not have sufficient data to draw conclusions about level and uniformity will need to consider market data from comparable municipalities. Per unit market values from comparable municipalities can be compared to help determine level while per unit assessed values for like parcels can be compared to help gauge uniformity.

Based on the indicators of level and uniformity produced by this ratio analysis by group, the assessor determines which assessments on the upcoming roll will be changed and how:

- If the analysis indicates that uniformity in a group is acceptable to good and that assessments are already at the desired level, no change may be necessary (individual parcels within such a group may still require assessment changes, at a minimum, for new construction or demolition)
- If the analysis indicates that there is acceptable to good uniformity in a group, but the assessments are not at the desired level, assessments can be trended to achieve the desired LOA
    - Trending refers to the application of an arithmetic factor to the assessments of a group of properties to reflect increasing or decreasing property values over a period of time. A 5% trend would indicate that property values have increased 5%.
- If the analysis indicates that there is a lack of uniformity in a group – or there is not enough data to draw that conclusion – a reappraisal must be conducted regardless of whether assessments are at the desired level
    - Reappraisal means developing and reviewing a new determination of market value for each parcel, based upon current data, by the appropriate use of one or more of the three accepted approaches to value (cost, market, or income)

Decisions made at this point in the reassessment are crucial to its successful implementation. ORPTS strongly encourages the assessor to share the results of the diagnostic analyses and the conclusions drawn from those analyses with the CRM before proceeding further.

Once valuation has been run, ideally, preliminary values for all properties would be reviewed. Often, however, there is not enough time to perform a traditional parcel specific field review for all properties as part of a non-reappraisal reassessment. Procedures should be established to identify properties for which field review is essential. Exception properties and geographic areas or other property groups with a high variance in sales ratios should receive the highest priority. At a minimum, those properties that are individually reappraised should receive a parcel specific review. An office review, without a field review, may be sufficient for groupings in which the property characteristics data are accurate and consistent and the valuation models are good. This option is most feasible in homogenous areas. Assessing units with recent pictures of properties may be able to conduct a particularly effective office review. Please see Publication 1928, *Guidelines for Cyclical Reassessment*, for additional information on the field review process.

Finally, predicted value estimates are validated for use as assessments through a review for accuracy, consistency and logic. In order to confirm that these estimates match the actual values in the community, an assessor might compare value estimates for properties within the same group, consult with real estate appraisers/brokers, review published trends and/or examine sales occurring around the valuation date.

ORPTS' Role

The primary roles for staff in connection with reassessment projects include:

- Consulting Services
  - Advise/assist in project planning/preparation of a Plan for Cyclical Reappraisals
  - Advise/assist with preparation of a Request for Proposal (RFP)
  - Advise/assist in a public information program
  - Attend project status meetings/prepare periodic status reports
  - Advise/assist in Town Board/City Council presentations
  - Provide Real Property System (RPS) software and support
- Provide advisory appraisals
  - Complex utility property
  - Other complex properties (resources permitting)
  - State-owned forest land
- Monitor and verify the reassessment results
  - Level of assessment (for Full Value Measurement and State Aid)
  - Assessment uniformity (for State Aid)

Advisory Appraisals

Complex utility, industrial and commercial advisory appraisals may be provided upon request by a city, town or a county conducting a reassessment. Note: ORPTS does not provide advisory appraisals for wholly exempt properties. Per Title 20 New York Codes, Rules and Regulations Part 8195-2.1, a **request for a State advisory appraisal must be received at least 12 months in advance of the taxable status date before its use to facilitate scheduling of possible fieldwork and collection of valuation inputs.** ORPTS will make its best effort to supply appraisals for late requests. The advisory request forms can be found on DTF's Web site.

Providing values for these property types is made easier when there is cooperation between ORPTS and local officials. This partnership is vital when identifying, collecting inventory and valuing the

property. Local officials need to notify ORPTS when inventory changes have occurred, so an accurate updated advisory value can be determined.

Industrial and Complex Commercial Property

The Regional Services Bureau may provide advisory appraisals for industrial or complex commercial properties if resources are available.

Utility Property

The Valuation Services Bureau will provide updated values on structural and mass properties, inclusive of inventory and market changes. **Non-complex utility structures and land appraisal are the responsibility of the assessor.** Appraisals will be in the style of computer assisted mass appraisals, not detailed narrative appraisals.

Advisory appraisals will include:

- Values to match Roll Section 6 (Section, Block, Lot) if locality has standardized (UCARS)
- All mass property (poles, cables, wire, transmission and distribution property)
- Complex utility structures, such as; Municipal water properties
- Generating plants
- Compressor stations
- Electric substations
- Water treatment plants

Advisory appraisals will not include:

- Cell towers
- CATV Head End structures
- Utility owned office buildings
- Telephone central office buildings
- Utility service, maintenance and conference centers
- Utility warehouses and garages

A municipality that has received utility advisory appraisals for a preceding year's reassessment will *not* have to file a new utility advisory appraisal request in the next year. In the event the assessor becomes aware of any changes (new construction or demolition, movement of a parcel between roll sections, etc.), the CRM or the Valuation Services Bureau should be alerted as soon as possible. *A new request will have to be filed no later than 180 days prior to the applicable tentative roll (typically by November 1), when there has been no reassessment in the preceding year.*

Participation in the Utility Company Assessment Roll Standardization (UCARS) Program facilitates identifying and relating the values of the properties to the assessment roll. Municipalities interested in this program should contact their CRM or the Valuation Services Bureau (VSB) in Albany.

Private Forest Property

A municipality that achieves or maintains equity through the use of procedures that meet the definition of reassessment must value taxable state-owned land (TSOL) and private forest parcels at the same uniform percentage of value of all other property. If resources are available, an ORPTS' forestry specialist can assist the municipality's efforts by supplying assessors with the following data:

- Summary Value Report, which includes a breakdown of bare land, timber, and lakeshore contributory values for each TSOL parcel
- A list of vacant land sales by market area used to develop forest bare land schedule

- Private Forest Stumpage Summary Report, derived from private forest selections in the region valued with the most current stumpage schedule
- Property Inventory and Valuation Report, a listing of the most current TSOL forest stand inventories available
- Lake Front Property Report of TSOL, which identifies all frontage by lakeshore category
- The following information is available in the forestry valuation section of the DTF Web site:
  - Bare land schedule by town
  - Stumpage price schedule by forest region
  - Lakeshore schedule by lake

Reassessment Verification Documentation

Regardless of whether an assessing unit that reassesses intends to apply for State aid, the assessing unit must retain a set of supporting valuation documents and files to demonstrate the systematic analysis performed and to support the values developed for its reassessment roll. As previously stated, please be aware that ORPTS' staff may request any or all such documentation, as actually produced, in conjunction with the verification of the reassessment roll. Please note that the provision of ORPTS' PDC documents as the sole evidence that a local systematic analysis has been performed will NOT qualify the assessing unit as having completed a reassessment. In the event that requested documentation for one or more major types is not provided at least 90 days prior to the tentative roll (February 1 for most towns), ORPTS will proceed on the basis that a reassessment has not been implemented. This means that the assessing unit's full value measurement for that year will be developed using the most recent final roll with trends and/or ratios applied as appropriate instead of the current tentative roll. This may affect ORPTS' ability to confirm the locally stated LOA as the equalization rate and / or residential assessment ratio (RAR) for that year.

Verification efforts will be summarized in a *Local Reassessment Project Review and Analysis* (LRPRA) document. As stated in 20 NYCRR 8201-3.5(b), "*The determination made pursuant to the procedures for the applicable Full Value Measurement as provided in 20 NYCRR 8186-2.15 shall be conclusive as to whether a reassessment occurred and a uniform percentage of value was attained.*" ORPTS' staff records data in the document that attests to the municipality's compliance with the reassessment standards.

Local documentation for a reassessment includes the following:

- Access to parcel inventories that comply with the Rules.
- Copy of Request for Proposal (RFP), proposal, contract, or work plan (if project was not contractor assisted), which should include the following:
  - Time line (schedule of events)
  - Assignment of resources (staffing for each activity)
  - Software to be used for inventory maintenance (if applicable)
  - Software to be used for valuation (if applicable)
- Sales listings used in valuation analysis (minimum of valid sales occurring one year prior to valuation date) and sales periods used:
  - Residential
  - Commercial/Industrial
  - Vacant/Farm
- Documentation (reports and/or description) of analysis for evaluating the uniformity and level of the assessments; examples include:

- Sales ratio analysis
- Mass appraisal (sale substitution)
- Unit comparison (value-to-inventory)
- Tracking of value trends (cost, income, market)

- Description of all valuation methodologies used and accompanying documentation
  - Description of land valuation procedure, if applicable
  - Cost documentation
    - Base Cost Table (include identification of source)
    - Depreciation Schedule
  - Market documentation
    - Valuation Model (supply all of the following which are applicable):
      - Sales adjustments (time, physical characteristics)
      - Regression coefficients
      - Feedback coefficients
      - Component unit values
      - Commercial/industrial market unit factors
  - Income documentation
    - Commercial/industrial Income Factors including:
      - Gross Income per Unit
      - Vacancy Rates
      - Expense Ratios
      - Capitalization Rates
    - Income and Expense Source Data (if available)
  - Trending (if values were updated by applying factors, percentages or indices in a non-reappraisal year to maintain the LOA)
    - Description of market areas (neighborhoods) and supporting documentation for the development of factors, percentages or indices, in each market area
  - Any other appropriate valuation documentation that supports your determination of market value
- Valuation Neighborhood Maps (if applicable)
- Advisory Appraisals:
  - Statement as to whether utility advisory appraisals were used in part or in their entirety
  - Statement as to whether commercial/industrial advisory appraisals were used in part or in their entirety
- Review:
  - List or file of predicted values (if available)
  - Access to review documents (review documents must be saved)
  - Access to a list of parcels that were re-inspected and/or reappraised this year
  - List of (or file containing) informal review changes (if applicable)
- Tentative Roll:
  - Copy of tentative roll or file containing tentative assessments
  - New statement of uniform percent, if different from original agreement
  - List of parcels with court ordered assessments (if any)
- Final Roll:
  - Copy of final roll or file containing final assessments
  - List of BAR changes

SYSTEMATIC REVIEW & ANALYSIS OF ASSESSMENTS (RFP # AS0518-1509)

Submission Date June 9, 2015

From the RFP Selection Committee
Steven L. Corte, Chairman

QUESTIONS AND REQUEST FOR CLARIFICATION

STANDARD VALUATION SERVICES

1. **Please justify your reasoning for not conducting any field inspections?**

Our firm anticipates performing field inspections on a limited basis. Field inspections will be completed when needed on unique and/or complex properties where a field inspection is warranted. Our firm has a vast array of personnel (35 employees) who will work with and assist DOA staff at different levels of this project. It is our understanding that the daily on going field work completed by the County will remain intact during this project. If a specialized or a unique property requires viewing from the right-of-way or through use of Google Maps, Bing Maps, Aerial Viewing Programs or through Nassau County's pictometry system, our firm is amenable to this. In fact, our firm is of the opinion that this is a crucial check of valuing unique properties and outliers during the Systematic Review process.

2. **Given the issues that municipalities are facing with "value based special district taxes," please clarify your stance on Wholly Exempt properties.**

As indicated at page 22 of our RFP response, we understand that the inventory of **Wholly Exempt** properties is 10,650 of which **181** parcels have current values in excess of $50 million. We do not have a stance or "position" on wholly exempt properties, assuming that the term relates to assessment or taxation policy, as opposed to valuation issues that we are asked to address. The "issues

that municipalities are facing" needs to be better defined to allow a more comprehensive response.

In the past, wholly exempt parcels were given limited attention as they relate to value because the parcels are exempt from taxes. Recent changes in special district taxes require a more thorough review of these values which will require an examination of the accuracy of the physical inventory and the methodology the DOA employs to value these properties. We expect to identify the appropriate methodology for these unique properties and direct the DOA to cost tables, sales tables or income & expense tables (office buildings or warehouses) to develop valuation estimates.

3. **Detail Thimgan & Associates expertise in using *IAS/Adapt*.**

Thimgan & Associates has worked with hundreds of jurisdictions over the years in analyzing time trends, developing residential/commercial models, and conducting systematic analyses of various assessment rolls. By working with numerous jurisdictions, Thimgan has developed a broad knowledge of numerous different tax administration systems which use various database engines (Oracle, SQL, Dbase, etc.). Current and former clients include Elbert and Eagle County, Colorado who use a **version of Tyler Technologies systems** for which Thimgan has extensive knowledge.

Notable communities in the Northeast where Thimgan has completed assessment work include, the Town of Greenwich, CT, Town of Rye, and City of White Plains (LOA Analysis), Westchester County, four towns in Putnam County (LOA Analysis and Time Trending) and fourteen towns in Dutchess County.

Locally, Thimgan has developed valuation models for the City of Glen Cove and assisted in the Systematic Analysis of the Village of Roslyn Estates. In conjunction with SVS, Thimgan developed a valuation module that was used to develop residential values in three beachfront communities on Staten Island, and multiple beachfront communities in Nassau/Suffolk counties regarding Super Storm Sandy relief projects awarded to SVS. This valuation module has become part of the Prognose software system which has been used to transfer data with existing computer systems for large jurisdictions in several states: These are: Lee and Collier County, Florida; Oklahoma County, Oklahoma; Maricopa County, Arizona; Salt Lake and Davis County, Utah; Boulder and Elbert County, Colorado to name a few.

From 2000 to 2007, ORPTS retained the services of Thimgan & Associates to provide annual training for staff and Assessors regarding SPSS modeling techniques. The current version of RPS (the NYS assessment software) has a module that connects directly with SPSS. This module was developed over several years with input from Thimgan & Associates. During this time period Russ Thimgan was one of three principals who worked with ORPTS to develop the process for a Systematic Review and Level of Assessment Practices in New York State. The policies established during this period are what Assessors throughout NYS adhere to today.

Thimgan & Associates teaches four valuation courses using SPSS which are recognized by the IAAO as the standard in the industry. Several of the research materials listed by ORPTS were prepared by Thimgan & Associates.

Premier valuation modelers are comprise of a small field of experts located throughout the country. Russ Thimgan is in the elite field of modelers, considered by his peers in the assessment industry to be one of the best. Russ has emerged as a leader in the field regarding the integration of GIS and modeling analysis. This evolution of modeling practices has led to the development and deployment of Prognose as an alternate valuation system for many jurisdictions to use in conjunction with established tax administration software. Simply stated Russ Thimgan has enabled individuals without years of statistical experience to understand how models are developed and applied.

4. **Please describe your use of *Special Franchise and Public Utility Values* provided by NYS.**

We understand that the Office of Real Property Tax Services ("ORPTS"), Valuation Services Bureau ("VSB"), may provide estimates of value for Special Franchise and Public Utility properties. However, it is our position even if these values are provided, they will need to be verified, at a minimum, and possibly they may need to be recalculated or replaced depending on the results of the verification process. Ultimately the local assessor requires, and we shall provide, a locally defensible opinion of value along with the commensurate documentation in support of each value for each Special Franchise and Public Utility property, where locally means that the assessor has within his purview or her can document and support as per assessment procedures. Therefore, our use of these values will be twofold. First, we will review the VSB values. That review will

include a confirmation of the research and methodologies used to determine those values. Any research, methodologies or values determined to be accurate, credible, and reliable will be integrated into our conclusions of value for this property class. Secondly, any methodologies or values determined to be inaccurate, less than credible or unreliable, will be reappraised using appropriate valuation methodologies and data, and these recalculated values will be utilized in our conclusions of value for this property class. If VSB does not provide values then we shall provide our own valuations to the client.

5. **Please describe how you would be valuing power plants?**

In addition to the summarized narrative below, please accept the attached lengthy article, "The Appraisal of Power Plants", published by the Appraisal Institute in its *Appraisal Journal* (Summer 2014)., We wrote the article. We are proud to report that we have been awarded the 2014 Swango Award for the article. The Swango Award is presented for the best article published in *The Appraisal Journal* during the previous year on residential, general, or technology-related topics or for original research of benefit to real estate analysts and valuation experts.

Power plants are complex combinations of real property, personal property (machinery and equipment), and often business intangibles (like fuel supply contracts or power purchase agreements). In deregulated markets like New York, buyers, sellers, and analysts universally emphasize the income approach, where expected income and rates of return are based on unregulated market conditions. In deregulated markets, costs may be incurred, and the developer has no guarantee of making an adequate return. The cost approach remains useful when the appraiser properly accounts for all forms of obsolescence and the cost approach remains highly probative when appraising special improvements and assets within the combination of assets at a power plant. In a deregulated market, there is often an active market for power plants separate from transmission and distribution assets. The sales approach can be utilized when market data is sufficient, as with any sales approach for general commercial property. Generally, all three approaches to value (Cost, Sales Comparison, and Income) should be considered when valuing power plants that are located in deregulated markets, as is the case in Nassau County.

The basic concern surrounding the cost approach for power plants is that often cost does not equal value. When applicable, the cost approach reflects market thinking by recognizing that market participants sometimes judge the value of a power plant by considering the cost to create the improvements. However, depending on the cycle of the market and the age and legal status of the plant, simple, unadjusted cost is unlikely to equal market value. Unless the appraiser fully reflects all forms of depreciation (physical, functional, and external), then cost estimate value conclusion will diverge from market value. To make matters more difficult, the job of estimating each of the various forms of depreciation at power plants is often problematic and sometimes practically impossible. Unlike general real estate, where the property will continue to function if it is adequately maintained, even well-maintained power plants may suffer critical economic and functional obsolescence. Common types of obsolescence include: obsolete engineering designs and inefficiency, either from a poor original design or from new technologies entering the market; obsolete environmental designs (legal/regulatory); original cost overruns; current operating cost inefficiencies (excessive operating costs); and physical aging on a limited life span. We will consider the Cost Approach when valuing the power plants in Nassau County. Its application will be determine on a property by property basis, or type of plant by type of plant basis, as good assessment practice, applicable law and precedents, and available data dictate.

While the use of the sales comparison approach is common in the appraisal of general commercial properties, this approach is rarely useful in power plant appraisals. Research for information on sales of comparable power plants rarely yields appropriate and adequate data for use in a credible sales approach. The market for power plants is national, and sometimes international. It is relatively easy to find evidence of an active sales market. However, relevant critical details about the individual sales are often unattainable. An important qualification of each credible comparable sale is the level of supporting data that is publicly available. Since many details concerning the sales of power plants are confidential, the sales are not adequately verifiable and/or cannot be soundly adjusted. Since power plants are typically business combinations, the sales are for combinations of assets; real, personal, and business assets. Most sales include corporate (business) and personal property assets. Further, these transactions often include assets beyond the tangible power plant, such as investment participation, financing, partial interests, off-take and supply contracts, and other valuable closing contingencies. Buyers and sellers are under

no obligation to publicly report the portion of the price attributable to the parts of the total sales price in a format that is useful to appraisers. For example, many power plant sales include power purchase agreements (PPAs), which usually have significant price-impacting characteristics. However, it is typically unclear from the publicly available data on the transactions what effect the PPAs had on each sale price. While there frequently is available data to identify comparable sales, there is often not sufficient public data in many cases to complete a credible appraisal adjustment process. We will consider the Sales Comparison Approach when valuing the power plants in Nassau County. Its application will be determine on a property by property basis, or type of plant by type of plant basis, as good assessment practice, applicable law and precedents, and available data dictate.

Traditionally, income strictly attributable to the real property at general commercial properties such as offices and apartments is ubiquitously prescribed by real estate leases or the market potential to be leased. There is no such rental market for power plants. Nonetheless, power plants are income producing assets where the income is generated by the operation of the combination of real and personal property and any business intangibles. At power plants, there is typically no credible and reliable way to isolate the income solely attributable to the real property, such as a lease. The income utilized in the income approach is from operation of the combined assets of the going concern, or the business enterprise. Such intermingling conditions also exist at many other types of commercial property, such as hotels, theaters, hospitals, telephone companies, water companies, landfills, race tracks, and factory mills, among other types. The real property is rarely leased separately at these property types, and the income typically analyzed is from their business operations, just like at power plants. Given this issue, the appraiser must first conclude an overall business value of the going concern for the plant, and then employ various appropriate appraisal procedures to separate out the value of the real and/or personal property or other target interest at the plant. This is standard practice in the valuation of power plants for assessment purpose, nationally and in New York State. In New York State, where much of the power plant is defined by law and regulation as real property, the adjustments necessary to extract the real property value from a going concern value are relatively minor. We will consider the Income Approach when valuing the power plants in Nassau County. Its application will be determined on a property by property basis, or type of plant by type of plant basis, as good assessment practice, applicable law and precedents, and available data dictate.

6. **Please describe the public relations aspect in your proposal.**

Public Relations is one of the strong qualifications of Standard Valuation Services as indicated in Appendix B – subsection c of our response to the RFP. Public Relations with regards to a Systematic Review and Analysis Assessments is available on an as-needed basis. It is our opinion that Public Relations skills will most likely be utilized in explaining to the Nassau County legislature and the public officials within Nassau County, how the Systematic Review and Analysis process is being completed on the Nassau County Assessment Roll. Public Relations will be provided at the request and guidance of the Assessment Department and their requirements.

Based on the interview process of the original RFP, it was brought to our attention that additional services might be required above and beyond our initial Public Relations response to the RFP. Therefore, in our Supplemental Response dated April 12, 2013, we provided a mechanism for additional meetings if needed at a cost of $325,000. The following titled areas in quotes, consisting of two paragraphs below, is the statement from our Supplemental Response, which was submitted to address the Assessment Department's concern regarding information meetings at all 56 school districts.

<u>"Availability for public meetings, including all 56 school districts"</u>

"As stated in our response to the RFP, Public Relations is one of the strong qualifications of Standard Valuation Services. Public Relations with regards to a Systematic Review and Analysis Assessments is available on an as-needed basis. It is our opinion that Public Relations skills will most likely be utilized in explaining to the Nassau County Legislature and the public officials within Nassau County, how the Systematic Review and Analysis process is being completed on the Nassau County Assessment Roll. Public Relations will be provided as required in the RFP and additional meetings will be provided at the request and guidance of the Assessment Department".

"Although we appreciate the need for public meetings throughout the project, we did not include an allowance for the number of additional meetings the Department of Assessment is considering. From prior experience, we feel that

having the contractor present at certain public venues can detract and possibly sidetrack the ultimate goal of the public meeting. Focusing on the main objective of the project along with the key milestones accomplished by the Department of Assessment with the assistance of the contractor should be paramount. It is our opinion that delving into specific valuation issues and methodology, although important, should be limited to certain settings. In addition any specific issues that arise at a public meeting can always be addressed afterward, after the contractor has had the opportunity to fully research the issue and provide an accurate response. For this key reason we did not include the cost of such meetings in our proposal. If however, the Department of Assessment requires the contractor to be available at public meetings of this type, we can be available on a per diem basis, which is indicated in the Cost Schedule of the RFP. The cost accounts for 3 to 5 senior appraisers to prepare and attend these forums, which typically would be necessary for this type of meeting".

After the "Notice of Intent to Award" was received, our firm negotiated with The Nassau County Attorney's office a further clarification of additional services for Public Relations. Additional Public Relations was then capped at a total possible expense of $325,000, calculated to be payable in arears at $125 per hour for contract staff. This allowed flexibility on what types of meetings the County would need us to attend and be part of, not limited to school district meetings.

7. **Please outline the respective responsibilities of the Department of Assessment (DOA) and your company with regard to the Systematic Review?**

As stated on the ORPTS website, a systematic review comprises of 4 critical steps. The first two steps are data gathering and stratification of the data. We will work with the DOA to run extensive tests on the existing data to identify any anomalies or properties that require field inspections. Refer to question 1. This process will involve a thorough review of all the existing inventory for the respective Class 1, 2, 3 and 4 properties.

Our analysis will be an independent review to ensure transparency exists, especially when it comes to public relations. Once the review is completed, we will meet with DOA to determine what, if any actions need to be taken to fix noted data errors or develop different or amended procedures to improve the quality of the data used to develop values.

The final stage will be to conduct a comprehensive analysis relating to the uniformity within each class of real property and between all classes of real property. This review will occur by analyzing recent property sales within a defined period of time established by the DOA that conform to IAAO standards (ORPTS promotes the adherence to IAAO standards) and any local jurisdiction laws relating to property valuations (notably golf courses).

Once completed, the DOA will be presented with recommendations regarding the adjustments to existing assessments, if necessary, for all classes of real property. All of our systematic analysis will be presented based on IAAO standards.

8. **How do you differentiate coops from condos & rental apartment buildings?**

According to New York State Real Property Tax Law, Article 18, Nassau County, by virtue of having a population of one million or more is legally classified as a "special assessing unit". As a special assessing unit, all real property within Nassau County must be classified as Class 1, Class 2, Class 3 or Class 4 as outlined and described in this response.

Nassau County has a very complicated cooperative and condominium property base. Nassau County currently has 474 coop developments and 3 classifications of condominiums. The population includes 8,505 Class 1 Condominium Units, 4,174 Class 2 Condominium Units and 481 Class 4 Condominium Units. Not only do condominium properties reside in three (3) different tax classes, but they must be valued using different methodologies.

Class 1 condominiums are legally identified as "residential real property not more than three stories in height held in condominium form of ownership". These units were built as condominium units and not converted from another use. Condominiums that fall within this class will be valued and modeled in a similar fashion as the balance of Class 1 parcels, using market based sales to develop an indication of value. The condominium development will typically define the neighborhood and only sales within the development will be utilized to provide value estimates for units within the complex. In small developments that may not have sufficient number of sales, again, as in the case of neighborhood analysis for residential properties, we will determine if multiple neighborhoods should be "linked" together, expand the sales search criteria, etc.

Class 2 condominiums are generally all residential real property held in condominium form of ownership that is not included in Class 1. These types of properties can be broadly categorized as mid- or hi-rise buildings and the valuation methodology applied to this category of property will be similar to that of real property held in cooperative form of ownership as well as "conventional" rental apartment buildings – using income capitalization.

Cooperative apartment buildings that converted from ETPA (rent stabilized) buildings should be reviewed carefully, as NYS Real Property Tax Law requires that they be valued under the assumption that they had not converted to cooperative ownership, and thus would presumably have remained under ETPA guidelines.

Class 4 condominiums are generally commercial real property held in condominium form of ownership. Units in this category would typically include professional offices or medical offices and would be valued utilizing similar methodology that would be applied to similar commercial office/professional/medical space.

Class 4 condominiums are valued like cooperatives, whereby a value for the whole is determined and individual (unit) values are ascribed and allocated to the respective units based on the offering plan, typically based on percent of ownership. It is assumed that the offering plans are available to review and property/unit physical inventory is complete.

This methodology applies to all types of commercial properties (i.e. offices, retail, industrial) which are held in condominium form of ownership

A thorough review of the entire assessment roll will be undertaken to ensure that all property, to the best of our ability, is properly identified in terms of Property Class, property use code, etc. to ensure the correct methodology is employed that develops accurate estimates of market value.

9. **Will you create a *Ratio Study* in *IAS/Adapt*?**

It is our firm's intention that we would be creating a ratio study in IAS/adapt in conjunction with your DOA experts and our modelers. We will also be completing all of our statistical analysis, including ratios studies with SPSS and

our proprietary modeling software Prognose. The results of these studies will be compared to IAS/Adapt, and any variances in the results will require an examination of IAS to verify that all of the sales data was entered correctly and the proper computation of the ratio study was undertaken. SVS will work with DOA personnel to identify areas for additional training and Thimgan & Associates will assist in preparing staff to use SPSS to confirm the results produced in IAS on an ongoing basis for subsequent assessment rolls.

Addenda

Article – "The Appraisal of Power Plants"

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FEATURES

The Appraisal of Power Plants

by Mark Ponykacz, MAI, and Chris Olmsted

Power plants, also called electricity generating stations, often present unique and interesting appraisal problems. Power plants can be worth billions of dollars or can have substantial liabilities. Their various technologies differ as much as those of motorcycles, cars, and trucks. Their markets are peculiar, with a mix of market forces and regulated affairs. The uses of the appraisals are also varied, ranging from acquisitions, financing, regulation, litigation, or property tax purposes, to Internal Revenue Service (IRS) or SEC reporting. In this article, the issues, methodologies, and practice of power plant appraisal are reviewed.

Power plants, also called electricity generating stations, often present unique and interesting appraisal problems. Power plants can range in value from being worth billions of dollars to having substantial liabilities. Their various technologies differ as much as those of motorcycles, cars, and trucks. Their markets are peculiar, with a mix of market forces and regulated affairs. The uses of the appraisals are also varied, ranging from acquisitions, financing, regulation, litigation, or property tax purposes, to Internal Revenue Service (IRS) or Securities and Exchange Commission (SEC) reporting. The following discussion will address the issues and methodologies involved in power plant appraisal.

The Nature of Power Plants

Power plants generate electricity, their main product and income source, through a combination of processes depending on the technology. Most technologies convert one form of energy, such as chemical (heat from coal, gas, oil, or uranium to steam) or potential kinetic energy (gas, oil, hydro, wind, geothermal), to mechanical movement (turbines or engines) and then into electron flow (generators). Other technologies also exist, most notably solar. Power plants have other products and services, such as capacity revenue and other ancillary services, and these can be substantial sources of revenue.

Measures of Performance

The units of value for power plants are usually kilowatts (kW), megawatts (MW), kW hours (kWh), or MW hours (MWh). A common unit of performance is the *capacity factor*, which is analogous to occupancy/vacancy rates. Capacity factors measure what is actually produced compared to what could theoretically be produced, and are expressed as percentages. Capacity factors are driven by a combination of technological limitations and market demand. Typically, wind, hydro, and solar produce electricity only when there is wind, water, and sun. Nuclear and coal plants run nonstop until refueling or maintenance requires a shutdown. Gas turbines run when the market price for electricity supports the cost of operations. As plants age and become increasingly functionally obsolete, or less economically viable, their capacity factors fall, until economic infeasibility sets in. Table 1 shows the Energy Information Agency's (EIA's) estimates of typical capacity factors and

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life spans for a variety of different technologies, as well as a range of capacity factors encountered in the market.[1]

Another measure of performance is *heat rate*, which expresses the amount of heat energy needed to generate a unit of electricity. It is an expression of efficiency: the lower the heat rate is the better. The newer gas plants are so much more efficient that they often create obsolescence in older plants. Heat rates do not inform us to the impact of fuel prices. There are dramatic differences in the cost of different types of fuel. Table 2 shows the EIA data on typical heat rates and fuel costs for a variety of different technologies.

Another frequently used economic measure is the *spark spread*, which measures the difference between the price of the electricity and the price of fuel for a specific plant. It is useful to compare this to the sum of all other expenses at a specific plant at any given moment. As commodities, electricity and fuel prices can change from moment to moment, and frequently do so dramatically. Decisions to operate, or not to operate, must be made from moment to moment. When fuel prices are sufficiently lower than the price of electricity, it is financially feasible to operate the plant. Peaking plants, which generally run only when there is high demand, complete this analysis daily, sometimes hourly. Peaking plants, such as natural gas plants, may produce electricity only when electricity prices are high and fuel prices are low, as compared to base-load plants, such as nuclear, coal, and large hydroelectric plants, which

Table 1 Typical Capacity Factors and Life Span

	Capacity Factor		
Technology	EIA Estimate	Market Experience	Life Span (yrs)
Nuclear	90%	90%–95%	40–60
Coal	85%	50%–85%	55
Natural Gas	87%	3%–55%	35
Large Hydro	52%	25%–60%	50–100+
Wind	34%	20%–35%	25
Solar	25%	18%–23%	25
Oil	10%–20%	0%–10%	25
Geothermal	92%	85%–95%	10–20

Table 2 Typical Heat Rate and Fuel Costs

Technology	EIA Heat Rate*	EIA Fuel Costs†
Nuclear	10,479	$0.70
Coal	10,498	$2.38
Natural Gas	8,039	$3.42
Hydro	N/A	$0.00
Wind	N/A	$0.00
Solar	N/A	$0.00
Oil	10,991	$12.48
Geothermal	N/A	$0.00

*Heat rate represents Btus per kilowatt hour (BTU per kWh).
†Fuel costs are dollars per million BTUs ($/MMBTU).
Source: EIA Annual Energy Outlook 2013; data reported for 2011.

1. The US Department of Energy's Energy Information Agency (EIA) publishes volumes of reports on energy issues. The EIA reports are useful and are frequently used as benchmarks in the industry, but its data does not provide the accuracy needed for some appraisal work.

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usually run regardless of the hourly fluctuations in electricity and fuel prices.

Unlike most general real estate, where it is extremely rare for prudent management to withhold renting space for temporary periods due to low market prices, peaking plants and older base-load technologies often prudently withhold production due to low market prices for electricity and/or high fuel costs. In effect, at those times the highest and best use analysis for these plants fails the test for financial feasibility, hopefully only temporarily. However, this may indicate economic or functional obsolescence. Since the decision to operate or not operate is an option, some power plant appraisals require option valuations, such as Monte Carlo simulations.

The various generation technologies have vastly different characteristics. Nuclear and coal are base load (intended to run nonstop for months at a time). They have historically represented the most common source of electricity in the United States, accounting for roughly 50% of the supply. They are expensive to build, and construction takes many years. Natural gas is the supply technology at the margins, and in recent years has been taking away base-load market share from coal plants. In part this is because of advances in hydro fracturing extraction technology, which currently is lowering natural gas prices and therefore also electricity prices for all technologies. Natural gas plants are also generally less expensive to construct, and can be constructed in relatively short periods of time. Oil-fired power plants are rarely cost competitive at present, because petroleum prices are higher than the other energy sources for electricity generation. Hydro, solar, and wind have no substantial fuel expenses, but are very expensive to construct. There are numerous other less-common and developing technologies. Each technology has its own distinct physical and economic characteristics, and therefore appraisal considerations also must vary by technology.

Currently, there is no effective way to store electricity on a large scale. It must be consumed the moment it is generated. Further, the transmission and distribution grid (the grid) cannot contain any more or less supply than is precisely needed to meet current demand. Therefore, if demand increases or decreases in any given moment, the supply must be increased or decreased instantaneously in response. If demand increases over time, new grid additions are needed. Power plants must be located where the grid has an ability to receive the electricity, which is not always where the demand is located. This is both difficult and costly, and is why special payments, known as capacity payments, must be made to generators in order to ensure that the grid has the supply it needs the very moment it demands it and exactly where it needs it.

The demand for electricity in all markets changes substantially over time, both seasonally and hourly, with the summer afternoon hours often being the highest demand hours due to the need for air conditioning. In practice, in deregulated markets system operators make decisions for the grid about how much electricity to generate, and decide which plants will generate and which will not. The decisions are based on rules to minimize electricity prices, tempered with reliability and environmental considerations. In practice, system operators make dispatch plans a day in advance with hourly and sometime minute-by-minute adjustments. Generally, system operators plan well for day-ahead demand and supply. Still, electricity prices remain as variable as many commodity prices, and vary substantially throughout the year. Sometimes, such as during periods of unplanned maintenance at base-load plants or extreme weather, electricity prices can vary dramatically, as shown in the example in Table 3.

In the power generation industry, "at the margins" means when additional supply is needed to meet the newest or most-recent increment of demand. Under current market conditions, it is most likely a natural gas plant that will be dispatched to supply it. Base-load technologies, such as nuclear, coal, and larger hydro plants, are always dispatched first, because they are usually the least-expensive power. They are the least expensive because their fuel costs are lower and their very high original construction costs have been effectively paid down. Wind, solar, and small hydro plants are intermittent and are usually dispatched whenever they are available, as they are relatively inexpensive after construction subsidies are considered, and green initiatives prioritize these sources of energy. If this base-load and intermittent supply does not meet the demand in the market at any given moment,

2 *US Monthly Energy Review* July 2014; data reported for year 2013.

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Table 3 Variability in 2012 Electricity Prices, PJM, Northern Illinois Hub

Statistic	($/MWh)
Average yearly price	$28.57
Average summer price (June, July, August)	$32.34
Average hourly price (9 am to 6 pm)	$32.51
Average hourly price (2 pm to 7 pm)	$35.29
Lowest yearly price	$0.00
Highest yearly price	$224.71
Range with one standard deviation below/above yearly average	$16.97/$40.17

Note: PJM is the system operator for the grid in a region of 13 states.

then other technologies such as gas and oil will be dispatched to fill the gap.

Each technology has its own economic life cycle. Power plants are more like automobiles than general commercial real estate in that they have finite physical and economic lives. Each type of power plant has unique construction costs and timing. Generally, nuclear, coal, and larger hydro plants take up to four to six years to build; gas and oil plants, as well as wind, take about eighteen months to complete and solar photovoltaic plants take around six months. Further, each type has its own operating costs. Consequently, it is difficult but not impossible to compare one technology to another. Such comparisons are needed for feasibility and planning, and government regulation, and are sometimes used in alternative-technology cost approaches and levelized cost of energy (LCOE) analyses.[3]

Power plants are complex combinations of real property, personal property (machinery and equipment), and often business intangibles[4] (like fuel supply contracts or power purchase agreements). The degree that a power plant consists of real or personal property or business intangibles depends on the definitions in the law that has jurisdiction over the appraisal context. For example, turbines may be considered to be real property in one state for ad valorem taxation, and personal property in another. They may also be classified as shorter- or longer-lived items for depreciation under state and federal law. Environmental safety improvements may be tax exempt in one state and fully taxable in another. Despite these complexities, the main revenues—electricity and capacity revenues—are earned from all the assets as a combination. It is rarely easy to discern what or how much of the income is attributable to real, personal, or business intangible property. Power plants are very rarely rented. The real property at power plants is also very rarely rented separately from the other assets, and when rented separately is usually part of structured financing that limits the lease's probative utility.

Electric Utility Deregulation

The electricity supply industry can be divided into four segments: generation, transmission, distribution, and miscellaneous services. Deregulation impacted the generation segment of the industry. Deregulation developed over a number of years and developed differently in different states. Many states are not yet deregulated. The differences have a critical impact on the appraisal of power plants.

The Federal Energy Regulatory Commission (FERC) was established in 1977 to regulate the electricity industry. Prior to 1977, the electricity industry throughout the country was conducted by state-regulated, vertically integrated monopolies (generation, transmission, and distribution). In 1992, the Energy Policy Act (EPACT), was signed into law. EPACT required open access for transmission in order to establish a wholesale electricity market. Utility monopolies could not refuse to transmit competitor's power over the monopolies' transmission and distribution grid.

3 Levelized cost of energy (LCOE) is the cost of generating electricity for a particular system, including all the costs of initial investment, operations and maintenance, fuel, and capital. The LCOE is the minimum price at which energy must be sold for an energy project to break even. http://www.nrel.gov/analysis/tech_lcoe_documentation.html.

4 Intangible assets include "nonphysical assets such as franchises, trademarks, patents, copyrights, goodwill, equities, mineral rights, securities and contracts (as distinguished from physical assets) that grant rights and privileges, and have value for the owner" International Glossary of Business Valuation Terms quoted in Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), 239.

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In 1996, FERC issued Orders 888 and 889 to definitively resolve full wholesale power generation competition and open access to transmission and distribution. The intent was for each segment within the historically vertically integrated industry to be priced separately to prevent owners of transmission and power plants from offering preferential treatment to their own plants. As a result, public utility companies in many states have divested themselves of their electricy generating power plants into new "independent," deregulated companies, while retaining the regulated transmission and distribution activities. Also as a result of these acts and orders, the financial structure of the electricy generating industry changed from one of capital investment dependence (i.e., measured by construction cost) to one driven by competition and income (i.e., measured by operating income and expenses).

Impact of Deregulation on Appraisal

Today, only about one-third of the states are deregulated, and the country has two types of power generation markets: regulated and deregulated. Each has its own basis of value.

Regulated Markets. In the regulated monopoly states, the cost approach remains the best indicator of value, and the income capitalization and sale comparison approaches are rarely effective appraisal techniques. Historically, regulators allowed a regulated utility to construct power plant assets so that the utility could meet its obligations to provide electricity to consumers but only provide an adequate return to investors. The cost basis for the recovery (the rate base) was calculated to provide a predetermined return on investment for a plant, regardless of the economic fundamentals affecting the plant. As a result, appraisers rightfully favored cost methodologies because they more accurately reflected the true value of regulated power plants, as the regulating commissions had legally connected the income from the power plants to the cost of building the power plants. Efficiency and profitability were secondary concerns, but investment risk was low. In regulated power markets, income is fixed by regulation to the cost of construction, via a rate of return that is established by the regulating commission. Thus, the income capitalization approach is circular to the cost approach and is not probative to value.

In vertically integrated regulated utilities, power plants were rarely sold separately, and there was little or no market for such assets. In regulated markets, power plants are usually considered special property used solely by vertically integrated, regulated utilities. Thus, the sales comparison approach is also very rarely informative.

Deregulated Markets. Once the power market was deregulated, the legal link between cost and income was broken. Investors were required by the forces of economics, not regulation, to value electric generation power plants like any other income-producing asset—by forecasting the anticipated cash flows available to investors over the useful life of the investment. The value of a plant was no longer based on the cost to construct it but rather based on its profitability. Power plant developers would no longer be guaranteed a low-risk return (income) that matched their cost to build. Under deregulation, returns are not guaranteed and bankruptcy is a real possibility, but potentially higher returns are the new reward.

In deregulated markets, buyers, sellers, and analysts universally emphasize the income capitalization approach, where expected income and rates of return are based on unregulated market conditions. In deregulated markets, costs may be incurred, but the developer has no guarantee of making an adequate return. The cost approach in deregulated markets remains useful when the appraiser properly accounts for all forms of obsolescence, and the approach remains highly probative when appraising special improvements and assets within the combination of assets at a power plant. In a deregulated market, there is an active market for power plants separate from transmission and distribution assets. The sales comparison approach can be used when market data is sufficient, as with the sales comparison approach for any general commercial property. In conclusion, all three approaches to value usually can be applicable to power plants that are located in deregulated markets.

Cost Approach

Cost-Value Relationship and Disconnect

The basic concern surrounding the cost approach for power plants is that often cost does not equal value. When applicable, the cost approach reflects

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market thinking by recognizing that market participants sometimes judge the value of a power plant by considering the cost to create the improvements. However, depending on the cycle of the market and the age and legal status of the plant, simple, unadjusted cost is unlikely to equal market value. Unless the appraisal fully reflects all forms of depreciation (physical, functional, and external), then the cost estimate will diverge from market value.

The job of estimating each of the various forms of depreciation at power plants is often problematic and sometimes practically impossible. Unlike general real estate, where the property will continue to function if it is adequately maintained, even well-maintained power plants may suffer critical economic and functional obsolescence. Common types of obsolescence include obsolete engineering designs and inefficiency (from a poor original design or new technologies entering the market); obsolete environmental designs (legal/regulatory); original cost overruns; current operating-cost inefficiencies (excessive operating costs); and physical aging in a limited life span. Table 4 shows EIA data and market data on typical overnight construction costs for a variety of technologies. *Overnight construction costs* are the costs of construction if no interest was paid during construction, as if the project was constructed overnight. In Table 4, the interest expenses were estimated at a 7% interest rate over the period of construction in order to estimate the all-in costs of construction.

Cost Approach to Measure Parts of the Whole

While sometimes problematic for overall plant valuation, the cost approach is especially useful for appraising the different components of the overall power plant, including real and personal property, tangible and intangible property, taxable and nontaxable property, and the various classes of property at power plants. A power plant is sometimes referred to as a business combination, an overall asset, or a business enterprise.[5] The market value of the overall asset is referred to as the overall market value of the plant, or the value of a going concern.[6] The components are sometimes referred to as partial interests or asset classes. When used in conjunction with the sales comparison and income capitalization approaches, the cost approach affords one of the best appraisal techniques to allocate the market value of an overall asset to the various partial interests and asset classes of a plant.

Reproduction vs. Replacement Approaches

Both of the two main cost methods—reproduction cost and replacement cost—are regularly applied to power plants.

Table 4 Typical Construction Costs ($/kW)

Technology	EIA Overnight Costs*	Market Experience Overnight Costs	Time to Construct (yrs)	All-in Costs†
Nuclear	$5,530	$7,000	6.0	$10,641
Coal	$2,934	$2,800	4.5	$3,893
Natural Gas	$1,023	$1,100	1.5	$1,221
Hydro	$2,936	$4,000	5.0	$5,671
Wind	$2,213	$2,500	2.0	$2,876
Solar	$4,183	$2,000	0.5	$2,071
Oil	N/A	$800	1.0	$858
Geothermal	$4,362	$4,500	3.0	$5,548

* EIA *Annual Energy Outlook 2013*.
† Includes interest during construction, nominal expenses compounded at 7.0%.

5 A business enterprise is "a commercial, industrial, service, or investment entity (or a combination thereof) pursuing an economic activity." Ibid., 237.

6 Going concern value is "the value of a business enterprise that is expected to continue to operate into the future. The intangible elements of Going Concern Value result from factors such as having a trained work force, an operational plant, and the necessary licenses, systems, and procedures in place." Ibid., 238.

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Trended Original Cost Method

Although rarely utilized to value general real estate, the trended original cost (TOC) method, a type of reproduction approach, is frequently used for electric utility assets. Historical cost information, even if decades old, is regularly available on power plants.

In a TOC analysis, the reproduction cost new (RCN) is computed by trending the original (historical) construction costs to the effective date of the appraisal. This methodology is widely recognized by power plant appraisers, regulators, and courts. This is the predominant appraisal technique in regulated states for rate-base analysis. The usefulness of the TOC method is contingent on the accuracy and completeness of the historical cost information and on the trending method used. To successfully use trending, the costs by date of expenditure must be reliable and available for each class of assets for the entire plant, and the costs must also include capital repairs made since original construction.

Various widely accepted cost trend references provide the basis for the trending of power plant construction costs. The indices do not give prices for specific cost items in either the historical period or the current period. Rather they provide the change in cost, the delta, between the different dates. Appraisers apply that delta to the actual original cost of the subject plant to get an RCN as of the appraisal date. The proper indices can be applied to specific cost items, such as bricks, or to whole categories of power plant items, such as turbine generators.

Cost per Capacity Method

The cost per capacity method is a replacement cost approach. Cost per capacity is estimated by multiplying unit cost (usually $/kW of capacity) by the number of units at the subject plant. The unit cost can be developed from a variety of sources including research publications, government estimates, contractor estimates, manufacturer estimates, owner estimates, or the comparative-unit method.

The cost per capacity method is relatively practical and is used by many market participants because of its simplicity and availability. However, the apparent simplicity of the cost per capacity method can be misleading. It is sometimes difficult to reconcile the vast differences between the various cost sources and the subject plant, and between this cost approach and the other approaches. Also, this method often is less precise than others.

Alternative Technology Analysis

An alternative technology analysis (ATA) is a replacement cost technique. It is based on the principle that value is based on the functionality that the improvements afford its owner, not the materials and design used to make the improvements. This approach assumes that it is not the details of how the improvements generate the power that create value, but rather that the improvements generate a certain quantity and quality of power that is marketable in a certain way. For example, when appraising a nuclear power plant, an ATA could consider the cost to build a natural gas technology alternative plant with an identical MW rating and capacity factor. The ATA would consider the capital expenditure differences as well as the performance, operating, and fuel expense differences between the nuclear plant and the alternative gas plant.

Today, the popular choice for the alternative technology to use in such an analysis is natural gas, in part because it is the technology at the margins. For appraisers, who understand the importance of using comparable sales or replacement costs that match the functionality and highest and best use of the subject property, the ATA method is undeniably valid. Some non-appraisers and courts have difficulty accepting this technique, even though it is commonly employed by market participants.

Depreciation

Physical Deterioration

Estimating physical deterioration is often the main source of concern about the validity of a cost approach on power plants. Typical depreciation techniques can be as simple as a single age-over-life ratio or as complicated as the breakdown of the subject's assets into their various components for individual consideration.

Models based on the economic age-life method are among the most widely used depreciation techniques for power plants. Physical deterioration can be estimated by the straight-line method, and by the age-life method, using mortality dispersion techniques. Often the effective age plus the remaining useful life is equivalent to the service life. Accounting and bookkeeping lives are not appropriate for appraisal purposes. Physical life may be longer than

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the average service life, but it may not accurately represent the usefulness of the service of an asset due to economic or legal reasons. The effective age should reflect the conditions of the plant, which often are not the chronological (actual or historical) age. It should also be recognized that the expected remaining service life of a plant might change during its life cycle for reasons other than progressing chronological age (i.e., economic or legal reasons).

Functional Obsolescence

Functional obsolescence is common at power plants and is often easily spotted. The types of functional obsolescence frequently found include deficiencies requiring an addition, deficiencies requiring a modification, deficiencies requiring additional operating costs, and super-adequacies. Often these deficiencies are incurable, in both the short and long term. Given that the reproduction approach is common for plants, but does not intrinsically exclude functional obsolescence, appraisers will expend considerable effort on determining functional obsolescence.

Economic Obsolescence

Changes in market demand, transmission and distribution, federal or state law, the economy, and any operational constraints external to the asset frequently cause economic obsolescence at power plants. Usually their impact on value can be measured by capitalizing the expected losses in earnings over the period that the condition is expected to exist. In the broadest sense, since deregulation was instituted, the capital improvements made before deregulation may no longer have the ability to produce the originally expected return on the investment. This loss in potential creates a form of economic obsolescence that is known as *stranded* costs.

Common techniques used for estimating functional and economic obsolescence include the capitalization of excess operating costs and the capitalization of income shortfalls. In both, income capitalization techniques are employed to evaluate the loss in value from specific operating or capital costs, or from an inability to earn income. While not adequate to measure the value of the obsolescence, the existence of obsolescence is often easily discovered by comparing overall income and sales values to the replacement cost new less physical depreciation (RCNLD). Any difference can be attributed to either functional or economic obsolescence or both.

Levelized Cost of Energy

An example of functional and economic obsolescence can be seen in Table 5. It is not enough to compare the cost to construct different types of power plants to measure the obsolescence. Fuel, for example, plays a major role in obsolescence. The table reflects the construction costs combined with fuel, operating expenses, and other considerations, such as financing costs, time to construct, capacity factors, and life spans. The table does not reflect the impact of current government incentives. Nor does it reflect external costs (pollution, decommissioning costs, transmission costs) or historically paid incentives and infrastructure (nuclear R&D, railroads, gas pipelines). The table shows that some technologies do not compete effectively. In practice, conditions at each plant vary substantially, making the obsolescence either better or worse.

Table 5 Levelized Cost of Energy ($/MWh)

Technology	EIA*	Market Experience	Reflecting Incentives	Reflecting External Costs†
Nuclear	$108.40	$45.08	$41.73	$49.35
Coal	$123.00	$47.17	$47.17	$49.98
Natural gas	$65.60	$52.17	$52.17	$52.17
Hydro	$90.30	$27.05	$27.05	$27.05
Wind	$86.60	$57.18	$46.24	$46.24
Solar	$144.30	$57.43	$45.61	$45.61
Oil	N/A	$556.37	$555.37	$564.21
Geothermal	$89.00	$69.21	$47.49	$47.49

* EIA *Annual Energy Outlook* 2013.
† Reflects decommissioning and external pollution abatement costs.

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Land Value

The land at power plants often contributes little to the overall value. An across the fence method,[7] assuming highest and best use similar to the properties from "across the fence," is typically employed to measure the value of the underlying land. The value of licenses, permits, and approvals for the power-generation activity, which can be substantial, are generally accounted for in the soft cost of construction.

Real, Personal, and Business Residuals

Depending on the use of the appraisal, there are occasions when the value of some real and personal property, and business intangibles must be removed from the overall plant valuation. For property tax appraisal purposes, the value of any tax exempt property must be removed. For IRS and SEC reporting, the value of existing contracts must be separately reported from the rest. A residual technique is often the best method to isolate the value of the target assets. In general real estate appraisals, a land residual is where the overall real estate value (V_{RE}) minus building value (V_B) equals land value (V_L). In power plant appraisals, the residual formula is overall plant value (V_P) minus excludable value (V_{ex}) equals the value of the balance of the plant (V_{BP}), which is the appraisal target value of the subject property (V_T).

In property tax appraisal, excludable property commonly includes fuel inventory, pollution control improvements, contracts for fuel supply, contracts for the sale of electricity, power purchase agreements, workforce in place, specialized documents (including policies and procedures, manuals, computer software, and drawings), and working capital accounts. As discussed earlier, the cost approach is usually the best method to estimate the value of the excludable tangible property. The value of fuel inventory and of the workforce in place is usually estimated via avoided cost methods. Contracts are usually appraised via a comparison of the plant income streams with and without the contracts, in the same way that a leasehold analysis compares fee simple income streams to leased fee income streams.

Sales Comparison Approach

While the use of the sales comparison approach is common in the appraisal of general commercial properties, this approach is rarely useful in power plant appraisals. Research for information on sales of comparable power plants rarely yields appropriate and adequate data for use in a credible sales comparison approach. The market for power plants is national and sometimes international. It is relatively easy to find evidence of an active sales market. However, relevant critical details about the individual sales are often unattainable. An important qualification of each credible comparable sale is the level of supporting data that is publicly available. Since many details concerning the sales of power plants are confidential, the sales are not adequately verifiable and/or cannot be soundly adjusted. Since power plants are typically business combinations, the sales are for combinations of assets: real, personal, and business assets. Most sales include corporate (business) and personal property assets. Further, these transactions often include assets beyond the tangible power plant, such as investment participation, financing, partial interests, offtake and supply contracts, and other valuable closing contingencies.[8] Buyers and sellers are under no obligation to publicly report the portion of the price attributable to the parts of the total sale price in a format that is useful to appraisers. For example, many power plant sales include power purchase agreements (PPAs), which usually have significant price-impacting characteristics. However, it is typically unclear from the publicly available data on the transactions what effect the PPAs had on each sale price. While there frequently is available data to identify comparable sales, there is not sufficient public data in many cases to complete a credible appraisal adjustment process.

A variety of adjustments are needed in the sales comparison approach. Market condition adjustments are important as values for power plants change frequently due to macroeconomic conditions, including trends in the general economy, fuel prices, regulations, and green energy. Adjustments for physical characteristics are typically made for plant design, fuel type, unit size, shutdown units, capacity factor, heat rate, plant condition, age, superadequacy,

7 The across the fence method is "a land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land." *Dictionary of Real Estate Appraisal*, 5th ed., 3.

8 An offtake contract is an agreement between a producer of a resource and a buyer of a resource to purchase/sell portions of the producer's future production; investopedia, www.investopedia.com/terms/o/offtake-agreement.asp.

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functional utility, and remaining license life. However, the required adjustments for these factors often cannot be made reliably because many physical characteristics of the comparable plants are not released as public information.

Location-based revenue differences also should be analyzed, as electricity prices are usually dependent on the location of each plant. Other locational differences may include the proximity and availability of electric transmission lines, transmission congestion and bottlenecking, water supply, rail lines, and docks. Environmental conditions and the distance to switchyards and substations can have a significant impact on the locational value for a plant. Additionally, adjustments related to income tax differences may be necessary, as taxes are an important factor in the going concern value of each plant. For example the tax incentives play a major role in the feasibility of wind and solar.

It must be recognized that if the appraiser succeeds in finding adequate sales data and completes a credible sales comparison analysis, the resultant value will most likely be of the business combination. That going-concern value will need to be allocated to the real and personal property if that is the purpose of the appraisal.

Income Capitalization Approach

Traditionally, income strictly attributable to the real property of general commercial properties, such as offices and apartments, is ubiquitously prescribed by real estate leases or the market potential to be leased. There is no such rental market for power plants. Nonetheless, power plants are income-producing assets where the income is generated by the operation of the combination of real and personal property and any business intangibles.

At power plants, there is typically no credible and reliable way to isolate the income solely attributable to the real property, such as a lease. The income used in the income capitalization approach is from operation of the combined assets of the going concern or the business enterprise. Such intermingling conditions also exist at many other types of commercial property, such as hotels, theaters, hospitals, telephone companies, water companies, landfills, race tracks, and factory mills, among other types. The real property is rarely leased separately at these property types, and the income typically analyzed is from their business operations, just like at power plants. Given this issue, the appraiser must first conclude an overall business value of the going concern for the plant, and then employ various appropriate appraisal procedures to separate out the value of the real and personal property or other target interest at the plant. This is standard practice in the valuation of power plants.

The holding period for power plants is driven by physical considerations as well as legal, regulatory, and contractual conditions, and it is often prescribed by common practice among market participants. Under cost-of-service regulations, the holding period of a plant is the same as its expected useful life. For a deregulated power plant, the holding period is typically estimated based on its finite physical and economic life. In both cases, analysts look to the finite remaining life of the plant to form the basis of the holding period. As such, it is common practice to assume a holding period equal to a plant's estimated remaining economic life. Consequently, some discounted cash flow (DCF) analyses are projected for as long as 99 years.

Reversionary Value

A reversionary value is assumed in most DCF analyses for commercial real estate. This value captures the income generated from the asset after the end of the holding period, and it is typically calculated by using a direct capitalization method and then discounting that value to the valuation date. However, unlike general real estate, power plants have relatively short, finite lives. When the holding period for a power plant is assumed to be equal to its remaining economic life, then there will typically not be a reversionary value for the plant at the end of the holding period.

Assumptions made about disposition of the remaining assets (or liabilities) may be broken down in three categories: decommissioning liability, salvage value, and land value. In some cases, power plants carry a decommissioning fund that will be used to fully decommission the plant, eliminating a large future liability. In other cases, the plant will require expensive demolition and remediation work. These assumptions will determine the appropriate manner to estimate any reversionary value, positive or negative. Often, power plant appraisers conclude that the sum of the three reversionary considerations net to a zero value.

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When a direct capitalization method is completed, the capitalization rate must be adjusted upward to reflect the fact that the income and value decline to zero over the holding period, since the reversionary value of a plant with a finite life is zero. It is common practice in power plant valuation to avoid this issue in DCF reversionary capitalization rates by setting the holding period equal to the plant's remaining economic life. In practice, only DCF analyses of larger hydro plants usually contain a reversionary capitalization of the plant's income, because their very long useful lives often approach infinite lives like with general real estate.

Power Purchase Agreements

Plant owners regularly contract in advance to sell their power to bulk consumers via power purchase agreements (PPAs) instead of selling power in the daily mass markets of the independent service operators (ISOs).

PPAs fall into two broad categories: those that have contract prices for the electricity at or near market prices, and those that have contract prices at substantially above or below market prices. Those that have contract prices for the electricity at substantially above or below market prices are often between related parties, or there might be more to the transaction than just the sale of electricity for a price. These PPAs do not meet the criteria of market-indicative transactions and cannot be used to determine market value for parts of the plant such as the real estate or personal property; however, these PPAs can certainly indicate the value of the going concern. This is analogous to appraising an office building's market value based on inter-company leases or sale-leasebacks that are not based on market terms. In such cases, if the purpose of the appraisal is to determine market value assuming fee-simple conditions, the atypical office leases are replaced with normal market-based terms.

Installed/Nameplate Capacity

The installed or nameplate capacity is the plant's claimed capacity designated by the manufacturer or by a capacity rating agency; capacity is usually described in MWs or kWs. Nameplate capacity is the amount of energy a power plant can produce instantaneously, not the amount it will generate over a period of time. Installed capacity and capacity factor assumptions are combined to forecast electricity available to be sold over time. Capacity factors vary from winter to summer and location to location for the same equipment based on construction, altitude, and local ambient temperature and humidity.

Independent Service Operators (ISOs)

In deregulated markets, merchant plants sell their electricity in markets operated and managed by ISOs. Analogous to trading floors, the power producers and buyers consider ISOs their primary public market. ISOs organize the markets, establish trading rules, and document market transactions and prices. The ISOs publish volumes of market data useful to the appraiser, including data on general market supply and demand.[9]

Long-Term Trending

Unlike DCF forecasts for general real estate, which are commonly for 10 years, power plant forecasts are commonly for 25 to 35 years, with some for as long as 55 years. The Consumer Price Indices (CPIs) provide an excellent source for forecasting electricity rates, fuel prices, and the general expense rate of inflation over the very long term.

The CPIs are well documented, and power plant market participants often rely on them. The data reveal a number of important trends. For example, electricity rates largely have not kept pace with general inflation over the decades. One theory is that commodities, like electricity, trend at rates lower than other products and services in the economy, and the CPI is the average of all products and services. Another theory is that deregulation, which began in the late 1990s and was supposed to lower electricity prices, has been effective.

The data also show that in the short term, price trends for any given plant will be driven by local market conditions. Appraisers must examine local plans for plant retirements and new additions as well as transmission constraints, and fuel supply conditions. These local trends can cause local prices to trend in dramatically different fashion than the long-term CPI trends, until a new market equilibrium is achieved.

Alternatives to trending prices using the CPI include using EIA long-term price forecasts,

9 For example, market data on historical electricity prices in the New York ISO can be seen at www.nyiso.com/public/markets_operations/market_data/pricing_data/prices.jsp

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forecasts by other public entities, and information from private forecasting companies.

Fixed and Variable Expenses

Operations and maintenance (O&M) expenses are analyzed as is normally done in the appraisal of income-producing properties, with one exception. Considerable special efforts are typically made to forecast fuel expenses, separate and apart from other O&M expenses. Also, parent company administrative expenses may need to be apportioned down to the subject plant when the plant is owned and managed in a portfolio of plants.

Income Taxes

Unlike nearly all appraisals of general real estate, power plant income approaches are usually completed after deducting income taxes. This is useful and often necessary for several reasons. A major contributor to the value of many plants is its effective income tax rate. Power plants often have tax benefits, including accelerated depreciation, investment tax credits, exemptions, or others. Also, while traditional real estate appraisals are completed before income taxes and most of the theory and data in the real estate appraisal community is arranged for before-income tax analysis, business appraisals are traditionally completed on an after-income tax basis. Most of the financial market data available for the power industry is on an after-income tax basis, and nearly all market participants appraise on an after-income tax basis. In theory, both before- and after-income tax appraisals should yield the same indication of value, but only when the tax benefits are fully and properly adjusted for. Another advantage of the after-income tax analysis is that the inputs and adjustments are explicit and thus available for easier review.

When forecasting the tax rate for a power plant, it is necessary to use an effective income tax rate for the market. Plant owners rarely pay the statutory tax rates. This includes both federal and state income taxes but adjusts for typical exemptions, deferments, and abatements. Capital expenses, depreciation, and interest expenses must be determined in order to compute the effective income taxes. Depreciation expenses should be calculated utilizing the modified accelerated cost recovery system (MACRS). However, simpler methods may be acceptable in some cases. The power generation industry relies heavily on debt financing. If the goal is to estimate market value, appraisers forecast this expense by applying industry or market-specific interest rates as of the valuation date to the portion of the plant's value that is estimated to be financed with debt.

Capitalization and Discount Rates

Theoretically, there are several possible methods for estimating capitalization and discount rates, including market surveys, extraction from market sales, and various mathematical financial formulas. Extraction from power plant sales very rarely yields sound and adequate data. Also, there are no surveys of power plant capitalization and discount rates. Therefore, rates are usually determined using well-known financial formulas.

Power plant appraisers frequently complete a formula-based analysis of discount rates known as the weighted average cost of capital (WACC)[10] in the business appraisal community. In the real estate appraisal community, this formula is recognized as a band of investment formula.[11] The major difference is that the band of investment formula is typically used to determine capitalization rates for real estate before income taxes, while the WACC is typically used for discount rates after income taxes. The basic elements of yield (or capitalization) rates are debt and equity yield. When combined, they indicate the overall investment yield. This cost of capital analysis is "weighted" because it incorporates the percentage of the total investment that debt contributes and the percentage that equity contributes, which is a weighted-average concept. Algebraically, the WACC analysis is expressed in the following equation:

10. *Weighted average cost of capital* is "the cost of capital (discount rate) determined by the weighted average, at market values, of the cost of all financing sources in the business's enterprise's capital structure." *International Glossary of Business Valuation Terms*, available in *Dictionary of Real Estate Appraisal*, 5th ed., 240.

11. *Band of investment* is "a technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment." *Dictionary of Real Estate Appraisal*, 5th ed., 16.

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Formulaic Derivation of an After-Income Tax Discount Rate

Weighted Average Cost of Capital

$$Y_o = (M \times Y_m \times (1-t)) + ((1-M) \times Y_e)$$

where:

Y_o = overall yield rate

M = debt to value ratio

Y_m = debt yield rate

Y_e = equity yield rate

t = effective income tax rate

Equity and Debt Yields

There are several well-developed theories and widely used effective methods for estimating the equity cost of capital, including the build-up method and the capital asset pricing model (CAPM).[12] The build-up method is an additive model in which the equity return on an asset is estimated as the sum of a risk-free rate and one or more risk premiums. The risk-free rate is usually long-term US government bond yields. The risk premiums adjust for risks associated with systematic and unsystematic risks, size, and industry risk, illiquidity, and managerial effort and others. The CAPM formula takes into account the sensitivities to non-diversifiable risk (also known as systematic risk or market risk), often represented as a beta coefficient.[13] Like the build-up method, it begins with the expected return of a risk-free asset and then adjusts for the market-wide expected return. There is much literature on both the build-up and CAPM formulas, and thus they will not be covered further here.

Debt rates are estimated the usual way with one exception. The pre-income-tax debt rate is adjusted for the ability to deduct debt interest expenses from income taxes, by multiplying the cost of debt by one minus the effective tax rate.

Working with Other Professions

The power plant appraiser will frequently join with professionals from other disciplines in order to complete a power plant appraisal. Power plant appraisals often benefit from consultation with professional engineers. In fact, some states and courts require it. Further, appraisers regularly use the services of electricity- and fuel-price forecasters. Other professionals may include regulatory experts, economists, mathematicians, attorneys, and accountants who have expertise in some element related to the appraisal problem at hand.

Reconciliation for Overall Value

There are two considerations one must weigh when applying various approaches to value. First, appraisers should use those approaches commonly utilized by market participants.[14] Second, the supply of data within a market, or within a particular timeframe, may preclude the development of indications of value by one or more of the approaches to value commonly employed in other appraisal practice areas.

Generally, the sales comparison approach is not employed to determine the value of power plants due to the lack of reliable public market data. Within regulated markets, the cost approach is most often employed. In deregulated markets, all three approaches are frequently employed. However, in deregulated markets the income capitalization approach is the primary method used by market participants, and it is typically the approach prescribed by appraisal theory as being the most appropriate.

Allocations

In power plant valuations, the income capitalization and sales comparison approaches usually indicate going-concern values rather than purely real estate or personal property values. The appraiser must exercise care to report which type of value is concluded as of each point in the appraisal. If the purpose of the appraisal is to report the value of something other than the overall business value, as indicated by the income capitalization or sales

12. William F. Sharpe, "Capital Asset Prices: A Theory of Market Equilibrium under Conditions of Risk," *The Journal of Finance* 19, no. 3 (Sept. 1964): 425–442.

13. Ibid.

14. In USPAP Standards Rule 1-6 states, "In developing a real property appraisal, an appraiser must: (a) reconcile the quality and quantity of data available and analyzed within the approaches used; and (b) reconcile the applicability or suitability of the approaches used to arrive at the value conclusion(s)." Appraisal Standards Board, *Uniform Standards of Professional Appraisal Practice*, 2014–2015 ed. (Washington, DC: The Appraisal Foundation, 2014).

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comparison approaches, then some further analysis beyond the overall value from such approaches will be necessary. A cost approach analysis may or may not have been completed in a manner to indicate directly the target value to be appraised. If a unit-in-place cost approach was developed, then business intangibles were likely excluded, but real and personal property may still be intermingled, requiring further analysis. If a trended original cost approach was employed, it may have reported the value of real and personal property separately. Typically the further analysis will include the use of various allocation techniques.[15] Extraction techniques are not typically utilized due to the lack of detail usually available in the market data.[16]

Unitary Valuation

Sometimes it is more credible and reliable to appraise a single power plant by utilizing a unitary method of valuation.[17] Commonly used in some states for property taxation, unitary valuation is a type of allocation where the first step is to appraise the entire company that owns the subject plant alongside other business activities and assets. After concluding the value for the company, techniques are used to allocate the portion of the business value attributable to the subject plant. Lastly, if needed, the allocated plant value is further allocated to real and personal property and business intangible values.

Conclusion

Appraising power plants is a specialty practice and requires the utilization of infrequently employed appraisal theory and techniques, but in the end, no new practices will be needed for the well-read appraiser.

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15. Allocation is a method of estimating land value in which sales of improved properties are analyzed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or the comparable sale being analyzed. *Dictionary of Real Estate Appraisal*, 5th ed., 7. While written using land and building as examples, the underlying principle can be applied to other parts of an overall asset.

16. Extraction is "a method of estimating land value in which the depreciated cost of the improvements on the improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land." Ibid., 73. While written using land and building as examples, the underlying principle can be applied to other parts of an overall asset.

17. In assessment, the unit rule is a method that values the property within a particular jurisdiction based on the fair share of the value of an operating enterprise of which the property is an integral part. The unit value concept values all the property as a going concern without geographical or functional division of the whole and includes tangible and intangible assets. The unit rule concept is typically associated with the valuation of public utilities, telecommunications networks, railroads, and other transportation properties. *Dictionary of Real Estate Appraisal*, 5th ed., 202

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Web Connections

Internet resources suggested by the Y. T. and Louise Lee Lum Library

American Public Power Association, Resources
http://www.publicpower.org/resources/

Electric Power Research Institute
http://www.epri.com

Federal Energy Regulatory Commission
http://www.ferc.gov

General Electric Power and Water
https://www.gepower.com/

National Renewable Energy Laboratory
http://www.nrel.gov/

Nuclear Energy Institute, Resources and Stats
http://www.nei.org/Knowledge-Center

US Department of Energy
—Office of Nuclear Energy
http://energy.gov/ne/office-nuclear-energy

—Energy Information Administration
http://www.eia.gov/

US Nuclear Regulatory Commission
http://www.nrc.gov/

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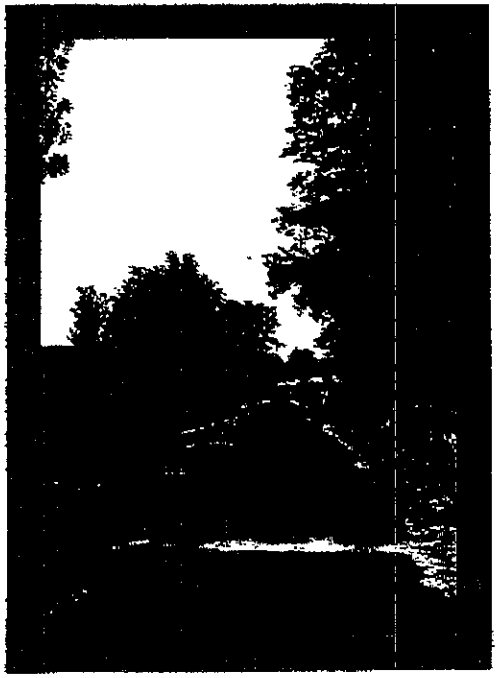

Appraising Railroad Corridors for Recreational Trail Use

Appraisal Institute

EXHIBIT D

Contractor's Performance Schedule

S V S
STANDARD
VALUATION SERVICES

27 EAST JERICHO TURNPIKE
MINEOLA, NEW YORK 11501
TEL 516-248-6922 FAX 516-742-4365

388 VETERANS MEMORIAL HWY, SUITE 530
HAUPPAUGE, NEW YORK 11788
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August 20, 2015

Expanded Time Line Scope of Work Summary

Project Management

- Assemble SVS team
- Technology and software acquisition and implementation
- Designating office space and establishing operating procedures with DOA
- Provide informational seminars to DOA
- Examination and Testing of Existing Valuation Models and Procedures

- Status meetings with DOA
- Project startup protocol meeting
- Obtain electronic files for assessment roll
- Obtain electronic files for property inventory
- Obtain electronic files for Sales File
- Obtain list of settlements, grievances, etc.
- Obtain list of property splits and merges
- Obtain list of building permits
- Obtain list of Sandy Damage properties
- Obtain GIS files

ORPTS Oversight

- Quarterly reports as needed

Public Relations (As needed)

Public Meetings

- (If service is requested by Nassau County)

Inventory Data Verification, Editing & Management

- Utility Properties (Class III and the Utility Component of Class IV)
  - ◊ Obtain all ORPTS Advisory Appraisals at startup
  - ◊ Identify inventory items needed, i.e. poles, utility lines, transmission lines

Expanded Time Line Scope of Work Summary

- Residential (Class I), Excluding property use Codes 300's and 500's
  - ◊ Obtain last 4 years of inventory (to match with sales files)
  - ◊ Obtain last 4 years of building permit data (to match with sales files)
  - ◊ Run SPSS to identify potential errors with data and identify outliers
  - ◊ Establish standard rules and procedures for specific housing types (similar data edits established by ORPTS, (sizes, styles, etc.)
  - ◊ Class One Condominium And Homeowner Associations inventory will be validated based on typical single family physical characteristics
  - ◊ Residential inventory will be stratified and analyzed based on specific property characteristics i.e.. (Style , grade, CDU, location, etc.)
  - ◊ Provide monthly report of parcels that require correction.
  - ◊ Recommendations for data correction (excludes neighborhood)
  - ◊ Reports and analysis will be established by defined neighborhoods (see below)
  - ◊ Identify Class 483 (converted residences) to determine if property is in the correct Class (I or IV). Confirm use with DOA to ensure properties are classified correctly so that they can be valued appropriately
  - ◊ Split lot review
- Identify potential split use properties (residential and commercial use, i.e. single family house with a marina).
  - ◊ Confirm use with DOA to ensure properties are classified correctly so that they can be valued appropriately

Sales Verification & Analysis & Edits
(consider foreclosures in various markets)

- Utility Properties (Class III and the Utility Component of Class IV)
  (please see attached supplemental Scope of Work details from Federal Appraisals)
- Residential (Class I), Excluding property use Codes 300's and 500's
  - ◊ Obtain electronic files for Sales File for last three years
  - ◊ Develop procedures with DOA to create a valid sales file
  - ◊ Create a file containing all valid sales
  - ◊ Cross check file with DOA's sales file
  - ◊ A report listing discrepancies will be prepared and reviewed with DOA
  - ◊ Final valid sales file will be reviewed and authorized with DOA
  - ◊ Create holdout sample of sales for testing purposes in accordance with IAAO established procedures
  - ◊ Use SPSS to conduct sales ratio analysis based on agreed area of stratification/delineation with DOA

Expanded Time Line Scope of Work Summary

- ◊ Test & evaluate current IAAO comparable weighting scale relating to locational proximity adjustments and sales selection
- ◊ Value 483.01 Class (Partially converted residential properties) as residential, with sales of similar use. If it is determined that primary use is commercial, provide list to DOA so that these parcels can be included in the Class 4 valuation. Will utilize DOA as well as ORPTS assessment manuals to assist in determining the proper valuation methodology

Residential Vacant Land

- ◊ Identify Vacant Land Sales for the past four years to assist in benchmarking land tables
- ◊ Land tables will be analyzed to identify key site characteristics, i.e. waterfront, commercial, railroad influence, etc.
- ◊ Review existing land factors to determine if additional factors are required, or additional factors need to be modified. This includes the increment and decrement adjustments applied.
- ◊ Land valuation table changes, land factor changes

Neighborhood Delineation/analysis & refinement

- Use classical appraisal methodology to review current delineation and identify any necessary refinements
- Apply model fabric analysis using statistical models where traditional neighborhoods are not part of the equation.
- Allows for spatial review isolating location
- Provide GIS maps indicating neighborhoods and changes, if required
- Identifies highly correlated property characteristics.
- Grades, CDU'S, Location Factors, Styles, And IAS Coefficients
- Locational influence change recommendations

Review

- Utility Properties (Class III and the Utility Component of Class IV)
  (please see attached supplemental Scope of Work details from Federal Appraisals)

- Residential (Class I), Excluding property use Codes 300's and 500's
- GIS review of each model (plot predicted values, identify weaknesses, determine uniformity, etc.) - on-going through the project

Market & Statistical Analysis/ Trending & LOA Analysis

- Review current system for development of market trends
- Analyze sales for current market trends
- Market Trends as independent variables in regression analysis
  Utilize spline procedures in order to capture changing market trends
  Identify sub-strata trend groups

Expanded Time Line Scope of Work Summary

Valuation Development/ Testing & production

- Utility Properties (Class III and the Utility Component of Class IV)
  (please see attached supplemental Scope of Work details from Federal Appraisals)

- Residential (Class I), Excluding property use Codes 300's and 500's

  ◊ Review current valuation model creation procedures
  - ~ Identify level of education of county modelers
  - ~ Provide recommendations for changes and improvements

  ◊ Review software system model process
  - ~ Data analysis
  - ~ Regression analysis
  - ~ Model application
  - ~ Value review
  - ~ Review of comparable sales results including distance points
  - ~ Create test model using current system and one using a generic statistical software program (SPSS)
  - ~ Review of modeling variable adjustments (s.f, land size, locations, grade, CDU, garage, etc).
  - ~ If current system performs equally to generic statistical software programs, create all models in current system.
  - ~ Model change and delineation recommendations (on-going through project)
  - ~ If current system under-performs, create models in SPSS, as a check. It is understood that all models must be in workable order within the Nassau County IAS\ADAPT System
  - ~ High Value And Outlier Values And Methodologies – Over $1,500,000 And Over $3,500,000
  - ~ Condominium and homeowner association analysis

- Cost Table Review and Recalibration
  a) Cost table review and recalibration
  b) Review Of Depreciation Methodology And Management In IAS/Adapt
  c) Review Of Other Building And Yard Cost Tables

  ◊ Provide summary of findings with recommendations

Expanded Time Line Scope of Work Summary

Testing & production

- ◊ Perform Statistical analysis review
  - o Ratio Studies
  - o Model narratives including findings and areas of concern
  - o Review application of model to general population
  - o Value testing of IAS values
  - o Impact studies by various property characteristics and locational boundaries
  - o Recommendations For Resetting The MRA Matrix/Coefficients In IAS/Adapt
  - o Recalibration of Multiple Regression Analysis (MRA) components
- ◊ GIS review of each model
  - o Review both sales and values applied to population
  - o Identify any locational weaknesses
  - o Review model uniformity by attributes
- ◊ Ensure compliance with ORPTS & IAAO
- ◊ Update system with current models

Prepare values for tentative Result

- ◊ Utility Properties (Class III and the Utility Component of Class IV)
- ◊ Residential (Class I), Excluding property use Codes 300's and 500's

Assessor recalculates exemptions

Review/Test tentative Result

- Utility Properties (Class III and the Utility Component of Class IV)
- Residential (Class I), Excluding property use Codes 300's and 500's
- Analyze values on tentative roll to ensure the same or better quality result from the model process.
- Create test Model using current system and one using secondary statistical software program (SPSS) - (on-going through project)
- Utilize both statistical and GIS tools

Expanded Time Line Scope of Work Summary

ORPTS Review/Test tentative Result

- Utility Properties (Class III and the Utility Component of Class IV)
  Produce and Submit appropriate documentation to ORPTS, as required
- Residential (Class I), Excluding property use Codes 300's and 500's
  Produce and Submit appropriate documentation to ORPTS, as required

Finalize Tentative Result

- Utility Properties (Class III and the Utility Component of Class IV)
  Produce and Submit appropriate documentation to DOA, as required
- Residential (Class I), Excluding property use Codes 300's and 500's
  Produce and Submit appropriate documentation to DOA, as required

Additional Market & Statistical Analysis

- Utility Properties (Class III and the Utility Component of Class IV)
- Residential (Class I), Excluding property use Codes 300's and 500's
- Analyze values on final roll to ensure the same or better quality result from the tentative roll.
- Utilize both statistical and GIS tools

Additional Testing for the Final Result

- Utility Properties (Class III and the Utility Component of Class IV)
- Residential (Class I), Excluding property use Codes 300's and 500's
- Use holdout sample to test the accuracy and consistency of final assessment roll

Produce Final Result

August 20, 2015

ITEM	SCOPE OF WORK/DELIVERABLES	DELIVERABLE DATE OR RANGE
1	Recommendations for data correction (excludes neighborhood)	9/14/2015 through 3/1/2016
2	Sales file review - On going process from beginning of project through valuation phase and beyond lockdown date	9/14/2015 through 7/1/2017
3	Create holdout sample for testing purposes	8/1/2017
4	Use SPSS to conduct Sale Ratio Studies	9/14/2015 through 11/1/2017
5	Provide GIS maps indicating neighborhoods and changes, if required	9/14/2015 through 7/1/2017
6	GIS review of each model (plot predicted values, identify weaknesses, determine uniformity, etc.) - on-going through project	9/14/2015 through 7/1/2017
7	Review of comparable sales results including distance points	9/14/2015 through 6/1/2017
8	Review of modeling variable adjustments (s.f, land size, locations, grade, CDU, garage, etc)	9/14/2015 through 6/1/2017
9	High Value/Unique Property Review	9/14/2015 through 7/1/2017
10	Outlier analysis and recommendations (on-going through project)	9/14/2015 through 7/1/2017
11	Neighborhoods within each model changes	9/14/2015 through 7/1/2017
12	Model change and delineation recommendations (on-going through project)	2/1/2017
13	Locational influence change recommendations	2/1/2017
14	Condominium and homeowner association analysis	2/1/2017
15	Recalibration of Multiple Regression Analysis (MRA) components	4/1/2017
16	Split lot review	6/1/2017
17	Land valuation table changes, land factor changes	4/1/2017
18	Cost tables and depreciation change recommendations	4/1/2017
19	Review of exemption property data (on-going through project)	1/1/2017

ITEM	SCOPE OF WORK/DELIVERABLES	DELIVERABLE DATE OR RANGE
20	Provide report to DOA listing discrepancies	1/1/2017
21	IAS Market Analysis results and recommendations	7/1/2017
22	Value testing of IAS values	7/1/2017
23	Create test Model using current system and one using secondary statistical software program (SPSS) - (on-going through project)	7/1/2017
24	Error edit recommendations	7/1/2017
25	Test accuracy and consistancy of Final Roll using "holdout" sample	8/1/2017
26	Test of Tentative Roll results in IAS - Use both statistical and GIS tools	7/1/2017
27	Produce Final Roll	10/1/2017
28	Personnel requirements and training	3/1/2017

>	Written approval from the Project Manager (County) is required for any change in the above listed deliverable dates.
>	Weekly status meetings will occur commencing with the start of the Contract/Agreement.
>	It is understood by the contractor that additional status meetings may occur at the request of the Project Manager (County).
>	The contractor will provide the Project Manager (County) with Monthly Written Reports (commencing thirty (30) days after the start of this Contract/Agreement and continuing every thirty (30) days until the conclusion of this Contract/Agreement. The Monthly Written Reports will detail the progress of all deliverables.
>	In addition, at the completion of this Contract/Agreement, the contractor will provide the Project Manager (County) with all Written Reports detailing all deliverables completed during the period of the Contract/Agreement.
>	All individual reports, edits and other materials transferred between the Contractor and the County should be delivered in both paper form and electronically. This includes, but not limited to reports created and maintained in Excel, SPSS & GIS.

Federal Appraisal & Consulting

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July 23, 2015

Matthew L. Smith, MAI, SRA, MRICS
Standard Valuation Services
27 East Jericho Turnpike
Mineola, NY 11501

RE: Initial Nassau County Systematic Review Scope of Work – Class III Property

Dear Mr. Smith:

This letter presents our proposed scope of work based on the initial information we have available to us at this time. This scope of work assumes that we will receive substantial amounts of the necessary data on the Class III properties that are the Subjects of this portion of the Systematic Review prior to starting work. The requested information includes the following:

1. A full inventory of all of the Class III and Class IV Utility properties currently on the tax rolls,
2. All available assessment records on all of the properties,
3. All available information on any current or past court cases, decisions, PILOTS and settlements on any of the properties, and
4. Any other information deemed to be relevant to the Systematic Review.

Given the size and complexity of this activity, we anticipate and will accommodate unexpected information and complications as we work through this process. These unexpected details may require revisions to the following initial scope of work.

Assemble the data and set up the files and systems needed for the review; Identify the various property types and analyses required; Set up the analysis teams for each type of property. Complete the systematic analysis of all current assessments to determine which require further analysis and potential adjustment.

If the analysis indicates that uniformity in a property type is good and that assessments are equivalent to current values, no change may be necessary.

If the analysis indicates that uniformity in a property type is good but that assessments are not equivalent to current values, the assessments may be trended to current rates.

If the analysis indicates that there is a lack of uniformity in a group or not enough data to determine uniformity, a reappraisal will be conducted for those parcels using one or more of the three accepted approaches to value (cost, market, or income). We anticipate using primarily cost approach techniques for the Class III Utility Company machinery and equipment, and a combination of sales, cost, and income approach techniques for the Class III special franchise real property rights and the Class IV utility properties.

Complete reappraisals for the standard property types and properties with no special issues; Identify the atypical properties and properties with additional issues and / or analyses required; Begin the analyses on atypical properties and properties with additional issues. Both Computer

Assisted Mass Appraisal ("CAMA") and individual property appraisal processes and procedures will be utilized to optimize the accuracy and efficiency of the reassessment process. All of these analyses and reports will conform to the appropriate standards of the Uniform Standards of Professional Appraisal Practice ("USPAP").

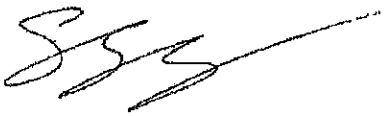
We will follow a standard appraisal process when developing the reappraisals for ad valorem tax assessment purposes. The standard appraisal process includes the following steps:

1. Definition of the Problem – This step includes identification of the real estate being appraised, the property rights being appraised, the intended use of the appraisal for ad valorem reassessment purposes, the date or dates of value, the definition of value used in the appraisal, and any other assumptions or other limiting conditions.
2. Initial data collection and analysis – Including initial conclusions of Highest and Best Use
3. Completion of one or more of the three Approaches to Value – Cost, Market, and Income Approaches to value are considered
4. Reconciliation and Final Conclusions of Value – Indications of value from the various approaches are reconciled into a final conclusion of value
5. Report writing – The report is written to a sufficient level of detail to support the intended use.

In addition to completing the various valuation exercises in conformity with USPAP, we will also consider the Special Franchise Assessments and Full Values Procedure for City, Town, and Village Assessment Rolls as published by the New York Department of Taxation and Finance, and will utilize the procedures and guidelines therein where appropriate. A copy of these procedures is attached to this document.

Should you have any questions with regard to the matters discussed herein, or if we can be of any further assistance to you, please contact Mr. Mark Pomykacz by phone at (908) 534-3595 or through email at MPomykacz@FederalAppraisal.com.

Respectfully submitted,



Mark Pomykacz, MAI, MRICS
Managing Partner
State Certified General Real Estate Appraiser
New York License #46000000871

Department of
Taxation and Finance

Special Franchise Assessments and Full Values Procedure for City, Town and Village Assessment Rolls

For questions concerning this procedure contact:

Special Franchise
Phone: (518) 530-4900

1 Scope

2 Valuation of Special Franchise

3 Calculation of Special Franchise Assessments and Full Values

4 Schedules of Service Lives and Salvage Factors

Part 1 Scope

These procedures shall apply to the calculation and establishment of special franchise full values and assessments for the assessment rolls of cities, towns and county assessing units beginning with the 2006 assessment roll.

Part 2 Valuation of Special Franchise

1. Valuation of special franchise property, generally.
   a. In an assessing unit which has completed a reassessment or which is expected to complete a reassessment, the value of the special franchise property equals the reproduction cost new, less depreciation of the tangible property, plus the value of the intangible property.
   b. In an assessing unit which has not completed a reassessment and which is not expected to complete a reassessment, the value of the base property and the value of the subsequent property are determined as follows:
      1. The value of the base property equals the value of the tangible base property, plus the value of the intangible base property.
      2. The value of the subsequent property equals the reproduction cost new, less depreciation of the tangible subsequent property plus the value of the intangible subsequent property.
2. Calculation of reproduction cost new.
   a. Reproduction cost new for a valuation unit of an account of property other than telephone and telecommunication property reported under 20 NYCRR 8197-2.1, equals the original cost divided by the year installed index, multiplied by the price level index, as set forth in the Handy-Whitman Index.
   b. Where the Handy-Whitman and the AUS Telephone Plant indices provides semiannual cost indices, the year installed index equals the sum of the following:
      1. 100 percent of the latest available cost index for a valuation unit installed during the year preceding the year in which the assessment roll on which the special franchise assessment or full value is to be entered is completed and filed; and

2. for all other valuation units, the sum of the following:
    i. 50 percent of the cost index as of July 1st of the year of installation;
    ii. 25 percent of the cost index as of the January 1st immediately preceding that used in subparagraph (i) of this paragraph; and
    iii. 25 percent of the cost index as of the January 1st immediately succeeding that used in subparagraph (i).

c. Reproduction cost new for a valuation unit of an account of telephone and telecommunication property, reported under 20 NYCRR 8197-2.1, equals the original cost divided by the year installed index, multiplied by the price level index, as set forth in the AUS Telephone Plant.

d. If a special franchise owner or municipal corporation has previously contested an index, unit price or other figure used in the computation of a special franchise assessment or special franchise full value, and establishes that a different figure should have been used, that figure may be used to compute the tentative special franchise assessment or tentative special franchise full value.

3. Valuation of tangible property.

a. In an assessing unit which has completed a reassessment or which is expected to complete a reassessment, the reproduction cost new, less depreciation of the tangible property of a special franchise shall be determined as follows:

1. The reproduction cost new, less depreciation (RCNLD) of each account of property reported under 20 NYCRR 8197-2.1 is determined as follows:
    i. Determine the reproduction cost new of each valuation unit by trending surviving original cost.
    ii. Multiply the result for each valuation unit by factors for physical depreciation and subtract the result from subparagraph (i) of this paragraph.
    iii. Multiply the result of subparagraph (ii) by a factor for functional obsolescence, if applicable, and subtract from the result of subparagraph (ii).
    iv. Multiply the result of subparagraph (iii) by a factor for economic obsolescence, if applicable, and subtract from the result of subparagraph (iii).
    v. In no instance shall the result of the deductions for physical, functional and economic depreciation exceed the minimum percent condition of five percent of reproduction cost new.
2. The reproduction cost new, less depreciation of each account of property reported under 20 NYCRR 8197-2.3 (or 8197-2.6) is determined as follows:
    i. Multiply the number of units of measurement in each valuation unit by the appropriate unit price. Prices are on file in the Valuation Services Bureau.
    ii. Multiply the result for each valuation unit by factors for physical depreciation and subtract the result from subparagraph (i) of this paragraph.
    iii. Multiply the result of subparagraph (ii) by a factor for functional obsolescence, if applicable, and subtract from the result of subparagraph (ii).
    iv. Multiply the result of subparagraph (iii) by a factor for economic obsolescence, if applicable, and subtract from the result of subparagraph (iii).
    v. In no instance shall the result of the deductions for physical, functional and economic depreciation exceed the minimum percent condition of five percent of reproduction cost new.
3. The reproduction cost new, less depreciation (RCNLD) of the tangible property of the special franchise equals the sum of the reproduction costs new, less all forms of depreciation (physical, functional and economic) depreciation of the special franchise in the assessing unit.

b. In an assessing unit which has not completed a reassessment and which is not expected to complete a reassessment, the value of the tangible base property and the reproduction cost new, less depreciation of the tangible subsequent property of the special franchise owner shall be determined as follows:

1. The value of the tangible base property is determined by multiplying the surviving original cost of the tangible base property in each account by the percent condition used to establish the 1953 assessment of the special franchise and adding the results for all of the accounts.
2. The reproduction cost new, less depreciation of the tangible subsequent property is determined in the manner provided in subdivision (a) of this section.

4. Allowance for physical depreciation.
   a. Subject to the limitations in subdivisions (b) and (c); of this section, in determining the value of tangible property, there shall be an allowance for physical depreciation of surviving property in the account calculated as follows:
      1. Subtract the appropriate net salvage percent from 1.00.
      2. Divide the age of the property by its service life.
      3. Multiply the result obtained in paragraph (1) by the result obtained in paragraph (2).
   b. In the calculation of physical depreciation, the result of age divided by service life may not exceed 1.0000.
   c. The allowance for physical depreciation may not be greater than:
      1. 80 percent through 120 percent of service life; At the point where the percent condition reaches 20%, the annual rate of depreciation alters to a slope that is determined by a straight line that decreases at a ratio of an additional 15% condition to the difference between 80% and 120% of service life; or
      2. 95 percent over 120 percent of service life.
   d. If a special franchise owner or municipal corporation has previously contested a service life, net salvage percentage or other figure used in the computation of a special franchise assessment or special franchise full value, and establishes that a different figure should have been used, that figure may be used to compute the tentative special franchise assessment or tentative special franchise full value.
5. Allowance for functional obsolescence. There shall be an allowance for functional obsolescence where the application submitted by a special franchise owner demonstrates the existence of functional obsolescence. The allowance shall be expressed as a factor.
6. Allowance for economic obsolescence. There shall be an allowance for economic obsolescence where the application submitted by a special franchise owner demonstrates the existence of economic obsolescence. The allowance shall be expressed as a factor.
7. Valuation of intangible property.
   a. In an assessing unit which has completed a reassessment or which is expected to complete a reassessment, the value of the intangible property shall be the greater of:
      1. five percent of the reproduction cost new, less depreciation of the tangible property; or
      2. the capitalized excess earnings attributable to the intangible property in the assessing unit
      3. if the capitalized excess earnings attributable to the intangible property cannot be determined due to the unavailability of required data, then the value of the intangible property shall equal five percent of the reproduction cost new, less depreciation of the tangible property.
   b. In an assessing unit which has not completed a reassessment and which is not expected to complete a reassessment, the value of the intangible base property and the intangible subsequent property are determined as follows:
      1. The value of the intangible base property equals five percent of the value of the tangible base property.
      2. The value of the intangible subsequent property is the greater of:
         i. five percent of the reproduction cost new, less depreciation of the tangible subsequent property; or
         ii. the capitalized excess earnings attributable to the intangible subsequent property in the assessing unit; or

iii. If the capitalized excess earnings attributable to the intangible subsequent property cannot be determined due to the unavailability of required data, then the value of the intangible subsequent property shall equal five percent of the reproduction cost new, less depreciation of the tangible subsequent property.

8. Excess earnings rule.
   a. The capitalized excess earnings shall be determined as follows:
      1. Determine the rate base, the achieved rate of return and the market required rate of return, as defined in subdivision (e) of this section.
      2. Add one percent to the market required rate of return and subtract the sum from the achieved rate of return.
      3. If the result is greater than zero, multiply the result by the rate base and capitalize the product at a rate equal to the market required rate of return plus one percent.
   b. The capitalized excess earnings attributable to the intangible property or the intangible subsequent property in the assessing unit shall be determined by multiplying the capitalized excess earnings by the State allocation factor, if applicable, and the assessing unit allocation factor.
   c. The computations required by this section shall be based upon averages of the data for the five fiscal years immediately preceding the date as of which the property is to be valued; provided, however, that where less than five years of data are available, the computations shall be based upon the averages of the data that are available within that period.
   d. The computations required by this section shall not apply to a waterworks corporation with annual operating revenues of less than $250,000 or to a cable television company with less than 1,000 subscribers and an operating income for the immediately preceding fiscal year of less than $250,000.
   e. When used in this section:
      1. Achieved rate of return means net operating income divided by the rate base.
      2. Amortization means that gradual extinguishment of an amount in an account by distributing the amount over a fixed period, such as the life of the asset or liability to which it applies, or the period during which it is anticipated the benefit will be realized.
      3. Assessing unit allocation factor means:
         i. in an assessing unit which has completed a reassessment or is expected to complete a reassessment, the ratio that the reproduction cost new, less depreciation of the tangible property within the assessing unit bears to the reproduction cost new, less depreciation of all of the tangible property of the special franchise owner within New York State; or
         ii. in an assessing unit which has not completed a reassessment and is not expected to complete a reassessment, the ratio that the reproduction cost new, less depreciation of the tangible subsequent property within the assessing unit bears to the reproduction cost new, less depreciation of all of the tangible property of the special franchise owner within New York State.
      4. Capital structure means the sum of long-term debt, preferred stock, common equity and deferred income taxes using year-end book cost as of the close of the calendar year for special franchise owners which report to the Public Service Commission or the Federal Energy Regulatory Commission, and as of the close of the fiscal year for all other special franchise owners. For purposes of determining the capital structure of a special franchise owner, which is a subsidiary of a parent company, the ratio of debt to equity of the special franchise owner shall be the same as the ratio of debt to equity approved for the special franchise owner by the appropriate regulatory agency in the most recent rate case or, if there has been no such rate case, the ratio of debt to equity of the parent.
      5. Common equity means the amount of common stock plus premium on common stock plus retained earnings less reacquired common stock less common stock expense plus any additional paid-in capital associated with common stock, as reported on the

financial statement submitted to the appropriate regulatory agency or ORPTS.

6. Debt discount means the excess of the face value of the debt securities plus interest accrued at the date of the sale over the cash value of the consideration received from their sale.
7. Debt expense means all expenses in connection with the issuance and initial sale of evidences of debt, such as fees for drafting mortgages and trust deeds, fees and taxes for issuing or recording evidences of debt, cost of engraving and printing bonds and certificates of indebtedness, fees paid trustees, specific costs of obtaining governmental authority, fees for legal services, fees and commissions paid underwriters, brokers, and salesmen for marketing such evidences of debt, fees and expenses of listing on exchanges and other like costs.
8. Deferred income taxes means the amount of Federal corporate income tax liability not presently payable resulting from the use of accelerated depreciation and amortization and investment tax credits.
9. Embedded cost of debt means the annualized interest on long-term debt, plus the annual amortization of debt discount and debt expense, less the annual amortization of a premium on long-term debt, all divided by long-term debt. For a special franchise owner which is subsidiary of a parent company, the embedded cost of debt shall be the same as the embedded cost of debt approved for the special franchise owner by the appropriate regulatory agency in the most recent rate case or, if there has been no such rate case, the embedded cost of debt of the parent.
10. Embedded cost of preferred stock means preferred stock dividends annualized divided by preferred stock.
11. Long-term debt means the unpaid balance of notes, bonds and other evidences of debt payable after one year from the date issued plus any unamortized premium less unamortized debt discount and debt expense and any reacquired long-term debt.
12. Market required rate of return means:
    i. Except as otherwise provided in this paragraph, the sum of the following calculations:
        a. long term debt / capital structure x embedded cost of debt
        b. preferred stock / capital structure x embedded cost of preferred stock
        c. common equity / capital structure x rate of return on common equity
    ii. For a pipeline corporation which is subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) pursuant to the Connolly Hot Oil Act (15 USC §§ 715 et seq.), the yield shall be the median return on rate base for like companies as reported in the annual report to FERC.
    iii. For a cable television company or a pipeline corporation which is also an unregulated special franchise owner, the yield shall be the average return on common equity calculated from the financial reports for like companies.
13. Preferred stock means the amount of the preferred stock plus any unamortized premium on preferred stock less reacquired preferred stock less preferred stock expense, plus any additional paid in capital associated with preferred stock.
14. Premium means, as applied to securities issued or assumed by the special franchise owner, the excess of the cash value of the consideration received from their sale over the sum of their par (stated value of the stocks without par value) or face value and interest or dividends accrued at the date of sale.
15. Prepayments means outlays for benefits or services which apply to or will directly benefit future operations.
16. Rate base means the value of a special franchise owner's investment on which it is allowed to earn a return, including but not limited to the net original cost of net utility

plant or net telephone plant as reported to the appropriate regulatory agency, working capital requirements and construction work in progress, the net of non regulatory assets and liabilities which the company is allowed to earn on less plant acquisition adjustments, except that:

i. In the case of a pipeline corporation which is subject to the jurisdiction of the Federal Energy Regulatory Commission pursuant to the Connolly Hot Oil Act (15 USC §§ 715 et seq.), rate base means the reproduction cost new, less depreciation of improvements and personal property, the value of land, the value of rights-of-way and working capital, and

ii. In the case of a cable television company or a pipeline corporation which is also an unregulated special franchise owner, rate base means the reproduction cost new, less depreciation of improvements and personal property, the value of land and working capital.

17. Rate of return on common equity means the rate of return on common equity most recently allowed by the appropriate regulatory agency. If there has been no such allowance within the last two calendar years, a rate of return on common equity is derived from the average of common equity rate of return from similar type corporations.
18. State allocation factor means:
    i. For an interstate company other than a pipeline corporation, the revenues within New York divided by the gross revenues.
    ii. For an interstate pipeline corporation, the sum of:
        a. Barrels, MCFs or Dekatherms Delivered in New York x 25%
           total Barrels, MCFs or Dekatherms Delivered
        b. Investment in Pipeline in New York x 45%
           Total Investment in Pipeline
        c. Mileage in New York x 30%
           Total Mileage
19. Working capital means an allowance for expenditures required to conduct business including, but not limited to material and supplies, and prepayments. The working capital component of rate base shall be computed as follows:
    i. For purposes of electric, gas and steam, the maintenance expenses are added to the operation expenses from which purchased electric and gas are subtracted to arrive at net operating expenses. One seventh of the net operating expenses are then added to materials and supplies, gas stored underground, liquefied natural gas and prepayments.
    ii. For purposes of water, the maintenance expenses are added to the operation expenses from which purchased water is subtracted arriving at net operating expenses. One seventh of the net operating expenses is then added to materials and supplies and prepayments.
    iii. For purposes of telephone, telecommunications and CATV seven percent of the operating expenses less depreciation is added to the materials and supplies and prepayments.

Part 3 Calculation of Special Franchise Assessments and Full Values

1. Computation of tentative special franchise full value and tentative special franchise assessment.
    a. In an assessing unit which has completed, or is expected to complete, a reassessment, the tentative full value shall be computed as follows:
        1. The full value of the special franchise property is computed at the "full value standard" for the current assessment roll.
    b. In an assessing unit which has not completed a reassessment and which is not expected to complete a reassessment and still has utility base property, the tentative special franchise assessment shall be computed as follows:

1. The assessed value of the base property is determined by multiplying the value thereof by the final State equalization rate for the 1953 assessment roll.
2. The full value of the subsequent property is computed at the "full value standard" for the current assessment roll
3. The assessed value of the subsequent property is determined by multiplying the full value thereof by the final State equalization rate for the latest final assessment roll; provided, however, that if the final equalization rate for that roll has not been established at the time the tentative special franchise assessment is to be determined, the tentative equalization rate for that roll shall be used in lieu thereof.
4. The tentative special franchise assessment equals the assessed value of the base property plus the full value of the subsequent property.

c. The inventory date of special franchise property shall be July 1st of the year preceding the year in which the assessment roll on which the special franchise assessment or full value will be entered is filed in the office of the city or town clerk, except that the value shall include significant changes to plant and equipment of $25,000 or more per SWIS/plant account reported by the special franchise owner for the six months prior to the inventory date.

The inventory date shall be July 1st of the second year preceding the date required by law for filing of the final assessment roll for purposes of all village assessment rolls.

Part 4 Schedules of Service Lives and Salvage Factors

1. Schedule of service lives and net salvage percentages for Class A and Class B utilities, as defined by the Public Service Commission, for property outside of New York City:

Account Number	Account Name	Service Life	Net Salvage Percentage
190.0	All Electric	50	0
353.0	Trans Station Equipment	40	(5)
354.0	Trans Towers and Fixtures	50	(10)
355.0	Trans Poles and Fixtures	40	(10)
356.0	Trans OH Conductors & Devices	45	(5)
357.0	Trans Underground Conduit	60	(5)
358.0	Trans UG Conductors & Devices	45	(5)
362.0	Station Equipment	40	0
364.0	Poles, Towers & Fixtures	35	(20)
365.0	Overhead Conductors & Devices	40	(10)
366.0	Underground Conduit	65	(5)
367.0	UG Conductors & Devices	40	(5)
368.0	Line Transformers	30	0

369.0	Services	35	(45)
369.1	Overhead Services	35	(40)
369.2	Underground Services	40	(35)
371.0	Inst. on Customer Premises	20	0
373.0	Street Lighting	25	(25)
373.1	Overhead Street Lighting	20	(25)
373.2	Underground Street Lighting	30	(20)
397.0	Communications Equipment	15	5

STEAM

Account Number	Account Name	Service Life	Net Salvage Percentage
353.0	Mains	50	(10)
359.0	Services	50	(10)

GAS

Account Number	Account Name	Service Life	Net Salvage Percentage
290.0	All Gas	50	0
332.0	Field Lines	40	(5)
334.0	Field M&R Station Equip.	35	(5)
353.0	Lines	40	(5)
367.0	Trans Mains	55	(10)
369.0	Trans Measuring & Regulating	30	(5)
376.0	Mains	60	(15)
377.0	Compressor Station Equipment	25	(10)
378.0	Measuring & Regulating-Genera	35	(5)
380.0	Services	45	(35)

385.0	Industrial Measuring & Reg.	30	(5)
387.0	Other Equipment	20	0

PIPELINE

Products Pipeline

Account Number	Account Name	Service Life	Net Salvage Percentage
153.0	Line Pipe	40	(5)
160.0	Other Station Equipment	30	(5)

Gas Pipeline

Account Number	Account Name	Service Life	Net Salvage Percentage
332.0	Field Lines	50	(20)
367.0	Transmission Mains	50	(10)
369.0	Meas. & Reg. Equipment	30	(5)

LOCAL EXCHANGE COMPANIES

Account Number	Account Name	Service Life	Net Salvage Percentage
2212.0	Digit Electronic Switching	16	(7)
2215.0	Electro-Mech Switching	16	(7)
2232.0	Circuit Equipment	12	(2)
2232.1	Digital Circuit	12	(2)
2232.2	Analog Circuit	10	(2)
2232.3	Fiber Optic Circuit	12	5
2351.0	Public Telephones	12	0

2411.0	Pole Lines	25	(35)
2421.4	Aerial Cable-Metallic	22	(10)
2421.5	Aerial Cable-Fiber Optic	25	(10)
2422.4	Underground Cable-Metallic	22	(10)
2422.5	Underground Cable-F.Optic	30	(5)
2423.4	Buried Cable-Metallic	22	(3)
2423.5	Buried Cable-F.Optic	30	(3)
2424.4	Submarine Cable-Metallic	25	(2)
2424.5	Submarine Cable-F.Optic	35	(2)
2431.0	Aerial Wire	10	(40)
2441.0	Underground Conduit	55	(20)
7900.0	All Telephone	31	(9)

LONG DISTANCE COMPANIES (CARRIER)

Account Number	Account Name	Service Life	Net Salvage Percentage
2232.1	Digital Circuit	10	(2)
2232.2	Analog Circuit	10	(2)
2232.3	Fiber Optic Circuit	10	5
2411.0	Pole Lines	25	(35)
2421.4	Aerial Cable-Metallic	22	(10)
2421.5	Aerial Cable-F. Optic	25	(10)
2422.4	Underground Cable-Metallic	22	(10)
2422.5	Underground Cable-F. Optic	25	(5)
2423.4	Buried Cable-Metallic	22	(3)
2423.5	Buried Cable-F. Optic	25	(3)
2424.4	Submarine Cable-Metallic	25	(2)
2424.5	Submarine Cable-F. Optic	25	(2)

2431.0	Aerial Wire	10	(40)
2441.0	Underground Conduit	55	(20)

WATER

Account Number	Account Name	Service Life	Net Salvage Percentage
321	Pumping Structures & Impr.	45	(5)
325	Electric Pumping Equip.	30	5
343	Mains	85	(10)
345	Services	50	(50)
348	Hydrants	50	(15)
349	Other Plant (Trans & Dist.)	30	0

2. Schedule of service lives and net salvage percentages pertaining to Class C and Class D utilities, as defined by the Public Service Commission, for property outside of New York City:

ELECTRIC

Account Number	Account Name	Service Life	Net Salvage Percentage
354.1	Poles, Towers & Fixtures	35	(20)
354.2	Overhead Cond. & Devices	40	(10)
354.3	Overhead Services	35	(40)
356.1	Underground Conduit	65	(5)
356.2	Underground Cond. & Devices	40	(5)
356.3	Underground Services	40	(35)
358.0	Line Transformers	30	0
363.0	St. Lighting & Sig Sys.	25	(25)

WATER

321.0	Mains	85	(10)
323.0	Services	50	(50)
326.0	Fire Protection Plant	50	(15)
326.1	Hydrants	50	(15)

3. Schedule of service lives and net salvage percentages pertaining to cable television companies for property outside New York City:

CABLE TELEVISION

Account Number	Composite Mile Name	Service Life	Net Salvage Percentage
1242.110	Aerial Cable-Owned Poles	21	(10)
1242.120	Aerial Cable-Leased Poles	15	(10)
1242.410	Undergrnd Cable-Owned Cond.	21	(10)
1242.420	Undergrnd Cable-Leased Cond.	15	(10)
1242.500	Buried Cable	15	(3)

4. Schedule of service lives and net salvage percentages for Class A and Class B utilities, as defined by the Public service Commission, for property inside New York City:

ELECTRIC New York

Account Number	Account Name	Service Life	Net Salvage Percentage
190.0	All Electric	50	0
353.0	Trans Station Equipment	40	(10)
354.0	Trans Towers and Fixtures	45	(25)
355.0	Trans Poles and Fixtures	30	(15)
356.0	Trans OH Conductors & Devices	30	(10)
357.0	Trans Underground Conduit	60	(5)
358.0	Trans UG Conductors & Devices	40	0

362.0	Station Equipment	40	(1)
364.0	Poles, Towers & Fixtures	33	(25)
365.0	Overhead Conductors & Devices	38	(15)
366.0	Underground Conduit	70	(5)
367.0	UG Conductors & Devices	40	(10)
368.0	Line Transformers	40	(5)
369.0	Services	35	(45)
369.1	Overhead Services	35	(45)
369.2	Underground Services	50	(40)
371.0	Inst. on Customer Premises	15	0
373.0	Street Lighting	25	(15)
373.1	Overhead Street Lighting	25	(15)
373.2	Underground Street Lighting	40	(15)
397.0	Communications Equipment	15	5

STEAM New York City

Account Number	Account Name	Service Life	Net Salvage Percentage
353.0	Mains	50	(10)
359.0	Services	50	(10)

GAS New York City

Account Number	Account Name	Service Life	Net Salvage Percentage
290.0	All Gas	50	0
367.0	Trans Mains	55	(15)
369.0	Trans Measuring & Reg.	30	(5)
376.0	Mains	70	(25)
377.0	Compressor Station Equip.	25	(10)

378.0	Measuring & Regulating-Gen	35	(10)
380.0	Services	45	(50)
385.0	Industrial Measuring & Reg.	30	(5)
387.0	Other Equipment	20	0

(PIPELINE New York City Products Pipeline

Account Number	*Account Name*		
153.0	*Line Pipe*	*50*	*(5)*
160.0	*Other Station Equipment*	*30*	*(5))*

LOCAL EXCHANGE COMPANIES New York City

Account Number	Account Name	Service Life	Net Salvage Percentage
2212.0	Digit Electronic Switching	16	(7)
2215.0	Electro-Mech Switching	16	(7)
2232.0	Circuit Equipment	10	(5)
2232.1	Digital Circuit	10	(5)
2232.2	Analog Circuit	10	(5)
2232.3	Fiber Optic Circuit	10	5
2351.0	Public Telephones	10	0
2411.0	Pole Lines	35	(40)
2421.4	Aerial Cable-Metallic	22	(10)
2421.5	Aerial Cable-Fiber Optic	25	(10)
2422.4	Underground Cable-Metallic	22	(10)
2422.5	Underground Cable-F.Optic	30	(5)
2423.4	Buried Cable-Metallic	22	(3)
2423.5	Buried Cable-F.Optic	30	(3)
2424.4	Submarine Cable-Metallic	25	(7)
2424.5	Submarine Cable-F.Optic	35	(7)

2431.0	Aerial Wire	10	(45)
2441.0	Underground Conduit	60	(20)
7900.0	All Telephone	31	(9)

LONG DISTANCE COMPANIES (CARRIER) New York City

Account Number	Account Name	Service Life	Net Salvage Percentage
2232.1	Digital Circuit	10	(5)
2232.2	Analog Circuit	10	(5)
2232.3	Fiber Optic Circuit	10	5
2411.0	Pole Lines	35	(40)
2421.4	Aerial Cable-Metallic	22	(10)
2421.5	Aerial Cable-F. Optic	25	(10)
2422.4	Undergound Cable-Metallic	22	(10)
2422.5	Underground Cable-F. Optic	30	(5)
2423.4	Buried Cable-Metallic	22	(3)
2423.5	Buried Cable-F. Optic	30	(3)
2424.4	Submarine Cable-Metallic	25	(7)
2424.5	Submarine Cable-F. Optic	35	(7)
2431.0	Aerial Wire	10	(45)
2441.0	Underground Conduit	60	(20)

WATER New York City

Account Number	Account Name	Service Life	Net Salvage Percentage
321	Pumping Structures & Impr.	45	0
325	Electric Pumping Equip.	30	10

343	Mains	100	(20)
345	Services	50	(50)
348	Hydrants	50	(15)
349	Other Plant (Trans & Dist.)	30	0

Schedule of service lives and net salvage percentages pertaining to cable television companies for property inside New York City:

CABLE TELEVISION New York City

Account Number	Composite Mile Name	Service Life	Net Salvage Percentage
1242.110 Aerial Cable-Owned Poles	21	(10)	
1242.120 Aerial Cable-Leased Poles	15	(10)	
1242.410 Undergrnd Cable-Owned Cond.	21	(10)	
1242.420 Undergrnd Cable-Leased Cond.	15	(10)	
1242.500 Buried Cable	15	(3)	

Updated: December 09, 2013

Nassau County - Systematic Review & Analysis of Assessments

APPROXIMATE PROJECT TIMELINE (29 Months)
Timeline - Based on October 1, 2015 start

Completion Dates:

19/20 Roll Class 1 (Residential), Class 3 (Utility/Special Franchise), and Utility/Special Franchise component of Class 4

Item Name	Duration	Oct-Dec 2015	Jan-Mar 2016	Apr-June 2016	July-Sept 2016	Oct-Dec 2016	Jan-Mar 2017	Apr-June 2017	July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018 Class I & III
Project Management	Entire Project										
ORPTS Oversight	Entire Project										
Public Relations (As needed)	Entire Project										
Public Meetings (if service is requested by Nassau County)	6 Months										
Inventory Data Verification, Editing & Management											
——Utility Properties (Class III)	9 Months										
——Residential (Class I)	21 Months										
Sales Verification & Analysis & Edits (consider foreclosures in various markets)											
——Utility Properties (Class III)	9 Months										
——Residential (Class I)	21 Months										
Neighborhood Delineation/analysis & refinement	12 Months										
Review											
——Utility Properties (Class III)	12 Months										
——Residential (Class I)	21 Months										
Market & Statistical Analysis/ Trending & LOA Analysis	Entire Project										
Valuation Development/ Testing & production											
——Utility Properties (Class III)	9 Months										
——Residential (Class I)	21 Months										
Prepare values for tentative Roll											
——Utility Properties (Class III)	6 Months										
——Residential (Class I)	9 Months										
Assessor recalculates exemptions	3 Months										
Review/Test tentative Roll											
——Utility Properties (Class III)	6 Months										
——Residential (Class I)	9 Months										
ORPTS Review/Test tentative Roll											
——Utility Properties (Class III)	6 Months										
——Residential (Class I)	6 Months										
Finalize Tentative Roll											
——Utility Properties (Class III)	3 Months										
——Residential (Class I)	6 Months										
Additional Market & Statistical Analysis											
——Utility Properties (Class III)	3 Months										
——Residential (Class I)	6 Months										
Additional Testing for the Final Roll											
——Utility Properties (Class III)	3 Months										
——Residential (Class I)	6 Months										

EXHIBIT E

Payment Schedule

SUGGESTED PAYMENT SCHEDULE

(Based on 29 month payout - Starting in November 2015)
Payment Schedule below includes "Start-up" Payment at the commencement of the project
NOTE: Requests for payments are made 30 days in arrears

** "Start-up" costs include but are not limited to computer hardware (primary server, laptops, etc.), software, licenses, IT expenses, office equipment, lodging, travel, and start up of training and planning.*

CONTRACT AMOUNT $ 2,608,000

	Pmt #	Pmt Date	Payment	Cumulative	Outstanding	Annual Payment	
2015					$ 2,608,000		
	*	Start-up*	$ 150,000	$ 150,000	$ 2,458,000		
	1	November	$ 150,000	$ 300,000	$ 2,308,000		
	2	December	$ 150,000	$ 450,000	$ 2,158,000	$ 450,000	17.3%
2016	3	January	$ 100,000	$ 550,000	$ 2,058,000		
	4	February	$ 100,000	$ 650,000	$ 1,958,000		
	5	March	$ 100,000	$ 750,000	$ 1,858,000		
	6	April	$ 100,000	$ 850,000	$ 1,758,000		
	7	May	$ 100,000	$ 950,000	$ 1,658,000		
	8	June	$ 100,000	$ 1,050,000	$ 1,558,000		
	9	July	$ 85,000	$ 1,135,000	$ 1,473,000		
	10	August	$ 80,000	$ 1,215,000	$ 1,393,000		
	11	September	$ 80,000	$ 1,295,000	$ 1,313,000		
	12	October	$ 80,000	$ 1,375,000	$ 1,233,000		
	13	November	$ 80,000	$ 1,455,000	$ 1,153,000		
	14	December	$ 80,000	$ 1,535,000	$ 1,073,000	$ 1,085,000	41.6%
2017	15	January	$ 80,000	$ 1,615,000	$ 993,000		
	16	February	$ 80,000	$ 1,695,000	$ 913,000		
	17	March	$ 80,000	$ 1,775,000	$ 833,000		
	18	April	$ 80,000	$ 1,855,000	$ 753,000		
	19	May	$ 80,000	$ 1,935,000	$ 673,000		
	20	June	$ 80,000	$ 2,015,000	$ 593,000		
	21	July	$ 80,000	$ 2,095,000	$ 513,000		
	22	August	$ 80,000	$ 2,175,000	$ 433,000		
	23	September	$ 80,000	$ 2,255,000	$ 353,000		
	24	October	$ 80,000	$ 2,335,000	$ 273,000		
	25	November	$ 80,000	$ 2,415,000	$ 193,000		
	26	December	$ 80,000	$ 2,495,000	$ 113,000	$ 960,000	36.8%
2018	27	January	$ 40,000	$ 2,535,000	$ 73,000		
	28	February	$ 40,000	$ 2,575,000	$ 33,000		
	29	March	$ 33,000	$ 2,608,000	$ -	$ 113,000	4.3%
TOTAL						**$ 2,608,000**	100%

EXHIBIT F

Confidentiality Agreement

I _____ (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor Smith Valuation Services, Inc. DBA Standard Valuation Services (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the systematic review and analysis of assessments (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

_____

(Individual's Signature)

_____

(Individual's Printed Name)

_____

(Entity for which Individual is an employee or agent)

_____

(Date)

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Matthew L. Smith (Name)

   27 East Jericho Turnpike – Mineola, NY 11501 (Address)

   (516) 248-6922 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

August 28, 2015
Dated

Signature of Chief Executive Officer

Matthew L. Smith
Name of Chief Executive Officer

Sworn to before me this

28th day of August, 2015.

Notary Public

NEAL D. PEYSNER
NOTARY PUBLIC, State of New York
No. 4946197
Qualified in Nassau County
Commission Expires March 6, 2019

WILLIAM J. MULLER III
CLERK OF THE LEGISLATOR

PHONE: 516 571-6252
FAX: 516 571-6217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

November 24, 2015

Standard Valuation Services
Attn: Matthew Smith
27 E. Jericho Turnpike
Mineola, New York 11501

Re: Contract # 15000002 $2,608,000.00

Dear Mr. Smith:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of Assessement.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III

William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf

E-25-18

NIFS ID:CLAS18000002 Department: Assessment

Capital: X

SERVICE: Systematic Review Amendment

Contract ID #:CFAS15000003 NIFS Entry Date: 14-FEB-18 Term: from 01-MAR-18 to 31-DEC-18

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Michael Haberman Associates**	Vendor ID#: **112510480**
Address: 125 Front Street Mineola, NY 115801	Contact Person: Michael Haberman
	Phone: 516-739-8080

Department:
Contact Name: Steve Corte
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-3432

2018 FEB 15 P 2:40
NASSAU COUNTY
CLERK OF THE LEGISLATURE

Routing Slip

Department	**NIFS Entry: X**	**16-FEB-18 -- JDAVIS**
Department	**NIFS Approval: X**	**16-FEB-18 -- JDAVIS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**16-FEB-18 -- APERSICH**
OMB	**NIFS Approval: X**	**16-FEB-18 -- JNOGID**
County Atty.	**Insurance Verification: X**	**16-FEB-18 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-FEB-18 -- DGREGWARE**
Dep. CE	**Approval: X**	**16-FEB-18 -- MPAGE**

Leg. Affairs	Approval/Review: X	16-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The broken and unequal assessment system in Nassau County has not only impacted the residents of Nassau County, but also affects the County¿s ability to stabilize its finances and balance its budget. Due to the freezing of the tax rolls by the previous administration in 2011 to an assessment system that had not been updated since 2009, Nassau County has not provided a fair and accurate assessment in almost a decade. The current administration¿s analysis has revealed that residential and commercial assessment challenges have shifted the tax burden by $1.7 billion over the past seven years. Those with the ability to annually grieve their property assessment benefit from the broken system, and those that do not watch their taxes artificially rise. The County has been forced to settle a massive number of tax grievances due to the outdated assessment roll.

Michael Haberman Associates, Inc. and Standard Valuation Services (collectively, ¿Contractors¿) had previously been retained by the County to complete a systematic review of the County¿s assessment system. This has been a good start; however, more work needs to be done. To fix this broken system, the Department of Assessment must be able to provide fair and accurate assessments in compliance with all applicable standards and best practices, including a review by the New York State Office of Real Property Tax Services. Therefore, the County now desires to engage these Contractors to assist the County in producing updated market values that can be utilized for the January 1, 2019 tentative assessment roll. The only way to continue this work in a timely fashion is to amend these contracts.

Method of Procurement: The contract was originally executed by Nassau County on November 24, 2015. This is an amendment to the original contract. The original contract authorized the Contractor to perform a systematic review of the County¿s assessment system for class 2 and class 4 parcels. In accordance with Section 3(a)(4) of the original contract, the scope of services is being amended and expanded to assist the County in producing market values for class 2 and class 4 parcels for the January 1, 2019 tentative assessment roll. This is a logical extension of the original contracted services since the Contractor will be using their previously completed systematic review to perform additional maintenance of the systematic review program to produce market values for the tentative roll. Also, the fees charged under this amendment are consistent with the fees charged under the original contract.

Procurement History: The original contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 8, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor; Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor; Mary Brower, Real Property Appraising-Assessing Supervisor; Randy Yunker, Community Service Representative; and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking, the two highest-ranking proposers were selected by property class.

Description of General Provisions: The Contractor shall perform the following services to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll: (1) maintenance of the systematic review program; and (2)

review of the market values.
Impact on Funding / Price Analysis: Funding will be from the appropriate Capital Project, pending bond ordinance approval.
Change in Contract from Prior Procurement: $1,484,812 increase
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	pwcap
Control:	**cap**
Resp:	**97532**
Object:	**0003**
Transaction:	
Project #:	**97532**
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 0.00**

LINE	INDEX/OBJECT CODE	AMOUNT
	pwcapcap	$ 1,484,812.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 1,484,812.00

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Michael Haberman Associates

2. Dollar amount requiring NIFA approval: $1484812

Amount to be encumbered: $1484812

This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 3/1/2018-12/31/2018

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	N
Has NIFA approved the borrowing for this contract?	N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The broken and unequal assessment system in Nassau County has not only impacted the residents of Nassau County, but also affects the County¿s ability to stabilize its finances and balance its budget. Due to the freezing of the tax rolls by the previous administration in 2011 to an assessment system that had not been updated since 2009, Nassau County has not provided a fair and accurate assessment in almost a decade. The current administration¿s analysis has revealed that residential and commercial assessment challenges have shifted the tax burden by $1.7 billion over the past seven years. Those with the ability to annually grieve their property assessment benefit from the broken system, and those that do not watch their taxes artificially rise. The County has been forced to settle a massive number of tax grievances due to the outdated assessment roll.

Michael Haberman Associates, Inc. and Standard Valuation Services (collectively, ¿Contractors¿) had previously been retained by the County to complete a systematic review of the County¿s assessment system. This has been a good start; however, more work needs to be done. To fix this broken system, the Department of Assessment must be able to provide fair and accurate assessments in compliance with all applicable standards and best practices, including a review by the New York State Office of Real Property Tax Services. Therefore, the County now desires to engage these Contractors to assist the County in producing updated market values that can be utilized for the January 1, 2019 tentative assessment roll. The only way to continue this work in a timely fashion is to amend these contracts.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

APERSICH 16-FEB-18

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Michael Haberman Associates, Inc. to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Michael Haberman Associates, Inc.

NIFS # CLAS1800002

Jack Schnirman
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Michael Haberman Associates, Inc.

CONTRACTOR ADDRESS: 125 Front Street, Mineola, New York 11501

FEDERAL TAX ID #: 112510480

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 24, 2015. This is an amendment to the original contract. The original contract authorized the Contractor to perform a systematic review of the County's assessment system for class 2 and class 4 parcels. In accordance with Section 3(a)(4) of the original contract, the scope of services is being amended and expanded to assist the County in producing market values for class 2 and class 4 parcels for the January 1, 2019 tentative assessment roll. This is a logical extension of the original contracted services since the Contractor will be using their previously completed systematic review to perform additional maintenance of the systematic review program to produce market values for the tentative roll. Also, the fees charged under this amendment are consistent with the fees charged under the original contract. The original contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 8, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor; Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor; Mary Brower, Real Property Appraising-Assessing Supervisor; Randy Yunker, Community Service Representative; and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking, the two highest-ranking proposers were selected by property class.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/14/18

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Nassau County Republican Committee

11/1/16 - 1/8/18 - $4,550

Citizens for Nicolello - 3/23/17 - $500

Campaign for Todd Kaminsky - 12/14/17 - $5,000

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Michael Haberman Associates, Inc.

Dated: 2/14/18

Signed:

Print Name: Michael Haberman

Title: President

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

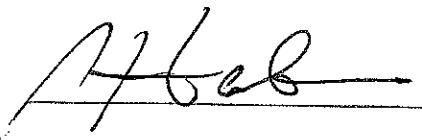
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2/14/18

Signed: 

Print Name: Michael Haberman

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Ronald Haberman

   Date of birth 10 / 14 / 1950

   Home address 4 Manchester Lane

   City/state/zip Stony Brook, New York 11790

   Business address 125 Front Street

   City/state/zip Mineola, New York 11501

   Telephone 516-739-8080

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 6 / 1 / 85 ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Ronald Haberman owns a 1/3 interest of the Company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO _X_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _X_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to adivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ronald Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of February 2018

Notary Public

Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Signature

Vice President
Title

2 / 14 / 18
Date

BETTY DeMARTINI
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. # 01DE6364226
COMM. EXP. 9/11/21

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Haberman

   Date of birth 12 / 10 / 1943

   Home address 1070 Links Road

   City/state/zip Woodmere, New York 11598

   Business address 125 Front Street

   City/state/zip Mineola, New York 11501

   Telephone 516-739-8080

   Other present address(es) None

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 6 / 1 / 79 Treasurer 10 / 1 / 70

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner 2 / 1 / 76

   Vice President 2 / 1 / 76 ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Michael Haberman owns a 1/3 interest of the Company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) Not applicable

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of February 2018

Notary Public

BETTY DeMARTINI
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. # 01DE6364226
COMM. EXP. 9/11/21

Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name

Signature

President
Title

2/14/18
Date

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas Donato

   Date of birth 1 / 1 / 1956

   Home address 2470 Grand Avenue

   City/state/zip Bellmore, New York 11710

   Business address 125 Front Street

   City/state/zip Mineola, New York 11501

   Telephone 516-739-8080

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 10/1/16 _____/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Thomas Donato owns a 1/3 interest of the Company

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO _X_ If Yes, provide details. Not applicable.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _X_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _X_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _X_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _X_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _X_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _X_ If Yes, provide details for each such year.

CERTIFICATION

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I, Thomas Donato, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of February 20 18

Notary Public

BETTY DeMARTINI
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. # 01DE6364228
COMM. EXP. 9/11/21

Michael Haberman Associates, Inc.
Name of submitting business

Thomas Donato
Print name

Signature

Vice President
Title

2 / 14 / 18
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 14, 2018

1) Proposer's Legal Name: Michael Haberman Associates, Inc.

2) Address of Place of Business: 125 Front Street, Mineola, New York 11501

List all other business addresses used within last five years: None

3) Mailing Address (if different):
Phone: (516) 739-8080
Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 11-2510480

6) The proposer is a (check one): Sole Proprietorship Partnership
X Corporation Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes No X If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract)

11) Has the proposer, during the past seven years, been declared bankrupt? Yes No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes No X If Yes, provide details for each such investigation

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/u officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes No X If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes No X If Yes, provide details for each such charge

b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X

If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No X If Yes, provide details for each such conviction

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No X If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes No X If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked 'YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exits

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exits

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exits

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

The Company has always maintained and will continue to maintain a strict policy regarding potential conflicts of interest or an appearance of a conflict of interest.

- The Company has completed revaluations of nine villages in Nassau under the certification of the Office of Real Property Tax Services and continues to handle their tax certiorari and small claims cases on an on-going basis.

- *RXR Glen Isle Mixed-use Redevelopment Project/PUD Master Development:* This case involved the appraisal of a 56 acre site to be developed with 1,515,339 sq.ft. of building improvements including rental apartment units, work force rental apartments, office, retail, marina, luxury hotel, and condominiums.

- Working closely with Senator Martins, the Senator was able to facilitate a change to New York State law providing "Advisory Appraisals" to villages during an annual reassessment. Prior to the changes, only counties and towns were eligible for these reports, requiring villages to retrieve dated data from towns and counties or maintain static values therefor preventing a village from having a fair and equitable assessment roll.

- The Company's project manager has been a member of the Real Property Tax Administration Committee (RPTC), equalization subcommittee for the past five years. He has been instrumental in writing procedures pertaining to Equalization Rates and Residential Assessment Ratios. This board position provides the Company with insight to New York State goals and procedures long before the general assessment community is aware of them.

- *420 Tenants Corp. v Nassau County:* This proceeding involved the appraisal of a cooperative apartment building within an ETPA community; the client was the Nassau County Attorney's Office. The court adopted the Company's appraisal process that derived income from economic leases within ETPA buildings, rejecting the petitioner's usage of subject property contract rentals.

viii) Copies of all state and local licenses and permits.

See immediately following.

B. Indicate number of years in business. 48

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We believe that our history of providing tax assessment valuations and support to Nassau County and other municipalities for over 36 years makes us uniquely qualified to perform the valuation and support services required for this contract.

The personnel assigned to the contract will be certified or licensed real estate appraisers with at least 18 years' experience appraising property in Nassau County. The Company's president and vice-president have over 48 and 38 years and its project manager over 18 years of valuation/consulting experience respectively.

The Company has a vast body of experience and expertise covering over 36 years in providing appraisal services in connection with the defense of Tax Certiorari and Condemnation proceedings for local governments in New York. In addition to appraisal and consulting services, the Company has been providing litigation support and expert testimony in defense of its value estimates over the same period.

The Company is totally capable of providing reports that are thorough and concise, presented in a timely fashion meeting all target completion dates. Our appraisals are well planned and supported, consistent and accurate, providing defensible indications of market value across all years at issue.

The company has completed approximately 1,900 commercial appraisal assignments within Nassau County in the past ten years. Significant properties appraised have included RXR Plaza, Tree Line Franklin Avenue Plaza, Garvies Point Glen Cove Redevelopment (16 properties), Nassau University Medical Center, Roosevelt Field Mall, Belmont Raceway, sections of the Roosevelt Raceway quadrants, Triad Office Center, Garden City Center, Omni Office Center in Mitchel Field, Westbury Property Associates, and the Wyndham Condominium Complex in Garden City for example. Various types of properties appraised over the 2012 to 2016 period, for example have included trophy office complexes, automobile dealerships, condominiums and cooperative apartment developments, gasoline stations, fast food restaurants, marinas, oil terminals, asphalt and concrete batch plants, shopping centers, industrial complexes, golf and country clubs, private dwellings and vacant sites.

The Company has acted as consultant to the City of Long Beach, City of Glen Cove, numerous villages throughout the Counties of Nassau and Suffolk, various Townships in Suffolk County, and the Metropolitan Transportation Authority in the defense of Tax Certiorari and Condemnation claims and for other functions over the past 36 years where applicable.

The Company has acted as consultants to the Town of Babylon's Department of Assessment in the defense of its Class 1 Assessment Roll over the past 20 years requiring the preparation of between 3,000 and 6,000 summary appraisal reports over the past eight years. The Company has acted as consultants to the Town of Huntington's Department of Assessment in the defense of its Class I Assessment Roll over the past four years requiring the preparation of between 4,000 and 6,000 summary appraisal reports each year. The Company has attended SCAR hearings in front of judicial hearing officers and submitted all necessary support and reporting requirement documents to both town's Department of Assessment. The Company has also acted as consultants to the Towns in the defense of Tax Certiorari claims.

The Company has acted as consultant to the New York State Department of Transportation in defense of Condemnation claims within Nassau and Suffolk Counties and various NYC boroughs performing trial form valuations over the past 14 years.

The Company has acted as consultant to the County of Suffolk's Department of Public Works in defense of Condemnation claims within the County performing both project and trial form valuations over the past 14 years.

The Company maintains various systems for research purposes as aids in the valuation and consulting services it provides. These include a hard copy/digital/micro-film library, contracted services such as Real Quest, Comps. Inc., CoStar, LoopNet and the Multiple Listing Service of Long Island, and an in-house proprietary database including thousands of sale and lease abstracts. A high speed internet connection is in place and operational and the entire office staff has complete access to it.

The company's work flow is managed in a structured manner. Its implementation schedule follows its management approach starting with bi-weekly staff meetings where goals, deadlines, tracking and new projects are discussed. During the ensuing week, the principals and project manager constantly manage the appraisals being processed. One appraiser is typically the lead with additional resources available when required. Upon completion, the report goes through a formal review by one of the principals who are also actively engaged in the preparation of appraisal reports. The key to the management approach is the constant communication through the office on all projects with one appraiser helping another whenever needed, the identification of critical issues as they arise, a consistent and thorough review process and, as a result, the preparation of a valuation which is meaningful, accurate and defensible across all years under review when valuing for assessment review purposes.

All reports conform to the 2016 – 2017 Uniform Standards of Professional Appraisal Practice USPAP) with trial reports in accordance with New York State Uniform Court Rules.

The company is located in an owner occupied two story office building in the heart of Mineola, three blocks from the Supreme Court building and a short drive to the County Attorney's and Assessment Review Commission's offices. The firm has remained in business since 1968 because of the quality of its work and its ongoing commitment to be as responsive as possible to the needs of its clients.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587
- Mayor Timothy Tenke, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Administrator, Ralph Suozzi, Village of Garden City, 351 Stewart Avenue, Garden City, NY 11530. Phone (516) 465-4051

- Chief Deputy County Attorney Lisa LoCurto, County of Nassau, 1 West Street, Mineola, NY 11501. Phone (516) 571-3056

- Chief Real Estate Negotiator and Special Counsel, County of Nassau, Kevin C. Walsh, 1 West Street, Mineola, New York 11501. Phone (516) 571-3986

- NYS DOT Regional Appraisal Manager Nicole Zaidi, 250 Veterans Memorial Highway, Hauppauge, New York 11788. Phone (631) 952-6069

- Suffolk County Senior Appraisal Reviewer Frederick Ford, Dept. of Economic Development and Planning, 100 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788. Phone (631) 853-5923

- Sole Town Assessor Roger Ramme, Town of Huntington, 100 Main Street, Huntington, NY 11743. Phone (631) 351-3226

- Sole Town Assessor Joan Ball, Town of Babylon, 200 East Sunrise Highway, Lindenhurst, NY 11757. Phone (631) 957-3014

- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093

- Administrator Kathleen L. Santelli, Village of Great Neck Estates, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8284

- Mayor Adam Hoffman, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411

- Senator Jack Martins, Former Mayor, Village of Mineola, 155 Washington Avenue, Mineola, NY 11501. Phone (516) 746-0750

- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246

- Administrator Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080

- Administrator Ted Blach, Village of Westbury, 235 Lincoln Place, Westbury, NY 11590. Phone (516) 334-1700

- Mayor Edwin A. Fare, Village of Valley Stream, 123 South Central Avenue, Valley Stream, NY 11580. Phone (516) 334-1700

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledinformation and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of February 2018

Notary Public

BETTY DeMARTINI
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. # 01DE6364228
COMM. EXP. 9/11/21

Name of submitting business:

Michael Haberman Associates, Inc.

By:

Michael Haberman
Print name

Signature

President
Title

2/14/18
Date

Rev. 3-2016

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. - See next pages.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation: 1968

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

iii) Name, address and position of all officers and directors of the company:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, NY 11598	President
Ronald Haberman	4 Manchester Lane Stony Brook, NY 11790	Vice-President
Thomas Donato	2470 Grand Avenue Bellmore, NY 11710	Vice-President

iv) State of incorporation (if applicable): New York State

v) The number of employees in the firm: 16

vi) Annual revenue of firm: $1,917,888

vii) Summary of relevant accomplishments

- The Company has acted as appraisers and consultants to the Nassau Country Attorney's Office in the defense of tax certiorari claims for over 36 years. This has included the appraisal of almost every property type and complexity seen in the County. The Company has provided litigation support and expert testimony in defense of its value estimates over the same period.

Michael Haberman Associates, Inc. is a full service Real Estate Valuation firm providing professional appraisal and consulting services to government/public agencies, municipalities, corporations, businesses of all sizes, the legal and professional community, financial institutions and private persons. The company was established in 1968 and over the years has performed appraisals and related valuation services covering a wide range of intended uses.

PROFESSIONAL SERVICES PROVIDED FOR:

Appraisal Review
Assessment & Assessment Review
Asset Management
Cash Flow Analysis
Condemnation
Court Testimony & Litigation Support
Estates & Trusts
Foreclosure & Bankruptcy
Gift Tax Planning
Lending
Matrimonial
Proposed Development
Reassessment
Small Claims
Tax Certiorari
Zoning

The principals and professional staff of Michael Haberman Associates, Inc. have extensive experience in the valuation of all types of real estate. Commercial expertise includes the valuation of shopping centers, office complexes, apartment buildings, condominium and co-op complexes, gasoline stations, country clubs and golf courses, racetracks, nursing homes, marinas and mobile home parks for example. Industrial experience includes the valuation of industrial/R&D parks including major aerospace facilities, chemical plants and oil terminals. The company has worked on behalf of the Nassau County Attorney's Office and Board of Assessment since the mid-1970's in both tax certiorari and condemnation matters. It has completed working on Nassau County's three year reassessment and annual update program as a prime sub-contractor to the Cole Layer Trumble Company (Tyler Technology). The company has completed working on the reassessment programs for the Villages of Russell Gardens, Lake Success, Mineola, Sea Cliff, Farmingdale, Westbury, Great Neck, Great Neck Estates and Williston Park. The company recently fulfilled monitoring duties for the reassessment programs in the Towns of Greenburgh, Ossining and North Salem on behalf of the Multiple Municipal Reassessment Consortium (MMRC). In 2016 the Company was awarded a contract by Nassau County to complete a systematic review of all commercial and multi-family properties within the County, totaling over 36,000 parcels. The project is on schedule and slated to be completed in the fall of 2017.

The residential division specializes in the creation of form appraisal reports for a variety of residential properties, with particular specialization in high-end properties throughout the Long Island and New York Metropolitan region. The company has evaluated and/or appraised greater than 200,000 residential properties within Nassau and Suffolk Counties. It has been able to organize and lead outside appraisal companies in various special projects and continues to maintain an excellent professional relationship with them.

The company maintains a hard copy/digital/ micro-film library and database for research purposes as an aid in valuation and consulting services it provides. The materials and services include the Multiple Listing Service of Long Island (MLS), Hudson Gateway (MLS), GeoData, Comps Inc., First American Real Estate Solutions, Loopnet Inc., and the firm's proprietary database. A high-speed DSL Internet connection is in place and operational.

The company's principals are recognized and designated with the Appraisal Institute, American Society of Appraisers, Columbia Society of Appraisers, and the Institute of Assessing Officers. Its staff consists of eight appraisers, plus administrative and clerical support personnel. An MIS administrator is on staff and is instrumental in creating and maintaining workflow, operational programs and the computer network.

UNIQUE ID NUMBER
46000004496

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 103116

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. 11 | DAY 09 | YR 17

EXPIRATION DATE
MO. 11 | DAY 08 | YR 19

HABERMAN MICHAEL
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1088 (Rev. 3/01)

UNIQUE ID NUMBER
46000004499

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 104736

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. | DAY | YR.
12 | 10 | 17

HABERMAN RONALD H
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

EXPIRATION DATE
MO | DAY | YR.
12 | 09 | 19

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, the Department of State has caused the official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Rev. 3-2016

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 93490

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO. 06 DAY 19 YR. 16

EXPIRATION DATE
MO. 06 DAY 19 YR. 18

DONATO THOMAS
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

UNIQUE ID NUMBER
46000041806

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 96791

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO. 02 | DAY 03 | YR. 17

EXPIRATION DATE
MO. 02 | DAY 02 | YR. 19

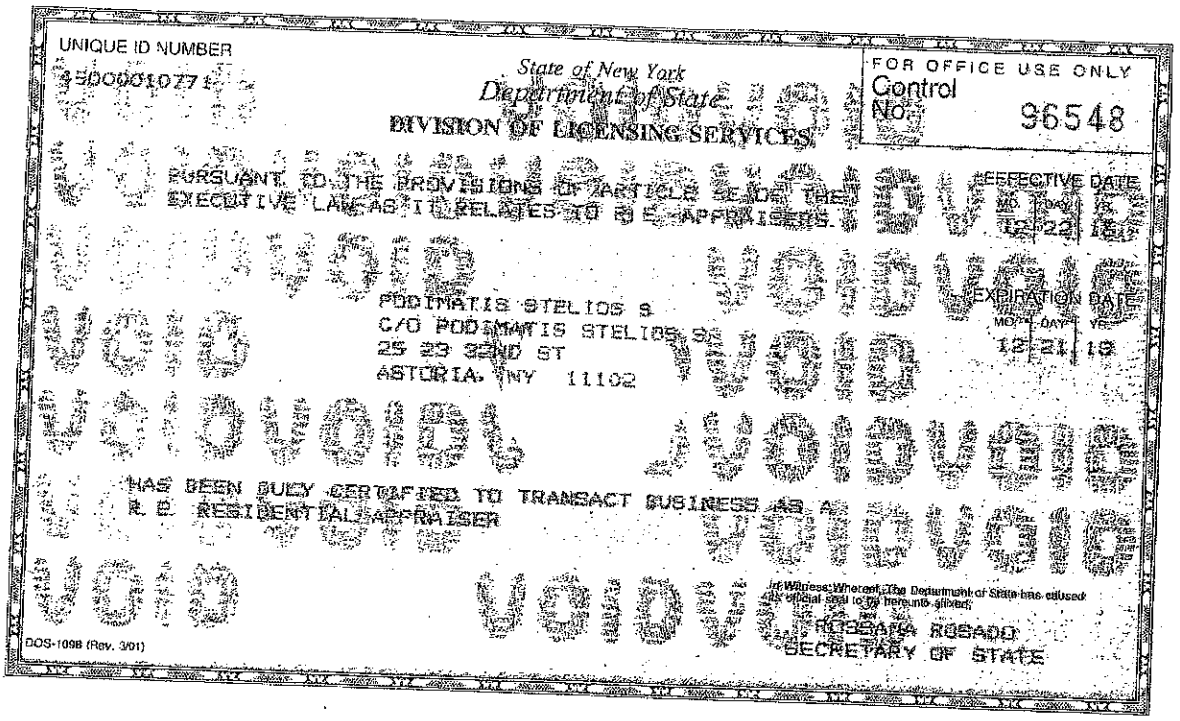
KAM JILL M
C/O KAM JILL M
112 EDGEWOOD AVE
RONKONKOMA, NY 11779

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)



UNIQUE ID NUMBER
1300001077

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 96548

PURSUANT TO THE PROVISIONS OF ARTICLE 5E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO. 12 DAY 22 YR. 16

PODIMATIS STELIOS S
C/O PODIMATIS STELIOS S
25 23 32ND ST
ASTORIA, NY 11102

EXPIRATION DATE
MO. 12 DAY 21 YR. 18

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R E RESIDENTIAL APPRAISER

In Witness Whereof, the Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

UNIQUE ID NUMBER
4800019966

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 104245

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS.

EFFECTIVE DATE
MO 01 | DAY 02 | YR 18

EXPIRATION DATE
MO. 01 | DAY 01 | YR 20

HABERMAN TRUDI
C/O HABERMAN TRUDI
1070 LINKS RD
WOODMERE, NY 15981

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Rev. 3-2016

UNIQUE ID NUMBER
4800002818

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 95196

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO. 08 | DAY 21 | YR 16

EXPIRATION DATE
MO. 08 | DAY 20 | YR 18

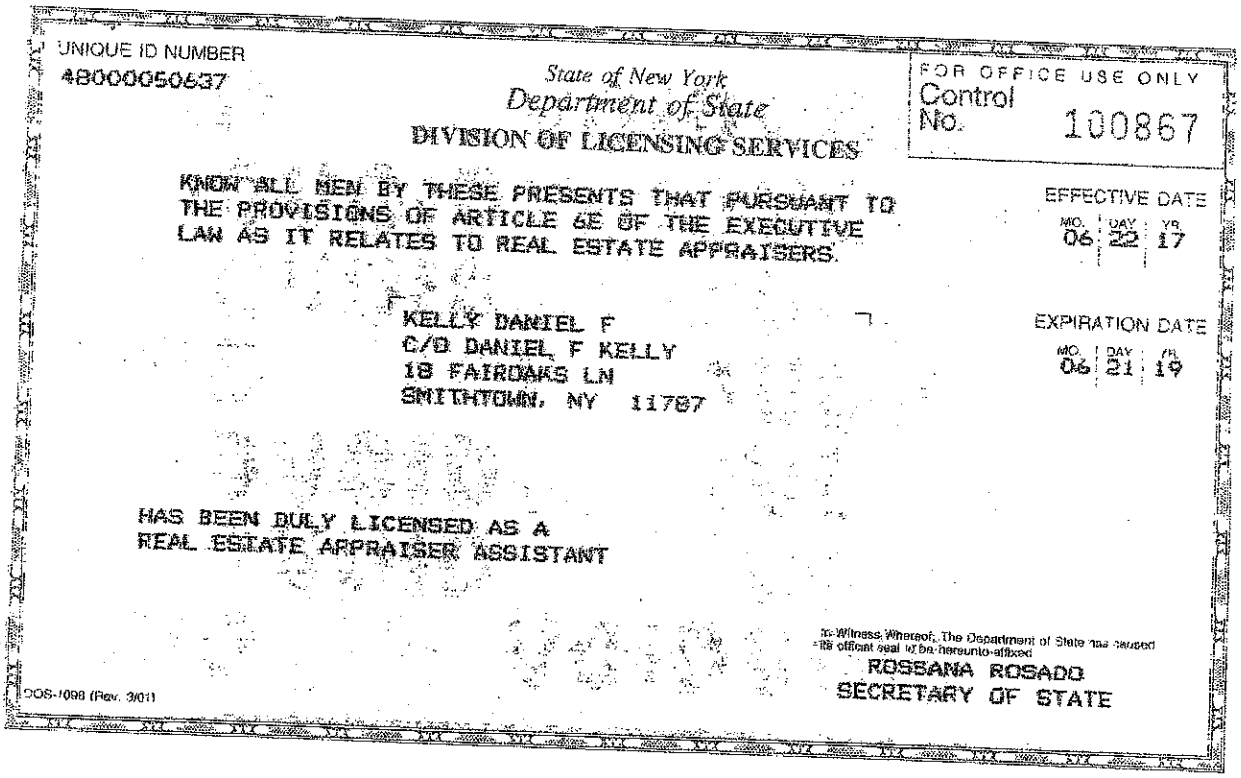
STEPHENS RICHARD C
C/O STEPHENS RICHARD C
24 ROBINSON DR
BETHPAGE, NY 11714

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)



UNIQUE ID NUMBER
48000050637

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 100867

KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO. 06 DAY 22 YR 17

EXPIRATION DATE
MO. 06 DAY 21 YR 19

KELLY DANIEL F
C/O DANIEL F KELLY
18 FAIROAKS LN
SMITHTOWN, NY 11787

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed
ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Rev. 3-2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Michael Haberman Associates, Inc.

Address: 125 Front Street

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2510480

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __x__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, StonyBrook, NY 11790

Thomas Donato, 2470 Grand Avenue, Bellmore, NY 11710

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/14/18 Signed:

Print Name: Michael Haberman

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Assessment, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Michael Haberman Associates, Inc., having its principal office at 125 Front Street, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFAS15000003 between the County and Contractor, executed on behalf of the County on November 24, 2015 (the "Original Agreement"), the Contractor performed a systematic review of the County's assessment system for Class 2 and Class 4 parcels, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2015 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Two Hundred Four Thousand Seventy-four Dollars ($1,204,074.00) (the "Maximum Amount"); and

WHEREAS, the Contractor has completed the Services in accordance with the provisions of the Original Agreement.

WHEREAS, in accordance with Section 3(a)(4) of the Original Agreement, the County and Contractor desire to amend and expand the scope of Services provided by the Contractor under the Original Agreement and equitably adjust the Maximum Amount payable under the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Agreement is hereby extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018, provided, however, this Amended Agreement may be sooner terminated in accordance with the terms of the Original Agreement.

2. Time of Performance. The Contractor's timeline to perform the services described under this Amendment (the "Amended Services") shall be as follows:

(a) For the period March 1, 2018 until November 30, 2018, the Contractor shall perform maintenance on the systematic review program, such services more fully described under Section 4(a) of this Amendment.

(b) For the month of December 2018, the Contractor shall perform a review of the market values, such services more fully described under Section 4(b) of this Amendment.

(c) The Contractor acknowledges that the Amended Services shall be performed in a timely manner in accordance with the timeline provided in this Section 2 and shall meet all deadlines in accordance with the terms of this Amendment. The Contractor shall produce monthly status reports to the Department, as more fully described under Section 4(c) of this Amendment. The Contractor shall immediately notify the Department if there are any concerns with the timely completion of the Amended Services and indicate the corrective actions that will be taken so that services will be completed in a timely manner. If the Contractor is unable to complete the Amended Services in accordance with the above timeline, or to meet any of the deadlines described under this Amendment, the County, in its sole discretion, may withhold payments and/or make equitable downward adjustments to the payments owed to the Contractor under this Amendment.

3. Payment.

(a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Four Hundred Eighty-four Thousand Eight Hundred Twelve Dollars ($1,484,812.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Two Million Six Hundred Eighty-eight Thousand Eight Hundred Eighty-six Dollars ($2,688,886.00) (the "Amended Maximum Amount").

(b) Payment Schedule. The increase to the Maximum Amount authorized under this Amendment shall be payable as follows:

i. The Contractor shall be paid One Million Four Hundred Thousand Dollars ($1,400,000.00) for the maintenance services, such services more fully described under Section 4(a) of this Amendment. Payments under this Section 3(b)(i) shall be made in arrears in equal monthly installments of One Hundred Fifty-five Thousand Five Hundred Fifty-five and 55/100 Dollars ($155,555.55) for the period March 1, 2018 until November 31, 2018.

ii. The Contractor shall be paid an amount not to exceed Eighty-four Thousand Eight Hundred Twelve Dollars ($84,812.00) for the market

review services, such services more fully described under Section 4(b) of this Amendment. Payments under this Section 3(b)(ii) shall be made for market review services rendered during the month of December 2018 in arrears on an hourly basis in accordance with the following fee schedule:

1. Senior Appraiser/Project Administrator: $250.00 per hour
2. Senior Appraiser/Commercial Supervisor: $250.00 per hour
3. Senior Appraiser/Compliance Officer: $250.00 per hour
4. Senior Appraiser/Statistician: $250.00 per hour
5. Senior Appraiser/IAS Specialist: $250.00 per hour
6. Senior Appraiser/Database Administrator: $200.00 per hour
7. Senior Appraiser: $200.00 per hour
8. IT Administrator: $200.00 per hour
9. Chief Appraiser/Review Supervisor: $175.00 per hour
10. Staff Appraiser: $150.00 per hour
11. Assistant Appraiser: $125.00 per hour
12. Office Manager/Clerical: $125.00 per hour
13. Clerical: $100.00 per hour

(c) Payment Adjustments. If the Contractor is unable to complete the Amended Services in accordance with the timeline described in Section 2 of this Amendment, or meet deadlines in accordance with the terms of this Amendment, the Department, in its sole discretion, may withhold payments and make equitable downward adjustments to the payments owed to the Contractor under this Amendment.

(d) Vouchers; Voucher Review, Approval and Audit. Payments under this Amendment shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (1) states with reasonable specificity the services provided and the payment requested as consideration for such services; (2) certifies that the services rendered and the payment requested are in accordance with the Amended Agreement; and (3) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, but not limited to, a report detailing the services completed during the invoice period that indicate that the Contractor is meeting all deadlines and is on track to timely complete the Amended Services; and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(e) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services, including monthly reports submitted in accordance with Section 4(c) of this Amendment, that are the subject of the claim and no more frequently than once a month.

(f) No Duplication of Payments. Payments under this Amendment shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source, including the County.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of the Amended Agreement expressly states otherwise, payments to the Contractor following the termination of this Amended Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination; (ii) authorized by this Amended Agreement to be performed; and (iii) Not performed after the Contractor received notice that the County did not desire to receive such services.

4. Services. The Contractor has completed the systematic review of the County's assessment system for Class 2 and Class 4 parcels in accordance with the terms of the Original Agreement (the "Systematic Review Program"). The County now desires to engage the Contractor to perform the following Amended Services to assist the County in producing market values that can be utilized for the January 1, 2019 tentative assessment roll:

(a) Maintenance of the Systematic Review Program to Produce Market Values for the January 1, 2019 Tentative Assessment Roll. After the completion of the Systematic Review Program, the Contractor submitted a report to the County recommending that new assessment values not be released for the January 1, 2018 tentative assessment roll. The Contractor and the Department agree that additional maintenance of the Systematic Review Program is necessary to produce accurate market values. So that accurate values can be produced for the January 1, 2019 tentative assessment roll, the Contractor shall continue the maintenance of the Systematic Review Program ("Extended Maintenance") as follows:

i. The Contractor shall coordinate with the Department for the adoption of best practices with Department personnel for the County's IAS system to function correctly with newly-established market values.

ii. The Contractor shall cooperate with the Department to produce preliminary reports establishing estimated market values that are acceptable to the New York State Office of Real Property Tax Services ("ORPTS") to enable ORPTS to perform level of assessment testing and verification. The preliminary reports shall be produced in accordance with ORPTS procedures on or about July 1, 2018, with the exact date determined after further consultation with ORPTS.

iii. The Contractor shall run updated models, review statistical results and test valuation results, which shall include a review of costs and depreciation, and cross check for accuracy. Once the results are accurate to the satisfaction of the Contractor and the Department, the Contractor shall produce final systematic review reports and assist the Department in producing market values for Class 2 and Class 4

parcels for the January 1, 2019 tentative assessment roll by no later than November 30, 2018.

iv. The Contractor acknowledges the importance of producing updated and accurate market values in the County's IAS system and final systematic review reports by November 30, 2018. Therefore, the Contractor shall assist the County in any reasonable manner necessary, as determined by the County, to meet this deadline within the maximum amount authorized under this Amendment.

(b) Market Review. For the month of December 2018, after the completion of the Extended Maintenance, the Contractor shall, at the direction of the Department, perform an additional review of the market values and make any necessary adjustments. Additionally, the Contractor shall, at the Department's direction, meet with ORPTS and respond to any ORPTS inquiries.

(c) Monthly Reports. The Contractor shall submit to the Department monthly status reports detailing its progress throughout the term of this Amendment. At the County's request, the Contractor shall meet with County personnel to discuss the project status and address any concerns raised by the County.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MICHAEL HABERMAN ASSOCIATES, INC.

By: _____
Name: Michael Haberman
Title: Pres.
Date: 2/15/18

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of February in the year 2018 before me personally came MICHAEL HABERMAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of MICHAEL HABERMAN ASSOCIATES, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

BETTY DeMARTINI
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY
LIC. # 01DE6364226
COMM. EXP. 9/11/21

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2018

PRODUCER
MITCHELL E WEINGRAD LTD
POB 190
EAST ROCKAWAY, NY 11518
516)887-4800

INSURED
MICHAEL HABERMAN ASSOCIATES, INC.
ATTN: MICHAEL HABERMAN
125 FRONT STREET
MINEOLA, NY 11501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	GRAPHIC ARTS MUTUAL INS CO	
INSURER B:	STATE INSURANCE FUND	
INSURER C:	STANDARD SECURITY LIFE	
INSURER D:	UTICA MUTUAL INSURANCE COMPANY	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	4568793	9/06/17	9/06/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	4568793	9/06/17	9/06/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $ 10,000	CULP4575229	9/06/17	9/06/18	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	H 1002 914-8	04/07/17	04/07/18	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER NY STATE DBL	D 72898	07/01/17	07/01/18	STATUATORY DBL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, PER WRITTEN CONTRACT

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Mitchell E Weingrad

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jinu Joseph	
Professional Liability Consulting Services, Inc. 45 Knollwood Road, Suite 202 Elmsford, NY 10523	PHONE (A/C, No, Ext): 914-592-6505	FAX (A/C, No): 914-592-6508
	E-MAIL ADDRESS: jinuj@plcsl.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Haberman Associates, Inc. 125 Front Street Mineola, NY 11501	INSURER A: Continental Casualty Company	20443
	INSURER B: Underwriters At Lloyd's London	AA1122000
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** N/A **REVISION NUMBER:** N/A

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	NO	NO	MPL163264017	05/20/2017	05/20/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Appraiser Professional Liability Insurance	NO	NO	RFB 59230366917	05/20/2017	05/20/2018	$1,000,000 Each Claim $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Professional Liability Insurance - Primary & Excess

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contract ID#: CFAS15000003

Department: ASSESSMENT

E-187-15

Contract Details

SERVICE Systematic Review

NIFS ID #: CFAS15000003 NIFS Entry Date: 08/31/2015 Term: from 10/1/15 to 03/01/18

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes ☒	No ☐

(SUBJ. TO INS. INFO)

Agency Information

Vendor	
Name: Michael Haberman Associates	Vendor ID# 112510480
Address 125 Front Street Mineola, NY 11501	Contact Person Michael Haberman
	Phone (516) 739-8080

County Department
Department Contact James Davis
Address 240 Old Country Road
Phone 571-3432

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	$ Approval Required
8/31	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☑	9/2		
	OMB	*NIFS Approval* ☐	9/2/15		Yes ☐ No ☐ Not required if blanket resolution
9/15/15	County Attorney	*CA RE & Insurance Verification* ☑	9/15/15		
	County Attorney	*CA Approval as to form* ☐	9/17/2015		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐ / Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐	10/26/2015		
	Comptroller	*NIFS Approval* ☑	11/2/15		
9/18/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/18/15		

2015 SEP 18 P 1:32

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

Contract Summary

PR5254 (8/04)

Contract ID#: CFAS1500 0003

Department: ASSESSMENT

Description: Systematic Review and Analysis of Assessments
Purpose: The purpose of this agreement is to encumber half of the funding needed to begin the project the amount of this phase of the contract is $1,204,074.
Method of Procurement: Funding will be from the Capital Project 97532
Procurement History: This is the original funding is the amount needed to complete the project.
Description of General Provisions: This agreement is to do a systematic review and analysis of the models of Class 2 and 4 and other aspects of Nassau County's assessment system. Vendor will work in conjunction with the Department of Assessment to do a full and complete analysis and review of the current models and will also implement any changes to said system.
Impact on Funding / Price Analysis: Pricing schedule contained in contract agreement
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PWCAP
Control:	CAP
Resp:	97532
Object:	0003
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	[redacted]
County	$
Federal	$
State	$
Capital	$ 1,204,074
Other	$
TOTAL	$1,204,074

	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP	$1,204,074
2		$
3		$
4		$
5		$
6		$
	TOTAL	$1,204,074

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: James Davis Date: 08/31/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 9/18/15
Date 11/13/15	Date 11/12/15	(For Office Use Only) E #:

PR5254 (8/04)

E-187-15

RULES RESOLUTION NO. 242 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND MICHAEL HABERMAN ASSOCIATES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9.30.15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Michael Haberman Associates, Inc. to provide a systematic review of the County's Assessment System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Michael Haberman Associates, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT, AND MICHAEL HABERMAN ASSOCIATES, INC.

WHEREAS, the County has negotiated a personal services agreement with Michael Haberman Associates, Inc. to provide a systematic review of the County's Assessment System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Michael Haberman Associates, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Michael Haberman Associates
CONTRACTOR ADDRESS: 125 Front Street, Mineola, NY 11501

FEDERAL TAX ID #: 112510480

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on May 18, 2015. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on June 08, 2015. Three proposals were received and evaluated. The evaluation committee consisted of: Steven Corte, Deputy Assessor, Anthony Arcuri, Real Property Appraiser-Arbitrator Supervisor, Mary Brower, Real Property Appraising-Assessing Supervisor, Randy Yunker, Community Service Representative and Michael Antic, Real Property Appraising-Assessing Supervisor II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the two highest-ranking proposers were selected by property class.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 19, 1997. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after proposals were evaluated upon entering into the original agreement. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

8/31/15
Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Assessment, having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Michael Haberman Associates, Inc., having its principal office at 125 Front Street, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County, acting for and on behalf of the Department, has issued a request for proposals ("RFP"), RFP # AS0518-1509, on May 18, 2015 for the systematic review and analysis of assessments, attached hereto as Exhibit A; and

WHEREAS, the Contractor by proposal dated June 8, 2015, attached hereto as Exhibit B, and as further set forth in supplemental materials dated June 9, 2015, attached hereto as Exhibit C (collectively, the "Proposal"), has submitted a Proposal in response to and in accordance with the RFP; and

WHEREAS, the County has reviewed the proposals submitted in response to the RFP for four different tax classes and has determined that the Contractor has submitted a Proposal that will provide the County with the best value for tax classes 2 and 4; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. (a) Period of Agreement. This Agreement shall commence on October 1, 2015 and shall terminate upon completion of the services to be delivered under this Agreement, unless sooner terminated in accordance with the provisions of this Agreement. The Contractor acknowledges that certain obligations under this Agreement shall extend beyond the termination of this Agreement.

(b) Time of Performance. The Contractor's time of performance is set forth in the attached Exhibit D. The Contractor shall deliver the services, as more fully described hereto, in order to ensure its full completion in accordance with the requirements of this Agreement and in accordance with the schedule provided in the attached Exhibit D.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of providing a systematic review of the County's Assessment System, as more fully described in the project timeline, attached hereto as Exhibit D, and as further set forth herein and in the exhibits attached hereto (the "Services"). To the extent that Exhibit D is inconsistent with the terms and conditions provided in the attached RFP and Proposal, including that Services are only based on tax classes two and four, Exhibit D shall control, provided, however, the terms and conditions contained above the signature page shall control over all Exhibits. The Proposal and the RFP are acceptable as a general description of the Services to be rendered by the Contractor, but the terms and conditions set forth in Exhibit D provide a detailed scope of Services related to the tax classes

for which the Contractor has been awarded and constitute the Agreement between the parties.

(b) The Contractor specifically acknowledges the County's reliance upon the Contractor's Proposal as Contractor's offer to perform Services on behalf of the County under and pursuant to this fixed price Agreement. The Contractor warrants and represents that any and all services detailed in Exhibit D are included within this fixed price Agreement and the County is relying upon the Contractor's Proposal as a general description of the Services to be provided by the Contractor.

(c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. If there is an actual conflict, the following order of priority shall apply:

(1) Terms and conditions set forth above the signature page to this Agreement; Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
(2) Exhibit F: Confidentiality agreement;
(3) Exhibit D: Project timeline;
(4) Exhibit E: Payment schedule;
(5) Exhibit A: RFP;
(6) Exhibit C: Supplemental materials to Proposal dated June 9, 2015;
(7) Exhibit B: Original Proposal dated June 8, 2015.

Certain conflicts are noted within the terms of this Agreement, however, to the extent possible and as not otherwise noted in this Agreement, all the terms of this Agreement should be read together as not conflicting.

3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, including expenses, under this Agreement shall not exceed the sum of One Million Two Hundred Four Thousand Seventy-four Dollars ($1,204,074.00) (the "Maximum Amount"), which shall be payable in accordance with the attached Exhibit E. To the extent that Exhibit E is inconsistent with the terms and conditions provided in the attached RFP and Proposal, including that payment is only based on tax classes two and four, Exhibit E shall control, provided, however, the terms and conditions contained above the signature page shall control over all Exhibits. The amounts payable under Exhibit E are inclusive of all expenses and all other costs incidental to the Services to be provided by the Contractor under this Agreement, including travel.

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and the Contractor agrees that no fee will be charged for any such appearances.

(3) Notwithstanding anything in this Section 3 or in any other provision of this Agreement, the County shall pay, and the Contractor shall accept as payment for the Services described in this Agreement, the amounts detailed in the attached Exhibit E, subject to the availability of funds for this Agreement following approval by the County and encumbrance by the County Comptroller. The County shall not be liable for payment of any amounts which have not been approved by the County and encumbered for this Agreement by the County Comptroller. The parties acknowledge that the parcel count on the assessment roll may fluctuate throughout the term of this Agreement and as such, the parties agree that the payment schedule attached hereto as

Exhibit E shall remain fixed despite such fluctuations. Nonetheless, the Department reserves the right to direct the Contractor to not perform a category of Services for which the Contractor shall not be paid, the value of which is to be mutually determined between the parties.

(4) If there is a change in scope of Services or any agreed-upon additional related Services to be provided under this Agreement, at the County's election, the parties shall negotiate in good faith to amend the Services and make an equitable adjustment to the Maximum Amount provided under this Agreement. Such adjustment shall require all requisite governmental and Contractor approvals.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in accordance with the payment schedule described in the attached Exhibit E, which shall be payable in arrears on a monthly basis throughout the applicable scheduled work plan period. Payments shall be calculated by taking the total cost per activity divided by the number of months in the scheduled work plan period. For example, Project Management is scheduled to be completed during the period October 1, 2015 until September 1, 2017, equating to twenty-three (23) months. Total cost for Project Management is One Hundred Eighty-six Thousand Five Hundred Eighty-eight Dollars ($186,588.00). After each month during the Project Management period, a total of One Hundred Eighty-six Thousand Five Hundred Eighty-eight Dollars ($186,588.00) divided by twenty-three (23) shall be deemed earned. Further, payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, but not limited to, a report detailing Services completed during the invoice period; and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees to execute a confidentiality agreement, attached hereto as Exhibit F (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in

connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less Two Million Dollars ($2,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and

provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County, and the Contractor may not use such materials in any way other than for the compliance of the requirements under this Agreement.

11. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or

impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this

Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. If there is an actual conflict, the order of priority provided in Section 2(c) of this Agreement shall apply.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

MICHAEL HABERMAN ASSOCIATES, INC.

By: _____

Name: Michael Haberman

Title: President

Date: August 31, 2015

NASSAU COUNTY

By: _____

Name: Charles Ribando

Title: County Executive
Deputy County Executive

Date: 11/24/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of August in the year 2015 before me personally came Michael Haberman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Michael Haberman Assoc, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Karen Schreiner
NOTARY PUBLIC

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 20 18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of November in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 20 16

Concetta A. Petrucci

EXHIBIT A

Request for Proposals issued on May 18, 2015

Nassau County Department of Assessment

Edward P. Mangano - County Executive

James E. Davis - Acting Nassau County Assessor

REQUEST FOR PROPOSALS

Systematic Review and Analysis of Assessments

RFP# AS0518-1509

Issue Date: May 18, 2015

Nassau County
Long Island, New York

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D. Contract Term

E. Mandatory Proposal Response Requirements

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Appendix A – Cost Proposal

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Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking ***individual*** proposals by ***Tax Class*** from qualified individuals and entities authorized to do business in the State of New York to provide a Systematic Review of the County's Assessment System ***by Tax Class***. The purpose of the RFP is to provide Nassau County with proposals and recommendations from entities qualified to provide a thorough systematic analysis of Nassau County's assessment system, including but not limited to inventory management procedures, dynamic inventory issues relating to the effects of Super Storm Sandy, review of neighborhood/submarket parameters for both residential and commercial properties, review and screening of sales data employed in residential valuation modeling, review and updating of economic and market data utilized in commercial valuation modeling, and evaluation of the market value output from the respective modeling systems. The Systematic Review of the County's Assessment System will be completed by year's end 2017 for the purpose of recalibrating the cyclical assessment roll for 2019/20.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date:	May 18, 2015
Proposal Due Date:	June 08, 2015
Oral Presentation, if necessary:	June 10, 2015
Award Date:	June 15, 2015

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Scope of Systematic Review and Analysis of Nassau County's Assessment System

An assessing unit may revise its assessments as provided for in Real Property Tax Law (RPTL) to maintain uniformity and/or level of assessment, using means other than a full reappraisal in those years in which a full reappraisal is not conducted. The NYS Office of Real Property Tax Services ("ORPTS") will review the assessing unit's documentation showing that it conducted a systematic analysis of all parcels, and then verify the Level of Assessment (LOA) using the tentative roll compared to the estimated market values shared during the Pre-Decisional Collaboration (PDC) process.

The scope of services required for a Systematic Review and Analysis of the County's Assessment System ***by Tax Class*** must be completed by the end of calendar year 2017, with corrections and recalibration of the roll available for the tentative roll of the 2019/20 tax year. The Systematic Review and Analysis must be conducted in compliance with the standard of assessment set forth by NYS Real Property Tax Law. The Systematic Review and Analysis will be completed in conjunction with the Nassau County Assessment Department and its staff, within the existing Nassau County assessment system.

The minimum scope of services required for Systematic Review and Analysis of the County's Assessment System are detailed within Appendix A.

D. INTENTIONALLY OMITTED

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable

written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. Living Wage Law Certificate of Compliance, attached as Appendix F
6. The Proposer's Exceptions to the RFP Requirements, if any.
7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
8. Additional information that you believe pertinent to the County's requirements.
9. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and four (4) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 3:00 p.m. EST on June 8, 2015. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Steven L. Corte, IAO IFAS SRA ASA CSA-G
Deputy County Assessor
Nassau County Department of Assessment
240 Old Country Road, Fourth Floor, Room 400
Mineola, New York 11501
Telephone: (516) 571-3587
Email: Systematicreviewrfp2015@nassaucountyny.gov

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The County reserves the right to award all or any parts of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** ***The bidder is asked to provide the County with a bid that is based on the combined Tax Classes broken down by each Tax Class or may choose an individual Tax Class according to the bidder's level of expertise.*** The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution **[30%]**

- Overall responsiveness of the proposal.
- Demonstration of a clear understanding of the requirements portion of the RFP.
- A clear description of the scope of work needed to satisfy the defined RFP requirements.
- Overall acceptability and efficacy of proposed analysis;
- Management and implementation methods and procedures and supporting systems for ongoing project management and implementation support.
- Previous engagements of similar scope and quality.
- Description of recommendations and alternative approaches that the County might use to improve its management process.

Vendor Profile: Organization, Capacity, Staffing, Resumes **[25%]**

- A complete substantiation of the organizational structure and capacity to provide and support the proposed Scope of Services. xxx
- Resumes of the proposed personnel (quality / demonstrated skills of proposed personnel).
- A clear description of potential resource utilization methods and approach.
- A complete list of the sub-contractors being utilized in all parts of this process is required, and should include what their respective responsibilities will be. Where the vendor has either limited or no expertise in a particular area(s), a list of those areas must be provided to the DoA along with a list of the sub-contractor(s) information and an outline as to what the sub-contractor(s) responsibilities will be.

Related Experience **[35%]**

- Prior public sector experience.
- Demonstrated experience and knowledge of Nassau County real estate markets, assessment systems and practices.
- Project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size.
- A comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project **[10%]**

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.

4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

   The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.

6. **Disclosure of Proposal Contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:

   A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and

   B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and

   C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.

9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.

11. **Negotiated Changes**: In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

12. **Proposer Conflicts**: The Proposer shall not have provided appraisal, consulting or other real estate expert services in any capacity against the County in real property assessment or tax certiorari proceedings within a three (3) year period prior to submission of its proposal. Successful Proposers will agree not to perform such services during the term of their contract with the County.

13. **Disclaimer**: The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Exhibit U and Exhibit EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A
COST PROPOSAL

DELIVERABLE	RATE	# Parcels	COST
Project Management		419,484	
Data Management		419,484	
Public Relations		419,484	
Property Inventory, Review		419,484	
Sale File Development and Edits		419,484	
Neighborhood Analysis/Delineation/Refinement		419,484	
Assessment Modeling and Review		419,484	
- Residential		360,678	
- Commercial		58,806	
Recalibration of Assessment Roll & Review		419,484	
Trending and LOA Analysis		419,484	
Provide Support Documentation		419,484	
Total Cost			

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

b. Detail prior experience in the area of mass assessment modeling.

c. Detail prior experience with public sector clients (similar size and scope).

d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ___ If Yes, please provide details: _____

_____ _____

8) Does this business control one or more other businesses? Yes __ No __ If Yes, please provide details: _____

_____

_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details

regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge._____

_____

_____

b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge._____

_____

_____

c) In the past ten years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

_____

_____

d) In the past five years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___ If Yes, provide details for each such conviction. _____

_____

APPENDIX C

e) In the past five years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past five years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ____ Yes ___; If Yes, provide details for each such instance. _____

16) For the past five tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If necessary, use additional sheets.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

APPENDIX C

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the proposer be other than an individual, the Proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2013

_____
Notary Public

Name of submitting business: _____

By: _____
Print name

_____
Signature

_____
Title

_____/_____/_____
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, please use additional sheets.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details.

APPENDIX D

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past 5 years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ____ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ____ YES ____ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ____ YES ____ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ____ YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ____ YES ____ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ____ YES ____ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ____ If Yes, provide details for each such occurrence.

APPENDIX D

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2015

_____
Notary Public

_____
Name of submitting business

_____
Print name

_____
Signature

_____
Title

_____/_____/_____
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX E

4. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. **Indemnification; Defense; Cooperation**.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars ($2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

APPENDIX E

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii)

the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenes. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars ($_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract:	Administrative fee:
$0 - $5,000	$0
$5,001 - $50,000	$160
$50,001 - $ 100,000	$266
$100,001 or more	$533

APPENDIX E

15. **Executory Clause**. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

EXHIBIT U

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements

appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   _____ (Name)

   _____ (Address)

   _____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

   _____

   _____

_____

_____

_____

_____

_____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

_____
Dated
Signature of Chief Executive Officer

_____
Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2015.

_____
Notary Public

EXHIBIT B

Contractor Proposal dated June 8, 2015

RECEIVED _____

MICHAEL HABERMAN ASSOCIATES, INC.

125 FRONT STREET
MINEOLA, NEW YORK 11501
(516) 739-8080

PROPOSAL

TO THE COUNTY OF NASSAU
DEPARTMENT OF ASSESSMENT

RFP# AS0518-1509

SYSTEMATIC REVIEW AND ANALYSIS OF ASSESSMENTS

REAL PROPERTY
NON-APPRAISAL REASSESSMENT

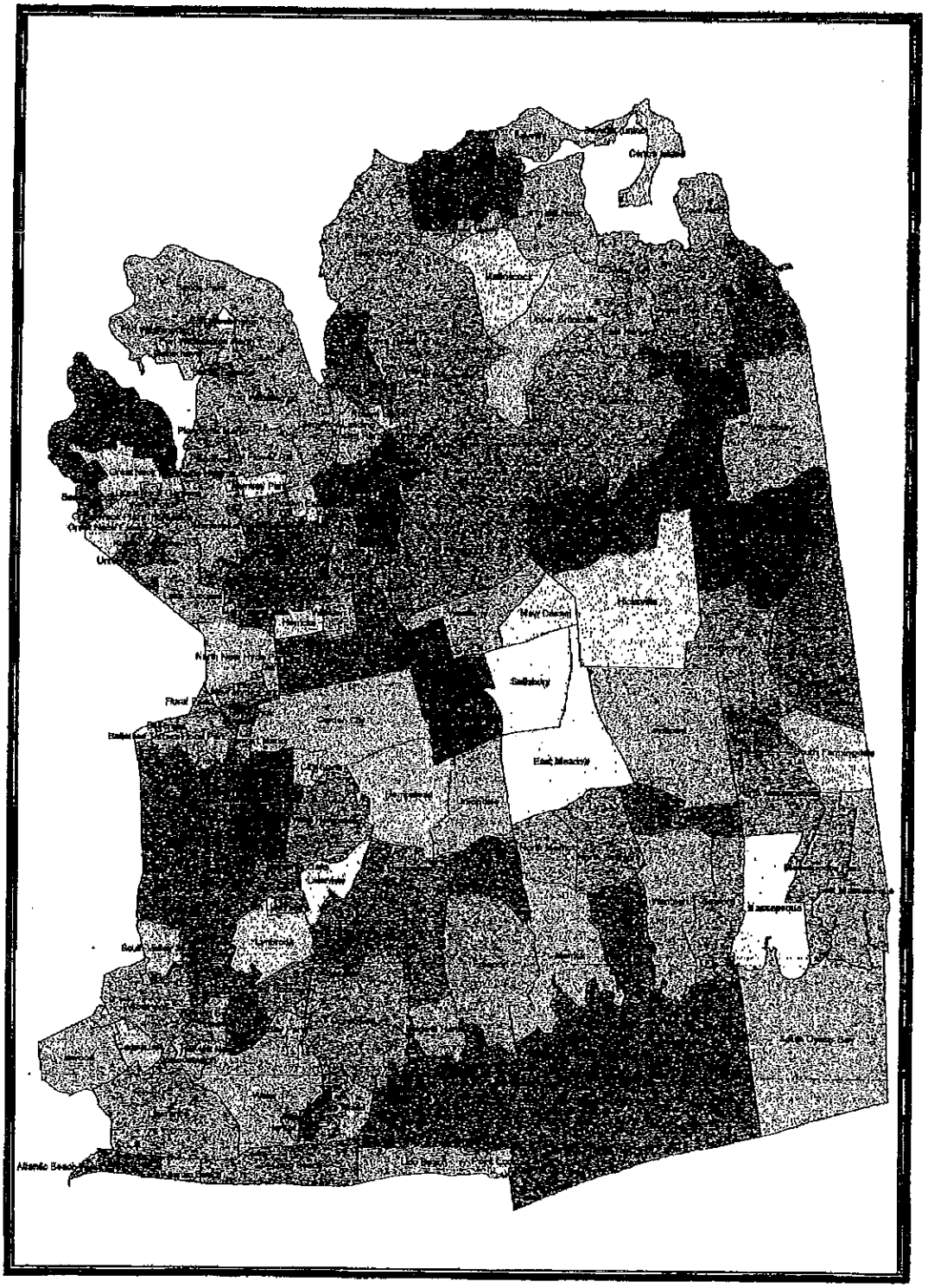
NASSAU COUNTY
LONG ISLAND, NEW YORK

June 8, 2015

2015 JUN -8 PM 2:39

NASSAU COUNTY
DEPARTMENT OF ASSESSMENT
RECEIVED

Nassau County



MICHAEL
HABERMAN
ASSOCIATES, INC.
Real Estate Appraisers & Consultants

MAIN OFFICE
125 Front Street
Mineola, NY 11501
Tel (516) 739-8080 • Fax (516) 739-1810

NYC OFFICE
6 East 46th Street • 4th Floor
New York, NY 10017
(212) 732-4260

June 8, 2015

Mr. Steven L. Corte, IAO, IFAS, SRA, ASA, CSA-G
Deputy County Assessor
Nassau County Department of Assessment
240 Old Country Road, 4th Floor, Room 400
Mineola, New York 11501

RE: Proposal to Provide a Thorough Systematic Review and Analysis of the County of Nassau's Assessment System on a Tax Class Basis for the Purpose of Recalibrating the Cyclical Assessment Roll Available for the Tentative Roll of the 2019/20 Tax Year
EIN: 11-2510480

Dear Mr. Corte:

Michael Haberman Associates, Inc. (hereinafter the "Company") is pleased to submit this proposal to provide a Systematic Review of all real property on a Tax Class basis within the municipality of Nassau County. This proposal does not include the valuation of Roll Section 5 (special franchise) & 6 (utility property) properties. According to the Request For Proposal (RFP), the review is to include, but not limited to, an analysis of inventory management procedures, dynamic inventory issues relating to the effects of Super Storm Sandy, review of neighborhoods/submarket parameters of both residential and commercial properties, review and screening of sales data employed in residential valuation modeling, review and updating of economic and market data utilized in commercial valuation modeling, and evaluation of the market value output from the respective modeling systems. The Systematic Review of the County's Assessment System will be completed by year's end 2017 for the purpose of recalibrating the cyclical assessment roll on a Tax Class basis for 2019/20.

This proposal is to serve as an outline of our fees and scope of work to complete a systematic analysis for all parcels on a Tax Class basis within the County of Nassau in compliance with the standards of assessment set forth by NYS Real Property Tax Law and in accordance with the guidelines set forth by the New York State Office of Real Property Tax Services (ORPTS). The Scope of the Assignment, which will be subject to mutually agreed upon modifications, is stated below.

As will be seen in other areas of this proposal, we would like to mention some of the distinctive features of our Company.

- The Company is a full service Real Estate Consulting and Valuation firm that has been in business for 47 years. It has been performing and providing valuations, tax assessment review and litigation support to numerous municipalities for over 37 years.

- The Company has continually completed revaluations since the Nassau County reassessment completed in 2003 where it provided valuation expertise to the Cole Layer Trumble firm. The Company has recently completed revaluations for the Villages of Westbury, Farmingdale, Mineola, Sea Cliff, Lake Success, Russell Gardens, Great Neck, Williston Park and Great Neck Estates. The Great Neck Estates revaluation was our most recent project, successfully completed on schedule, providing the Village with an equitable and defendable assessment roll for the 2013/14 tax year. The Company provides Annual Updates "Non-reappraisal Reassessments / Systematic Analysis" and support for the above-mentioned municipalities including Small Claims Assessment Review proceedings on an ongoing basis. We provide the best possible assemblage of experienced real estate professionals for this project.

- In 2014 the Company was retained by the Multiple Municipal Reassessment Consortium (MMRC) of Westchester County, to act as project monitor for their county wide reassessment project. The project is currently 50% complete and proceeding on schedule with no complications or unforeseen issues. The winning proposal was submitted by Tyler Technology (f/n/a Cole Layer Trumble) providing systems and valuation methodology for the project. As an intrinsic part of the project, MHA is well versed in the Tyler computer system, which is similar to that of Nassau County's assessment administration program. This intimate knowledge will enable MHA to perform required valuation tasks without costing the County money for training or lost time.

- Nassau County currently has nine municipalities that function under Article 19, "Homestead Tax Option", which by law are required to file Adjusted Base Proportions calculations on an annual basis. Michael Haberman Associates, Inc. is the only company which has calculated and submitted to ORPTS these detailed calculations for each of the municipalities. This experience provides the Company a clear understanding of a multi-class assessment system similar to that which the County functions under.

- The Company has acted as appraisers and consultants to the Nassau County Attorney's Office in the defense of tax certiorari claims for over 34 years, in the more recent years also working with the Assessment Review Commission. This has included the appraisal of almost every property type and complexity seen in Nassau County. The Company has provided litigation support and expert testimony in defense of its value estimates over the same period.

- The Company has acted as consultants to the Nassau County Attorney's Office and Department of Assessment in defense of the Class 1 Assessment Roll for an 11 year period, additionally working with the Assessment Review Commission for two years. This has included the preparation of between 10,000 and 20,000 evaluations each year along with summary appraisal reports when applicable.

- Michael Haberman Associates, Inc. has acted as appraisers and consultants to the Town of Babylon's Department of Assessment in the defense of tax certiorari claims for over 20 years. This has included the appraisal of almost every property type and complexity seen in the Town. The Company has provided litigation support and expert testimony in defense of its value estimates over the same period. The Company also provides assistance in defending the Town's 5,500 plus small claims filings on an annual basis, providing property specific appraisals, statistical analysis and expert defense in Court.

- The Town of Huntington retained Michael Haberman Associates in 2013 to facilitate disposition of approximately 5,000 small claims filings on an annual basis.

- In 2012, after more than a year of development, Michael Haberman Associates, Inc. released its gold standard small claim valuation program. This program provides the Company the ability to value thousands of properties with consistency and fairness.

The Company's history of providing the above-mentioned services to Nassau County and other municipalities over an extended period makes us uniquely qualified to perform the RFP's stated program. Our people are highly professional and we have maintained a close successful working relationship with the County Attorney's Office, ARC and the County's Assessment Department for many years. A true indication of our resolve in providing the finest service possible is in the proven results, both on paper and by reputation.

Michael Haberman, Ronald Haberman and Thomas Donato are the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal which we look forward to discussing with you at your convenience. We appreciate and thank you for your time.

We have made every attempt to respond to all of the necessary points within the RFP and we hope that you look favorably on this submission. As directed, we have included an Addendum which contains appraiser resumes with license numbers for those people available for the program. If there are any questions regarding this proposal, please do not hesitate to contact us for clarification.

Respectfully submitted,

MICHAEL HABERMAN ASSOCIATES, INC.

Michael Haberman, SRPA, ASA, CSA-G
Certified General Real Estate Appraiser
State of New York – ID # 46-4496

Ronald Haberman, MAI, CSA-G
Certified General Real Estate Appraiser
State of New York – ID # 46-4499

Thomas Donato, IAO, CSA-G
Certified General Real Estate Appraiser
State of New York – ID # 46-39299

INTRODUCTION

In response to the RFP by the County of Nassau's Department of Assessment, Michael Haberman Associates, Inc. is pleased to submit this proposal. As seen within our *Cover Letter*, we believe that our history of providing tax assessment review support to Nassau County and other municipalities for many years and providing revaluations, assessment updates and support in Small Claims Assessment Review proceedings along with general assessment department support over the last twelve years uniquely qualify us to perform the RFP's stated program.

As previously mentioned within the Cover Letter, The Company has continually completed revaluations since the Nassau County reassessment completed in 2003 where Michael Haberman Associates, Inc. provided valuation expertise to the Cole Layer Trumble firm. The Company has recently completed revaluations for the Villages of Westbury, Farmingdale, Mineola, Sea Cliff, Lake Success, Russell Gardens, Great Neck, Williston Park and Great Neck Estates. The Great Neck Estates revaluation was our most recent project, successfully completed on schedule, providing the Village with an equitable and defendable assessment roll for the 2013/14 tax year. The Company provides Annual Updates / Systematic Analysis and support for the above mentioned municipalities including statistical analysis, Adjusted Base Proportions calculations, Tax Shift Analysis and Small Claims Assessment Review proceedings on an ongoing basis. We provide the best possible assemblage of experienced real estate professionals for this project.

Summary of Reassessment Projects & Annual Updated / Systematic Analysis

Municipality	Parcel Count	Date Completed	Update Performed
Nassau County	418,000	2003	2004-2005
Russell Gardens	283	2005	2006-current
Lake Success	978	2008	2009-current
Mineola	5,675	2008	2009-current
Sea Cliff	1,923	2008	2009-current
Farmingdale	2,299	2010	2010-current
Westbury	4,747	2010	2010-current
Great Neck	2,980	2011	2011-current
Williston Park	2,421	2012	2012
City of Glen Cove	7,749	-	2012-current
Great Neck Estates	914	2013	2013-current

This proposal shall remain in effect until June 8, 2016, or for a period of one year from the date of its submission. The Company understands and agrees to all the terms, specifications and conditions of the RFP.

As seen in other sections of this proposal, the Company's principals and project manager have at least 15 years of experience in appraising a diverse variety of properties in Nassau County and have extensive experience testifying in litigated valuation matters. The Company has significant and verifiable expert witness experience within Nassau County and other municipal entities in tax certiorari and/or other litigation related matters.

The Company is totally capable of providing the Scope of Services needed for the systematic review and analysis of Nassau County's Assessment System as seen following this Introduction in a concise and defensible fashion.

The Company recognizes that it is bound by and shall comply with the terms of Exhibit U and Exhibit EE to the Standard Clauses for Nassau County Contracts, attached to the RFP as Appendix E, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.

E. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

As seen above, this proposal shall remain in effect until June 8, 2016, or for a period of one year from the date of its submission.

The RFP mandates that all Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.

   Answer: See Appendix A following.

2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.

   Answer: See Appendix B following.

3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

   Answer: See Appendix C following which includes the latest verified financial statement.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.

   Answer: See Appendix D for each of the two principals of the Company following.

5. Living Wage Law Certificate of Compliance, attached as Appendix L

   Answer: See Appendix L following.

6. The Proposer's Exceptions to the RFP Requirements, if any.

   Answer: The Proposer respectfully takes exception to the first sentence within the statement seen in Section H, Page 7 Paragraph 12 of the RFP entitled *Proposer Conflicts*. The sentence reads: *"The Proposer shall nót have provided appraisal, consulting or other real estate expert services in any capacity against the County in real property assessment or tax certiorarl proceedings within a three (3) year period prior to submission of its proposal."*

   Reason for Exception: Since the Company was precluded from working for the Nassau County Attorney's office in 2009, within its normal course of business as tax assessment review experts, it has provided limited appraisal and consulting services in capacities against the County within the three year period prior to the submission of this proposal.

In May 2013, the Company received a one year contract (1/1/13 – 12/31/13) from the Nassau County Attorney's office. During December of that year, it appraised three properties including RXR Plaza in Uniondale (over a million square foot trophy office building) and the Tree Line Franklin Avenue Plaza Office Complex in Garden City, another significant property for the County. For the remainder of 2013, the Company did not engage new petitioner assignments after the County contract was signed. The Company also received a two year contact (6/17/14 – 6/16/16) from the Nassau County Department of Public Works Division of Real Estate Services. As of this date, it has appraised five properties including the Silverpoint/Sun and Surf Beach Club in Atlantic Beach and a five acre site at the S/W/C portion of the Nassau Coliseum property in Uniondale.

Offered Alternative: The Company has always maintained and will continue to maintain a strict policy regarding potential conflicts of interest or an appearance of a conflict of interest.

The Company additionally requests a waiver of this section of the RFP.

7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.

   Answer: All designated signature lines have been signed by a principal of the Company.

8. Additional information that you believe pertinent to the County's requirements.

   Answer: Additional information can be seen within various sections of this proposal.

9. Statement proposer has registered with the County as a vendor.

   Answer: The Proposer has registered with the County as a vendor.

APPENDIX A

DESCRIPTION AND PARCEL CLASSIFICATION

2014 Parcel Counts by Broad Use Property Class Code County of Nassau		
Broad Use Category	**Description**	**Parcel Count**
100	Agricultural Properties	20
200	Residential Properties	369,949
300	Vacant Land	15,424
400	Commercial Properties	24,206
500	Recreation and Entertainment Properties	923
600	Community Service Properties	6,783
700	Industrial Properties	1,274
800	Public Service Properties	4,554
900	Public Parks, Wild, Forested and Conservation Properties	561
Total Parcels in All Broad Use Categories		**423,694**

Class	Parcel Count	Description of Each Tax Class
I	385,886	The class of real property as defined in Article 18 of the Real Property Tax Law that includes one, two and three-family houses and residential condominiums of three stories or less and most residential vacant land.
II	6,417	The class of real property as defined in Article 18 of the Real Property Tax Law that includes apartment buildings, residential cooperatives and residential condominiums of four stories or more.
III	2,270	The class of real property as defined in Article 18 of the Real Property Tax Law that includes all public utility equipment defined as real property in state law.
IV	29,420	The class of real property as defined in Article 18 of the Real Property Tax Law that includes all properties not defined in the first three classes. This class contains primarily commercial and business properties and vacant land.

COST PROPOSAL

Operations	Parcel Count per Tax Class			Rates		Cost per Class			Complete Project
Project Management	385,886	6,417	27,817	$0.50	$5.50	192,943	35,294	152,994	381,230
Data Management	385,886	6,417	27,817	$0.75	$1.50	289,415	9,626	41,726	340,766
		6,417							
Property Inventory, Review (desktop)	385,886	6,417	27,817	$2.00	$5.00	771,772	32,085	139,085	942,942
Property Inventory, Review (field review 2.5%)	9,647	160	695	$15.00	$25.00	144,707	4,011	17,386	166,104
Sale File Development and Edits	385,886	6,417	27,817	$1.00	$2.50	385,886	16,043	69,543	471,471
Neighborhood Analysis / Delineation Refinement	385,886	6,417	27,817	$1.00	$2.00	385,886	12,834	55,634	454,354
Street Level Images (limited to 1% of population)	3,859	64	278	$5.00	$5.00	19,294	321	1,391	21,006
Assessment Modeling Review									
- Residential	385,886			$1.20		463,063			463,063
- Commercial		6,417	27,817		$7.50		48,128	208,628	256,755
Recalibration of Assessment Roll & Review	385,886	6,417	27,817	$1.00	$2.00	385,886	12,834	55,634	454,354
Trending and LOA Analysis	385,886	6,417	27,817	$1.00	$2.00	385,886	12,834	55,634	454,354
Provide Support Documentation	385,886	6,417	27,817	$0.50	$3.00	192,943	19,251	83,451	295,645
					Total Cost / Class	3,617,681	203,258	881,103	4,702,043
					Cost / Parcel	9.38	31.68	31.68	$11.19
								15% Discount	$705,306
								Discounted Fee	$3,996,737
								Discounted Fee / Parcel	$9.51

Tax Class	Fee (rounded)
Class I	$3,620,000
Class II	205,000
Class IV	886,000
Total Project (with discount applied)	$3,995,000

If awarded the contract in total the Company will apply a 15% discount to the Total Fee.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this proposal, each Proposer and each person signing on behalf of any other Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____ (Signature)

PRINT NAME: Michael Haberman **DATE:** 6/8/15

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

DESCRIPTION OF THE PROPOSAL

Scope of the Assignment and Proposed Fee for a Systematic Analysis

As stated in the Guide for Cyclical Reassessment, "*New York State Real Property Tax Law (RPTL) requires all properties in each municipality (except in New York City and Nassau County) to be assessed at a uniform percentage of market value each year. This means that all properties in each city, town or village must be assessed at market value or all at the same uniform percentage of market value each year. State Law also requires your assessor to include the estimate of the market value for each property, the assessment for each property and the uniform percentage for all taxable property on the tentative assessment roll*".[1]

There are numerous advantages for undertaking a revaluation. The County should have an assessment roll which has up-to-date market values.

- Nassau County has not recently performed a complete revaluation. Therefore, over time, due to changes in the economy and the physical inventory, assessments become less uniform and less reflective of actual current market values and trends. As a result, it is more likely for apparently similar properties to be assessed very differently. A systematic analysis reassessment of Nassau County properties will help provide market values that are more reliable and uniform.

- Having a fair, equitable and current assessment roll will significantly reduce the number of successful tax appeal cases over time, particularly commercial certiorari court cases.

Producing the most accurate assessments for 2019/20 tax year will require a team of qualified individuals both from the Nassau County Department of Assessment and Michael Haberman Associates, Inc., focusing on their fields of expertise and knowledge of data and the Nassau County real estate market. In completing a systematic analysis, NYSORPTS will require supportable market values for all residential and commercial properties. Residential market value is typically supported and verified by comparable sales within the County. In addition, commercial properties will also be valued and verified by the Income Approach in a systematic approach. This proposal is strictly for a systematic analysis of all parcels within Nassau County and not for a complete revaluation of the County. All procedures as outlined in this proposal will follow NYS ORPTS and IAAO standards for a systematic analysis. Nassau County consists of

[1] NYS Office of Real Property Tax Services Website, Guide for Cyclical Reassessment, March 2013 – Page 3

approximately 423,993 parcels which include agricultural, residential, vacant, commercial, recreational, community service, industrial, public service and public parks of which require estimates of market value. **This proposal is only for the analysis of parcels classified within Roll Sections 1 & 4 and Tax Classes I, II & IV. Parcels highlighted red are not part of the systematic review or included in this proposal.**

Parcel Count as Indicated by Nassau County

Class	Roll Section 1	Roll Section 5	Roll Section 6	Roll Section 8
1	383,318	0	0	2,568
2	6,294	0	0	123
3	0	1,471	799	0
4	19,739	105 +	1,498 = 1603	8,078

The process of completing a Systematic Analysis of the parcels by Tax Class located within the taxing jurisdiction of Nassau County would start with a statistical analysis of the physical inventory on file with Nassau County's Department of Assessment (DOA). The data will be revised, when applicable, by requesting all property owners respond to data mailers. An integral part of this proposal is the field inspection of up to 2.5% of the population which is the subject of this analysis. Composition and mailing of "Data Mailers" are the responsibility of Nassau County. New photographs will replace incorrect or dated photographs when necessary. The end result will be an accurate and strong property inventory database.

Having completed inventory updating and verification, the next phase of the process is to review neighborhoods on a Tax Class basis, as currently delineated. This is critical in producing geographically specific market values. Due to the volume of data and complexity of the analysis "IBM SPSS Statistics" (originally, Statistical Package for the Social Sciences) is utilized. This statistical software package provides the necessary testing and graphing required to make sound decisions. Results of this analysis will be discussed with the County Assessor, displaying results of the analysis and recommended modifications.

Before testing the prior year Nassau County assessment roll for actual Level of Assessment (LOA), sales utilized must be time adjusted to the date of value. "IBM SPSS Statistics" again is the preferred statistical package to use, enabling the user to consider many variables projecting different solutions. Sales utilized for this analysis will be retrieved from the Nassau County Database, reviewed for reliability and analyzed as outlined in NYS ORPTS procedures.

The valuation process begins with stratifying properties by their delineated neighborhood and then by physical and economic characteristics. This is a crucial step in the valuation process in order to determine accurate market values. Once again, with the utilization of IBM SPSS Statistics, strata's will be tested with conclusions focused on uniformity and level of assessment. All results and conclusions will be discussed with the County Assessor to develop the best plan for implementation.

At the discretion of the County Assessor, manpower can be focused on property types that have historical inventory and valuation inconsistencies. This can be accomplished through the confines of the scope of work and fee structure.

In order to understand the full impact of the results as indicated by the systematic review, a tax impact study needs to be completed. The real estate market is influenced by many factors such as, geographical, social and political. These factors directly influence market values, therefore causing the real estate market to appreciate or depreciate at different rates in relatively small geographic areas such as Nassau County. Keeping in mind even if a community has been relatively stagnant over the past number of year since the County last updated assessments, the tax burden can change due to its relationship as part of the whole. This type of study provides insight the Assessor and other public officials will need for inform the public of the results of the project.

Once all testing and recommend adjustments are complete, the data will be transferred to the Department of Assessment in a suitable electronic format. Formatting of data will be determined by the Nassau County IT Department and our in-house Programmer/Database Administrator.

Our proposal assumes that Nassau County will file all required documents to the NYS Office of Real Property Tax Services (NYSORPTS) in a timely manner. "*...the assessing unit must notify ORPTS of its intentions to conduct a non-reappraisal reassessment in writing (e-mail is sufficient) no later than 180 days prior to the applicable tentative roll*".[2]

As discussed in the document known as *An Owner's Manual for Maintaining Uniformity*, NYSORPTS would be involved in the entire process providing consulting services, advisory appraisals and monitoring / verification of the reassessment results.

The scope of services as detailed above are based on our interpretation of the specifications as indicated in the RFP published on May 18, 2015 by Nassau County Department of Assessment. Change to scope as outlined in this proposal may be modified though mutual agreement.

[2] NYS Office of Real Property Tax Services Website, Guidelines for Non-reappraisal Reassessments, March 2013, page 2

In order to complete a project of this size in the time permitted, assistance from the DOA is required. The list below indicates some of the items that are required:

- Appropriate Final Assessment Roll.
- Corresponding property inventory.
- Street level images for each parcel.
- Tax maps for corresponding year.
- List of properties currently under transitional assessment.
- List of properties currently posted at less than 100% complete.
- List of all properties impacted by Super Storm Sandy
- Tax Rate matrix for all taxing authorities.
- List of any property splits/merges or S/B/L changes since prior tax roll.
- Sales database.
- Residential / Commercial model variables (matrix).
- Prior trend analysis since last completed reassessment.
- Residential / Commercial neighborhood delineation.
- Current orthoimagery and geographical information system (GIS) dataset as maintained by Nassau County's GIS Department.

Services Provided in a Systematic Analysis on a Tax Class Basis

- Review residential and commercial neighborhood delineations through the use of SPSS and GIS.
- Stratify property for analysis.
- Develop time trending for all neighborhoods based on Re-sales Analysis, Value / Unit Analysis and a Sales Ratio Trend Analysis.
- Rolling Analysis based on sales price ratio and sale price.
- Upload County data in preparation for statistical testing into SPSS.
- Systematic Analysis of all parcels as previously discussed on a Tax Class Basis.

- Sales ratio study determining level of assessment (LOA).
- Tax shift analysis.
- Apply trending factors on a per neighborhood basis.
- Test for acceptable limits (within Tax Class) for Coefficient of Dispersion (COD), Price-relative differential (PRD) on a neighborhood and countywide basis.
- Revaluation of specific strata's when required.
- All conclusions will be transfed to DOA in a predetermined file format.
- Submit to Nassau County DOA and ORPTS reassessment verification documentation.
- Participate in regular status meetings with representatives of NYSORPTS and the Nassau County DOA as required.
- The Company will assist the County with public informational meetings as needed.
- We intend to have an "open door policy" and will be accessible through designated telephone lines and/or e-mail.

In an effort to assist the reader of this proposal, specific detail has been provided for the six topics that were focused on in the RFP.

Inventory Management Procedures:

The Assessment System is the foundation which makes up an ad valorem tax based program, with physical inventory being the cornerstone. This portion of an assessment system is the most important, requiring timely and accurate data to ensure sound accurate market values. Having intimate knowledge of the current computer management system the County has in place, we assume this topic addresses data verification and quality control of data, not computer management issues.

There are many ways to ensure accurate building data; the most elementary is to start with complete on-site inspections. This produces the most accurate property record but is very costly, time consuming and labor intensive. This can be completed through an annual re-assessment program as approved by ORPTS. Based on intimate knowledge of the County's inventory, it is apparent that the Inventory has been well maintained with a low percentage of erroneous data. Since the base inventory is fairly accurate, there are more cost effective methods of data verification which, over time, can be almost as effective.

1) Cyclical re-assessment, as approved by ORPTS, is very effective if completed in a systematic method. As outlined in ORPTS' documentation, "Aid for Cyclical Reassessment," this can be completed over a six year period with 17% of the population requiring data collection annually. Stratifying the assessment roll into logical groups such as tax class, property type, use, size, age and geographical location makes for an efficient method to complete the task.

2) Combining multiple methods may prove to be the most cost effective path to take in a municipality the size of Nassau County.

   a. Building permits currently trigger the Department of Assessment to perform field inspections of properties. This is an effective method to capture renovation projects and new construction when managed correctly. The first step in the process requires good communications with the originating municipalities. Data must be retrieved in a timely manner and reviewed for its impact on market value. To be most effective, permits should be triaged based on degree of work and impact on value, triggering a site inspection based on percentage of change in market value.

   b. Inter-departmental communication and sharing of data is critical in maintaining inventory. Departments that should participate in such a program would include Assessment Review Commission, County Attorney and the department that handles the Geographical Information System. These three departments sift through unknown amounts of property data without sharing; to do so would benefit the County.

   c. The Assessment Department does not have the power to require physical property inspections, but once an Article 7 is filed by a petitioner, the County Attorney does under discovery. This can open the door to requesting site plans and performing onsite inspections.

   d. Digital orthoimages can be an invaluable aid in discovering changes to property. This procedure can be automated with the use of Pictometry which permits users to measure structures from their desktops. Pictometry's multiple modules also permit users to verify sketches with 'Sketch Check,' scan for property changes via 'ChangeFindr' and perform computer-assisted analysis through the program.

   e. The private sector is also a resource which should be tapped. Having regular meetings with local brokers can provide insight to many properties which otherwise may not be accessible.

   f. County appraisal consultants should be required to submit all data they retrieve while completing an appraisal for the County. Any resource should be tapped to make the County as efficient as possible.

g. Utilization of GPS-equipped tablets or I-Pads will provide for a much higher level of accuracy and efficiency as they would enable an assessor to record and retain all site data, photos and sketches from the field.

Plan of Action

Not being involved in the current day-to-day operations of the County makes it somewhat subjective as to how to truly help. What is definite is that it will take a seasoned team to correct and implement new and effective procedures to ensure an accurate base inventory. This will take a team made up of senior County Assessors and our in-house experts working toward the common goal of providing property owners a fair and equitable assessment roll. Until an audit is completed on current County procedures, an exact plan is difficult to map out. The above-mentioned programs are just some of the programs that can be implemented if required.

Dynamic Inventory Issues Relating to the Effects of Super Storm Sandy

Inventory issues related to Super Storm Sandy are no different than properties damaged by any other form of destruction. Notification of loss is the property owner's responsibility and can only be addressed on a per-parcel basis. As with any project where large amounts of data is handled, it is imperative to control the data though a reliable database designed to provide operating parameters, limitations, charts and self-edit reports. As stated in the previous section, subsection "g", the use of a GPS enabled tablet or I-Pad loaded with such a database will enable the municipality to update and track changes.

When numerous properties in concentrated areas such as the south shore of Nassau County suffer from diminution in value, it is critical to perform a tax shift analysis. This analysis should focus on all taxing authorities and special districts that are impacted by the disaster. Modeling for this analysis should consider multiple scenarios through the use of SPSS in conjunction with ESRI's GIS program. This will provide answers for the County Controller, school districts and special districts that rely on the County assessment roll to levy taxes on.

Plan of Action

Review current County procedures. Implement the use of tablets for data retrieval in the field. Complete tax shift analysis based on taxing authority boundaries.

Review of Neighborhood/Submarket Parameters for Both Residential and Commercial Properties:

Neighborhood delineation is an intricate part of any valuation model. In order to produce accurate geographical and economic market segments, extensive statistical analysis, geographical analysis and a comprehensive review process from local real estate valuation experts is required. Any one component of the analysis is as important as the other two.

Residential Neighborhood Delineation (Tax Class I)

This process should begin with reviewing physical parameters of each defined neighborhood, ensuring all external factors are accounted for. This process is most effectively accomplished through the use of a GIS program starting with the most general parameter such as town/city working down to the smallest factor such as a townhouse development. This process enables the analyst to identify submarkets within neighborhoods which may be influenced by market factors other than those that impact the larger whole. Once neighborhoods have been delineated on a physical basis, the economic influences must be analyzed in order to confirm that each neighborhood actually represents market conditions. Neighborhood boundaries may require fine tuning in order to produce desired results. Real estate valuation is not an exact science; sometimes value is influenced by factors that cannot be quantified. Therefore, the final step in the process is to have local real estate experts review the overall results of the neighborhood delineation.

Commercial Neighborhood Delineation (Tax Classes II & IV)

Development of commercial neighborhoods is very similar to that of residential neighborhoods. The approach is the same as reviewing a residential neighborhood, looking at each influence factor from largest to smallest, like an inverted pyramid. Commercial neighborhoods are more economy sensitive in design and less restricted by natural boundaries. Developing commercial neighborhoods requires large amounts of property-specific (economic/financial) data such as leases and I&E's. Delineating commercial neighborhoods based strictly on physical features may produce neighborhoods that do not represent the true homogenous characteristics that should be the focus for delineating neighborhoods.

Plan of Action
Review residential and commercial neighborhood delineation as indicated above and test for reasonableness.

Review and Screening of Sales Data Employed in Residential Valuation Modeling (Tax Class I):

To produce accurate estimates of market value for residential property, the sales population must be comprised of arm's length transactions, relative to the valuation date and representative of the population being valued. Of the three factors, determination of arm's length sales requires the most due diligence and legwork. It is assumed all sales will be retrieved through the County Clerk's Offices in a digital format. The first level of filtering is based on sale date, grantor / grantee relations and properties that transferred for zero consideration. This can be accomplished programmatically with limited human intervention. Further, computer-assisted filtering can be accomplished through the use of statistical analysis on a per neighborhood basis to identify outliers using statistically determined parameters. As previously stated, all analyses must be based on delineated neighborhoods. This ensures taking into account social / economic factors that may exist throughout the County. Further verification is required to produce a sales population representative of the market / neighborhood. This step is the most labor intensive, requiring a real estate market-savvy team to research the remaining sales to determine validity. This research includes, but is not limited to reviewing deeds, Multiple Listing postings and communicating with principals of specific transactions. Though time consuming, these procedures produce reliable sales populations, providing a solid basis for residential property valuation.

Plan of Action

Review County procedures recommending changes where indicated.

Review and Updating of Economic and Market Data Utilized in Commercial Valuation Modeling (Tax Classes II & IV):

As with any other form of modeling, the more data utilized to compile a model, the better a model can predict market values. Since most of the variables that make up commercial models are economic in nature, the support needed to develop them is proprietary in nature. Therefore retrieval of reliable data can be difficult at best and requires many resources to tap into. The County already has numerous resources at their disposal which are utilized to develop models such as the ASIE annual survey, data submitted to ARC and data submitted to the County Attorney's Office. Additional resources could include private appraisal companies, commercial real estate offices and third-party subscription services. To review and update commercial data, the information should be stratified by property use within each of the commercial neighborhoods. This method will enable review of each property type for a neighborhood and at the same time identify areas where data has to be refined or increased. This way attention can be focused on neighborhoods where data is weak and not wasted on areas where good and sufficient amounts of data exist.

Plan of Action

Review County data and analyze current methods utilized to retrieve data.

Evaluation of the Market Value Output from the Respective Modeling Systems

Residential Model Calibration (Tax Class I)

Once all the data is gathered, verified and analyzed on a per neighborhood basis, models can be developed and tested. There are multiple methods to certify models. The most common method utilizes properties that have recently sold, utilizing the sale price as a benchmark for testing the model's ability to predict market value. This is the preferred calibration method for residential property and mainly utilized by NYSORPTS to analyze the level of assessment for a municipality.

Commercial Model Calibration (Tax Classes II & IV)

When valuing commercial property in Nassau County, consideration must be given to the method accepted in the Courts for certiorari proceedings. For income producing property, the Courts require the income approach to value. Therefore, testing a model against the sale price of recently sold commercial property may or may not indicate a sustainable assessment in the eyes of the Court. The most effective method is to develop a benchmark property for each use and neighborhood utilizing the income approach to value. Running the model against the hypothetical property tests for market predictability within an acceptable margin of error for each property type.

Plan of Action
To follow the above outline methods, testing the County market value output for accuracy and reasonableness with the aid of "IBM SPSS Statistics".

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

Answer: The Company's two principals are Michael Haberman and Ronald Haberman. The Project Manager is Thomas Donato. Their biographies follow. The resumes of all staff expected to be assigned to this project can be found in the Addendum of this proposal.

Michael Haberman, SRPA, ASA, CSA-G is the President of Michael Haberman Associates, Inc. and has been actively engaged in the appraising, analysis and management of real estate since 1966. He is a graduate of Long Island University, School of Business Administration, C. W. Post Campus with a Bachelor of Science degree in Accounting. He is certified in New York State as a General Real Estate

Appraiser, holds a NYS Certified General & Residential Instructor's license and is a NYS Licensed Real Estate Broker.

Michael Haberman's real estate related appraising and consulting experience is primarily in New York State. Various property types appraised include single and multi-family dwellings, shopping centers, office complexes, fast food and full service restaurants, gasoline stations, industrial facilities, R & D parks, country clubs, golf courses, beach clubs, hospitals, nursing homes, congregate care facilities, day care centers, theatres, schools, residential subdivisions, racetracks, railroad, utility and water company properties for example.

Michael Haberman is an expert in the field of Condemnation and Tax Certiorari, which he has been actively engaged in since 1967. His experience includes being Special Consultant to the Nassau County Department of Assessment regarding Small Claims proceedings where his firm has evaluated and/or appraised over 150,000 properties for purposes of negotiation and/or litigation, and Consultant to the Office of the Nassau County Attorney – Tax Certiorari and Condemnation Divisions. He has managed phases of the reassessments of various villages in Nassau County. Additionally, he is Special Consultant to the Town of Babylon Department of Assessment. His experience also includes acting as Review Appraiser for the Nassau County Attorney's Office and Special Consultant to the City of Long Beach.

Michael Haberman has lectured at the Nassau Academy of Law and the New York State Bar Association of Real Property Tax Assessment. He has been a faculty member at the Fordham University School of Law, Continuing Legal Education Department and an instructor for the Columbia Society of Real Estate Appraisers at Hofstra University.

Michael is qualified as an expert witness and has appeared and testified in the Supreme Courts of Manhattan, Brooklyn, Queens, Bronx, Nassau, Suffolk and Westchester Counties and both the New York State Court of Claims and U.S Federal Court.

Michael Haberman is a member of the Appraisal Institute, Long Island Chapter, holding the SRPA (Senior Real Property Appraiser) designation. He is a member of the American Society of Appraisers holding the ASA designation, and a member of the Columbia Society of Real Estate Appraisers holding the CSA-G designation.

Ronald Haberman, MAI, CSA-G, is the Vice-President of Michael Haberman Associates, Inc. and has been actively engaged in the appraising and analysis of real estate since 1981. He is a graduate of Long Island University, School of Business Administration, C.W. Post Campus, with a Bachelor of Science degree in Accounting. He also attended Yeshiva University and Long Island University for graduate work in Education and Mathematics. Ronald is certified in New York State as a General Real Estate Appraiser and holds a NYS Certified General & Residential Instructor's license.

Ronald Haberman's real estate related appraising and consulting experience is primarily in New York State with concentrations within the Long Island and New York Metropolitan region. Various property types appraised include single and multi-family dwellings, shopping centers, office complexes, automobile dealerships, fast food and full service restaurants, gasoline stations, industrial facilities, R & D parks, schools, country clubs and large vacant parcels including residential subdivisions for example.

Ronald Haberman is an expert in the field of Condemnation and Tax Certiorari, which he has been actively engaged in for more than 35 years. Clients include municipalities and government agencies; prestigious real estate attorneys; major corporations; property owners, developers and managers. His past experience includes the development of office management, flow control and operating systems utilized for the analysis and/or appraisal of over 160,000 residential properties as part of the work performed for the Nassau County Department of Assessment and Town of Babylon, along with numerous villages in Nassau County regarding Small Claims proceedings. He has managed phases of the reassessments of various villages in Nassau County. He has appraised complex industrial, commercial and residential properties across the region for condemnation, estates and trusts, asset management, open space and matrimonial purposes and is experienced in cash flow analysis. His expertise includes the valuation of wetlands, development rights and conservation easements.

Ronald Haberman is also President of The Home Appraisal Company, Inc., a full service residential appraisal company that he founded over 23 years ago. Having both private, municipal and attorney clients, this company produces FNMA and Appraisal Institute form appraisal reports. Ronald interfaces with clients and acts as a review appraiser when required. He is past President of the New York Condemnation Conference, an association of New York real estate experts including appraisers, attorneys and engineers. He has been an instructor for the Columbia Society of Real Estate Appraisers at Hofstra University.

Ronald is qualified as an expert witness and has appeared and testified in the Supreme Courts of Brooklyn, Queens, Nassau and Suffolk Counties; the New York State Court of Claims, United States Bankruptcy Court (Eastern District of New York) and United States District Court (Eastern District of New York). He has appeared at Small Claim Assessment Review (SCAR) hearings representing the Company, Nassau County and the Town of Babylon and has trained Company representatives prior to their appearances.

Ronald Haberman is a member of the Appraisal Institute holding the MAI designation, is a past Vice-President of the Long Island Chapter and currently sits on the Board of Directors. He has been Chairman of the General Seminar committee for five years being responsible for providing quality educational seminars on real estate valuation related topics. Ronald is also a member of the Columbia Society of Real Estate Appraisers holding the CSA-G designation.

Thomas Donato, IAO, CSA-G is a chief appraiser with Michael Haberman Associates, Inc. and has been actively engaged in the appraisal of real estate since 1997. Thomas is certified in New York State as a General Real Estate Appraiser and is a NYS licensed Real Estate Salesperson. Mr. Donato currently holds the position as appointed Assessor for the villages of Lake Success, Great Neck, Amityville, Lindenhurst and formerly the Village of East Rockaway. He also holds a NYS Certified General and Residential Instructor's license.

Mr. Donato's real estate related appraising experience is primarily in New York State with concentrations within the Long Island and New York Metropolitan region. Various property types appraised include single and multi-family dwellings, shopping centers,

office complexes, fast food and full service restaurants, gasoline stations, industrial facilities, R & D parks, country clubs, oil storage facilities, marinas, schools and residential subdivisions as examples. His past association with major oil companies gives him a thorough understanding of the unique factors that affect the value of retail gasoline outlets.

Mr. Donato has been involved in the appraising of real property for Tax Certiorari since coming to work with the company. His experience includes appearances in Small Claim Assessment Review hearings representing Nassau County. During the reassessment project of Nassau County, Mr. Donato served as the Commercial Supervisor for Michael Haberman Associates, Inc. overseeing a large staff of commercial appraisers in the day-to-day operations of the project. Mr. Donato is currently project manager for the revaluation of the Village of Great Neck. Recently Mr. Donato has completed revaluation projects for the villages of Russell Gardens, Lake Success, Sea Cliff, Mineola, Farmingdale and Westbury. Mr. Donato is also responsible for in house implementation of ACI software and digital photography utilized by the company, training and support on all computer and digital media for in house staff and fee appraisers. Additional areas of specialized study include numerous computer courses such as Geographical Information Systems (ESRI), RPSV-4, Regression Analysis (SPSS) and Argus.

Mr. Donato is a member of the Columbia Society of Real Estate Appraisers and holds CSA-G designation. He is currently on the Board of Governors for the Society and chair's the Technology Committee. In addition to his active participation in CSA, he holds the IAO designation with the New York State Assessors' Association and associate memberships in the Appraisal Institute. Mr. Donato is an active member of the International Association of Assessing Officers (IAAO) and currently on track to receive the Certified Assessment Evaluator (CAE) designation. For the past two years Thomas has served on the Equalization Subcommittee for RPTAC (Real Property Tax Administration Committee), representing local municipalities throughout the downstate area. Recently Mr. Donato was appointed to the Assessment Committee for the NCVOA (Nassau County Village Officials Association) in response to issues directly impacting Nassau County villages.

b. Detail prior experience in the area of mass assessment modeling.

Answer: As previously discussed, during the 2003 Nassau County revaluation project the company provided valuation expertise to the Cole Layer Trumble firm. Where it was responsible for revaluating 80,000 residential properties and half of all commercial properties. Duties specifically completed by the company included neighborhood delineation, commercial modeling, compile commercial database, review commercial values and complete field reviews of parcels when required. The Company provided Cole Layer Trumble with similar assistance during the 2004 and 2005 assessment roll updates.

The Company has recently completed revaluations for the Villages of Westbury, Farmingdale, Mineola, Sea Cliff, Lake Success, Russell Gardens, Great Neck, Williston Park and Great Neck Estates. The Great Neck Estates revaluation was our most recent project, successfully completed on schedule, providing the Village with an equitable and defendable assessment roll for the 2013/14 tax year. All of these projects began with the utilization of Nassau County assessment inventory refined on building permits and time.

Since the initial 2003 Nassau County Revaluation project the Company has been working with the Nassau County Assessment roll and inventory along with the Nassau County GIS data. This provided the company with intimate knowledge of County data that few companies have.

The Company provides Annual Updates "Non-reappraisal Reassessments / Systematic Analysis" and support for the above mentioned municipalities including Small Claims Assessment Review proceedings on an ongoing basis. We provide the best possible assemblage of experienced real estate professionals for this project. Nassau County currently has nine municipalities that function under Article 19, "Homestead Tax Option", which by law are required to file Adjusted Base Proportions calculations on an annual basis. Michael Haberman Associates Inc. is the only company which has calculated and submitted to ORPTS these detailed calculations for each of the municipalities. This experience provides the Company a clear understanding of a multi-class assessment system similar to that which the County functions under.

c. Detail prior experience with public sector clients (similar size and scope).

Answer: The Company has been providing appraisal, assessment and consulting services to public sector clients for many years. The following are some examples of this experience.

The Company has a vast body of experience and expertise covering over 37 years in providing appraisal services in connection with the defense of Tax Certiorari and Condemnation proceedings for municipalities on local governments on Long Island, in New York. In addition to appraisal and consulting services, the Company has been providing litigation support and expert testimony in defense of its value estimates over the same period. As previously mentioned, the Company has acted as consultants to the Nassau County Attorney's Office over this same period.

As previously mentioned within the Cover Letter, the Company has continually completed revaluations since the Nassau County reassessment completed in 2003 where it provided valuation expertise to the Cole Layer Trumble firm. The Company has recently completed revaluations for the Villages of Westbury, Farmingdale, Mineola, Sea Cliff, Lake Success, Russell Gardens, Great Neck, Williston Park and Great Neck Estates. The Great Neck Estates revaluation was our most recent project, successfully completed on schedule, providing the Village with an equitable and defendable assessment roll for the 2013/14 tax year. The Company provides Non-reappraisal Reassessments and support for the above mentioned municipalities including Small Claims Assessment Review proceedings on an ongoing basis. We provide the best possible assemblage of experienced real estate professionals for this project.

The Company has acted as consultant to the City of Long Beach, numerous villages throughout the Counties of Nassau and Suffolk, various Townships in Suffolk County, the Corporation Counsel of the City of New York and the Metropolitan Transportation Authority in the defense of Tax Certiorari and Condemnation claims and for other functions over the past 33 years where applicable.

The Company has acted as consultants to the Town of Babylon's Department of Assessment in the defense of their Class 1 Assessment Roll over the past 15 years requiring the preparation of between 2,000 and 5,500 valuations each year. The Company has attended SCAR hearings in front of judicial hearing officers and submitted all necessary support and reporting requirement documents to the Department of Assessment. The Company has also acted as consultants to the Town in the defense of Tax Certiorari claims.

The Town of Huntington retained Michael Haberman Associates in 2013 to facilitate disposition of approximately 5,000 small claims filings on an annual basis. The Company has participated in thousands of SCAR proceedings in front of judicial hearing officers, submitting necessary documentation to the Town

The Company has acted as consultant to the New York State Department of Transportation in defense of Condemnation claims within Nassau and Suffolk Counties and various NYC boroughs performing trial form valuations over the past nine years.

The Company has acted as consultant to the County of Suffolk's Department of Public Works in defense of Condemnation claims within the County performing both project and trial form valuations over the past seven years.

The Company has acted as consultant to the Nassau County Attorney's Office in the defense of the Department of Assessment's Class 1 Assessment Roll over an 11-year period preparing between 10,000 and 20,000 property valuations each year to indicate market value showing indicated and actual assessments and over-assessment amounts, if any. Additionally, the Company has negotiated each case with petitioner's representatives and prepared consent forms for those cases which were settled. For those cases not settled, summary appraisal reports have been prepared. Finally, the Company has attended SCAR hearings in front of hearing officers and submitted all necessary support and reporting requirement documents to the Department of Assessment and Assessment Review Commission.

d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

Answer: Please see the Proposer's Cover Letter at the beginning of this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: Michael Haberman DATE: 6/8/15

APPENDIX C
Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the Proposer and the capacity of the Proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each Proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 6/8/15

1) Proposer's Legal Name: Michael Haberman Associates, Inc.

2) Address of Place of Business: 125 Front Street, Mineola, New York 11501

List all other business addresses used within last five years: None

3) Mailing Address (if different):

Phone : (516) 739 - 8080

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 10-361-6462

5) Federal I.D. Number: 11-2510480

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: N/A

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: N/A

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. N/A

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). N/A

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets N/A

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. N/A

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. N/A

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. N/A

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. N/A

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction N/A

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No X Yes ___ If Yes, provide details for each such conviction. N/A

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. N/A

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. N/A

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. Answer: None

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. Answer: None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. Answer: As discussed previously within this proposal, Section H, Page 7 Paragraph 12 of the RFP entitled *Proposer Conflict states "The Proposer shall not have provided appraisal, consulting or other real estate expert services in any capacity against the County in real property assessment or tax certiorari proceedings with a three (3) year period prior to submission of its proposal." As also seen previously in this proposal, the Company requests a waiver of this section of the RFP.*

Since the Company was precluded from working for the Nassau County Attorney's office in 2009, within its normal course of business as tax assessment review experts, it has provided limited appraisal and consulting services in capacities against the County within the three year period prior to the submission of this proposal.

In May 2013, the Company received a one year contract (1/1/13 – 12/31/13) from the Nassau County Attorney's office. During December of that year, it appraised three properties including RXR Plaza in Uniondale (over a million square foot trophy office building) and the Tree Line Franklin Avenue Plaza Office Complex in Garden City, another significant property for the County. For the remainder of 2013, the Company did not engage new petitioner assignments after the County contract was signed. The Company also received a two year contact (6/17/14 – 6/16/16) from the Nassau County Department of Public Works Division of Real Estate

Services. As of this date, it has appraised five properties including the Silverpoint/Sun and Surf Beach Club in Atlantic Beach and a five acre site at the S/W/C portion of the Nassau Coliseum property in Uniondale.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Answer: The Company has always maintained and will continue to maintain a strict policy regarding potential conflicts of interest or an appearance of a conflict of interest. In addition and in accordance with Section H, Page 7 Paragraph 12 of the RFP, the Company agrees that it will not perform such services during the term of its contract with the County.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

i) Date of formation: Answer: 1968

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, New York	President
Ronald Haberman	4 Manchester Lane Stony Brook, New York	Vice-President

iii) Name, address and position of all officers and directors of the Company:

Name	Address	Position
Michael Haberman	1070 Links Road Woodmere, New York	President
Ronald Haberman	4 Manchester Lane Stony Brook, New York	Vice-President

iv) State of incorporation (if applicable):

Answer: New York State

v) The number of employees in the firm:

Answer: 14

vi) Annual revenue of firm:

Answer: $1,810,596 (y/e 2/28/15)

vii) Summary of relevant accomplishments:

Answer: Throughout the proposal we have mentioned many accomplishments deemed relevant and substantial in nature to the assessment field. Below are three additional examples of some specific accomplishments we have enjoyed in the past couple of years.

- Working closely with Senator Martins, the Senator was able to facilitate a change to New York State law providing "Advisory Appraisals" to villages during annual reassessments. Prior to the change only counties and town were eligible for these reports, requiring villages to retrieve dated data from towns and counties or maintain static values. Therefor preventing a village from having a fair and equitable assessment roll.

- The Company's project manager has been a member of the Real Property Tax Administration Committee (RPTC), equalization subcommittee for the past four years. He has been instrumental in writing procedures pertaining to Equalization Rates and Residential Assessment Ratios. This board's position provides the Company with insight to New York State goals and procedures long before the general assessment community is aware of them.

- Over the past four years the Company has developed and refined a proprietary computer program enabling the systematic valuation of residential properties for small claims proceedings. The program provides consistent market based valuations in a court ready format. Providing our clients with affordable and reliable defense against frivolous claims.

viii) Copies of all state and local licenses and permits.

Answer: Please see the Addendum of this proposal for copies of the licenses of those appraisers that would be available for this project.

B. Indicate number of years in business:

Answer: 47 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services:

Answer: We believe that our history of providing reassessments, annual Non-reappraisal Reassessments, assessment administrating and consulting and Small Claims Assessment Review services to numerous Nassau County villages over the past 12 years, and condemnation and tax assessment valuations and support to Nassau County and other municipalities for over 37 years makes us uniquely qualified to perform the RFP's stated program. We hope that with the information found within this proposal, you will look favorably on this submission.

As seen in other sections of this proposal, the personnel assigned to the project will be certified or licensed real estate appraisers with at least 19 years' experience appraising property in Nassau County. Most of the personnel have been active appraisers for many years. The Company's president and vice-president have over 47 and 37 years and its project manager over 19 years of valuation/consulting experience respectively. A list of the personnel available for this project, their resumes and licenses can be seen within this proposal's Addendum.

As touched on within our cover letter, the Company is a full service Real Estate Consulting & Valuation firm providing professional appraisal and consulting services to government/public agencies, municipalities, corporations and businesses of all sizes, the legal and professional community and private persons. The Company was established in 1968 and over the years has performed appraisals and related valuation services covering a wide range of property types and intended uses. Its specialties include providing appraisal valuation & review, consulting, appraisal and litigation services in defense of both Tax Certiorari and Condemnation proceedings for local governments including Nassau County.

The entire staff can be committed to the RFP's stated project and would be assigned based on their level of experience and expertise most closely matched to the scope and complexity of the work being performed.

The Company maintains various systems for research purposes as aids in the valuation and consulting services it provides. These include a hard copy/digital/micro-film library, contracted services such as Real Quest, Comps Inc., Costar, Loop Net and the Multiple Listing Service of Long Island, and an in-house proprietary database including thousands of sale and lease abstracts. A high speed internet connection is in place and operational and the entire office staff has complete access to it. All these resources will be available for the project.

The company's work flow is managed in a structured manor. The Company's implementation schedule follows its management approach starting with bi-weekly staff meetings where goals, deadlines, tracking and new projects are discussed. During the ensuing week, the principals constantly manage on-going projects. Upon completion, the project work products go through a stepped review process. The key to the management approach is the constant communication through the office, identification of critical issues as they arise, a consistent and thorough review process and, as a result, the preparation of meaningful, accurate and defensible results.

The company is located in an owner occupied two story office building in the heart of Mineola, three blocks from the Supreme Court building and a short drive to the County Attorney's and Assessment Review Commission's offices. The firm has remained in business since 1968 because of the quality of its work and its ongoing commitment to be as responsive as possible to the needs of its clients.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work:

- Chief Deputy County Attorney Lisa LoCurto, County of Nassau, 1 West Street, Mineola, NY 11501. Phone (516) 571-3056
- Deputy County Assessor Steve Corte, County of Nassau, 240 Old Country Road, Mineola, NY 11501. Phone (516) 571-3587
- North Regional Manager at Tyler Technologies, Melissa Baer, 200 White Plains Road, Tarrytown, NY 10591 (914) 631-5000
- Sole Town Assessor Edye McCarthy, Town of Greenburgh, 177 Hillside Avenue, Greenburgh, NY 10607. Phone (914) 989-1520
- Sole Town Assessor Fernando Gonzalez, Town of Ossining, 16 Croton Avenue, 3rd Floor, Ossining, NY 10562. Phone (914) 762-8274
- Sole Town Assessor Roger Ramme, Town of Huntington, 100 Main Street, Huntington, NY 11743. Phone (631) 351-3226
- Sole Town Assessor Joan Ball, Town of Babylon, 200 East Sunrise Highway, Lindenhurst, NY 11757. Phone (631) 957-4230
- Sole Town Assessor James Ryan, Town of Brookhaven, One Independence Hill, Farmingville, NY 11738. Phone (631) 451-6300
- Mayor Ronald Spinello, City of Glen Cove, City Hall, 9 Glen Street, Glen Cove, NY 11542. Phone (516) 676-2004
- Mayor Ralph Ekstrand, Village of Farmingdale, Village Hall, 361 Main Street, Farmingdale, NY 11735. Phone (516) 249-0093
- Mayor Ralph J. Kreitzman, Village of Great Neck, 61 Baker Hill Road, Great Neck 11023. Phone (516) 482-0019
- Mayor David Fox, Village of Great Neck Estate, 4 Atwater Plaza, Great Neck, NY 11021. Phone (516) 482-8283
- Mayor Ronald Cooper, Village of Lake Success, 318 Lakeville Road, Lake Success, NY 11020. Phone (516) 482-4411
- Senator Jack Martins, Former Mayor, Village of Mineola, 155 Washington Avenue, Mineola, NY 11501. Phone (516) 746-0750
- Mayor Steven Kirschner, Village of Russell Gardens, 6 Tain Drive, Russell Gardens, NY 11021. Phone (516) 482-8246

- Mayor Bruce Kennedy, Village of Sea Cliff, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY 11579. Phone (516) 671-0080

- Mayor Peter Cavallaro, Village of Westbury, 235 Lincoln Place, Westbury, NY 11590. Phone (516) 334-1700

MICHAEL HABERMAN ASSOCIATES INC.
STATEMENT OF REVENUE, EXPENSES, AND RETAINED EARNINGS (DEFICIT)
- INCOME TAX BASIS
FOR THE YEAR ENDED FEBRUARY 28, 2015

SALES	$ 1,810,596	
COST OF GOODS SOLD	113,326	
GROSS PROFIT		$ 1,697,270
EXPENSES		
Depreciation Expense	14,727	
Interest Expense	2,489	
Selling Expenses (Schedule A)	12,477	
General and Administrative Expenses (Schedule A)	1,399,339	
Total Expenses		1,429,032
OTHER INCOME		
Interest Income	21	
Total Other Income		21
Net Income before Shareholders' Compensation		268,259
Less: Shareholders' Compensation		208,000
Net Income before Income Taxes		60,259
Provision for Income Taxes		(14,079)
Net Income		46,180
Retained Deficit, Beginning of Year		(169,112)
Non-deductible Expenses		(33,588)
Retained Deficit, End of Year		$ (156,520)

See Independent Accountant's Compilation Report

MICHAEL HABERMAN ASSOCIATES INC.
SCHEDULE A
FOR THE YEAR ENDED FEBRUARY 28, 2015

SELLING EXPENSES:		
Meals & Entertainment	$ 7,841	
Promotion	4,636	
Total Selling Expenses		$ 12,477
GENERAL & ADMINISTRATIVE EXPENSES:		
Advertising Expense	$ 275	
Automotive Expense	30,628	
Bank Charges	2,602	
Charitable Contributions	110	
Computer Expenses	54,907	
Dues & Subscriptions	29,000	
Insurance - General	28,072	
Insurance - Health	78,870	
Licenses & Fees	1,763	
Office Expense	34,120	
Outside Services	350	
Payroll Processing	2,411	
Payroll Taxes	87,246	
Professional Fees	8,915	
Postage & Delivery	1,561	
Protection	883	
Rent	50,400	
Repairs & Maintenance	11,614	
Salaries	929,034	
Small Claim CMA Comm	26,188	
Storage	1,937	
Telephone	10,024	
Utilities	8,429	
Total General & Administrative Expenses		$ 1,399,339

See Independent Accountant's Compilation Report

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015.

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 2018

Name of submitting business: Michael Haberman Associates, Inc.

By: Michael Haberman
Print name

Signature

President
Title

Date: 6/8/15

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Haberman
   Date of birth 12/10/43
   Home address 1070 Links Road
   City/state/zip Woodmere, New York 11598
   Business address 125 Front Street
   City/state/zip Mineola, New York 11501
   Telephone (516) 739 - 8080
   Other present address(es) None
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 6/1/79 Treasurer 10/1/70
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 2/1/76
   Vice President 2/1/76
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Answer: Michael Haberman owns a majority equity interest of the Company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details. Answer: Question 5's answer was NO. Therefore, the answer to this question is N/A.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) Answer: Question 5's answer was NO. Therefore, the answer to this question is N/A.

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015.

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 2018

Michael Haberman Associates, Inc.
Name of submitting business

Michael Haberman
Print name

Signature

President
Title

6/8/15
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Ronald Haberman

   Date of birth 10/14/50

   Home address 4 Manchester Lane

   City/state/zip Stony Brook, New York 11790

   Business address 125 Front Street

   City/state/zip Mineola, New York 11501

   Telephone (516) 739 - 8080

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 6/1/85

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO __ YES X If Yes, provide details. Answer: Ronald Haberman owns a minority equity interest of the Company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details. Answer: Question 5's answer was NO. Therefore, the answer to this question is N/A.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   c. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) Answer: Question 5's answer was NO. Therefore, the answer to this question is N/A.

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ronald Haberman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of June 2015.

Karen Schreiner
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6076829
Qualified In Nassau County
Commission Expires August 12, 2018

Michael Haberman Associates, Inc.
Name of submitting business

Ronald Haberman
Print name

Signature

Vice President
Title

6/8/15
Date

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Michael Haberman
   125 Front Street, Mineola, New York 11501
   (516) 739 – 8080

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below: N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: N/A

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statements or representation made herein shall be accurate and true as of the date stated below.

_____
Dated 6/8/15
Signature of Chief Executive Officer

Michael Haberman
Name of Chief Executive Officer

Sworn to before me this

8th day of June, 2015.

_____
Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 20 18

AMENDMENT TO: RFP #: AS0518-1509

TITLE: Systematic Review and Analysis of Assessments

AMENDMENT: #1

PURPOSE: The purpose of this amendment is to add *Executive Order #1-2015*, enacted on May 19, 2015.

All other terms and conditions remain unchanged.

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including – but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Michael Haberman Associates, Inc.

Address: 125 Front Street

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2510480

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co _X_ Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/6/15

Signed:

Print Name: Michael Haberman

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ADDENDUM

RESUMES AND NEW YORK STATE LICENSES

The Company's team available for the RFP's program is seen below. Their resumes and New York State licenses are provided on the pages that follow.

Michael Haberman
Ronald Haberman
Thomas Donato
Bruce W. Sauter
Robert J. Finnegan
Richard W. Finnegan
David M. Cornell
Jill Kam
Trudi Haberman
Stellos Podimatis
Richard Stephens
Daniel F. Kelly
Betty DeMartini
William Eyring
Michael Bernard
Gay Taffel
Elinor Brunswick
Joseph Grossman
Paul Sherrock
Janine Campeau Ewald
Philip Liubicich
Anthony Titone
Anthony Legotti
Lawrence Indimine
John Goess
Peter Leo
Kevin Matheson
Mark Russo
Gregory Higgins
Thomas Fay
Peter McGuirk

QUALIFICATIONS OF MICHAEL HABERMAN – PRESIDENT

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

Bachelor of Science degree in Accounting - Long Island University, C. W. Post College - 1965. Real Estate I; Real Estate II; Long Island University. Real Estate Appraising I; Appraising Income Producing Real Estate II; Adelphi University. Appraising Real Property Course 101; Appraising Income Property Course 201; Professional Practice; Society of Real Estate Appraisers. Advanced Real Estate Appraising; Columbia Society of Real Estate Appraisers. Investing in Real Estate - Income Property Valuation; C. W. Post College. Instructor of Income/Capitalization Methods for the Columbia Society of Real Estate Appraisers; Hofstra University. New York State Instructor for Certified Residential and Certified General Appraiser - #I-114.

PROFESSIONAL MEMBERSHIPS/LICENSES:

Certified to transact business as a Real Estate General Appraiser - I.D. #: 46-4496.

Appraisal Institute - Senior Member with the Senior Real Property Appraiser designation - SRPA - Currently not certified.

America Society of Appraisers – Senior Member with ASA designation – Currently certified.

Columbia Society of Real Estate Appraisers - Senior member – CSA-G

Nassau County Assessors Association

Licensed Real Estate Broker - New York State

EXPERIENCE:

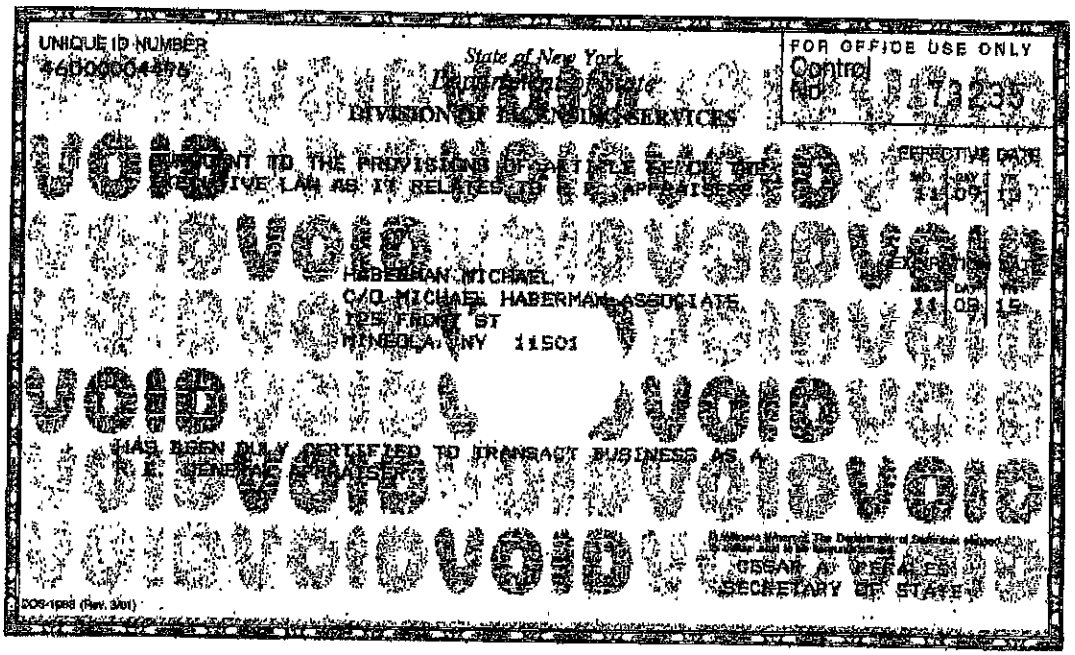
Actively engaged in the appraisal of real estate since 1966. Appeared and testified in Supreme Courts of Manhattan, Brooklyn, Queens, Bronx, Nassau, Suffolk and Westchester Counties, New York State Court of Claims and Federal Courts with regard to real estate valuation. Consultant - review appraiser for the Nassau County's Attorney Office from 1974 to 2010. Special Consultant to the City of Long Beach for their 1990 reassessment program. Special Consultant to the Nassau

County Department of Assessment regarding Small Claim proceedings commencing 1993/94 and ending in 2008. Analyzed over 150,000 properties for purposes of negotiating and litigation. Completed the Nassau County's reassessment program as prime sub-contractor to Cole Layer Trumble Company and completed the six year annual reassessment program.

Prepared appraisal reports for the Corporation Counsel of the City of New York; Housing and Urban Development Corporation; Metropolitan Transit Authority; Housing and Development Administration; Tax Division of the City of New York; Office of the Nassau County Attorney - Tax Review and Condemnation Divisions; Nassau County Department of Assessment; Facilities Development Corporation of New York State; Public Development Corporation of the City of New York; City of Long Beach; City of Glen Cove; Villages of Cedarhurst, Freeport, Great Neck, Great Neck Estates, Great Neck Plaza, Hempstead, Floral Park, Kensington, Kings Point, Laurel Hollow, Lynbrook, Malverne, Manorhaven, Massapequa Park, Old Westbury, Port Washington North, Rockville Centre, Russell Gardens, Sands Point, Thomaston, Valley Stream, and Westbury; Town of Babylon; lending institutions i.e.: Dime Savings Bank, Fidelity Savings and Loan, Bank of New York, Suburbia Savings and Loan, Beacon Federal Savings and Loan, Marine Midland Bank, Long Island Savings Bank, Hamilton Savings Bank, Independence Savings Bank, Greater New York Savings Bank, Continental Bank, Home Savings Bank of America and clients for purposes of tax review, condemnation, feasibility studies, estates, sales, purchases and lending.

Lectured at the Nassau Academy of Law on valuation models of discounted cash flow analysis. Lectured at the New York State Bar Association of Real Property Tax Assessment - Issues and Developments in Valuing Properties and Challenging Assessments. Instructor for the Columbia Society of Real Estate Appraisers at Hofstra University - Capitalization/Income Methods to Value. Former faculty at Fordham University School of Law, Continuing Legal Education Department - Course Title "Challenging Your Real Property Tax Assessment".

Have appraised more than 75,000 individual properties including shopping centers, taxpayers, office buildings, apartments, condominiums/cooperatives, fast food restaurants, gas stations, industrial facilities, country clubs, beach clubs, hospitals, nursing homes, theatres, schools, land of all types and private homes and in excess of 150,000 homes for small claims. Have acted as consultant numerous times for 3rd party requests from courts, attorneys and government agencies.



UNIQUE ID NUMBER
4400004455

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 7235

VOID

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO. DAY YR.
11 09 15

HABERMAN, MICHAEL
C/O MICHAEL HABERMAN ASSOCIATES
105 FRONT ST
MINEOLA, NY 11501

EXP. DATE
MO. DAY YR.
11 08 17

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
REAL ESTATE APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

DOS-1258 (Rev. 3/01)

QUALIFICATIONS OF RONALD HABERMAN - VICE PRESIDENT

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

Bachelor of Science degree in Accounting - Long Island University, C. W. Post Campus - 1972. Graduate course work in Mathematics Education - Yeshiva University - 1974/75.

Courses, seminars and programs over last 5 years: Economic Update for the Region, Appraisal Institute, 2014; Performance Building: The Basics and the Benefits, Appraisal Institute, 2014; Shaping The Future of Long Island, Appraisal Institute, 2013; Appraiser/Realtor and Mortgage Banker/Realtor: Issues and Housing Trends on Long Island Building Costs and Challenges in the Long Island Region, Appraisal Institute, 2013; Valuation Issues & Challenges After Super Storm Sandy, Appraisal Institute, 2013; Fall Reveals the True Colors, Appraisal Institute, 2012; Government Regulations & Political Decisions & the Impact on the Long Island Real Estate Market, Appraisal Institute, 2012; Overview of the Long Island Real Estate Market, Appraisal Institute, 2012; Overview of the Long Island Economy, Appraisal Institute, 2012; The State of the Appraisal Institute & Valuation Issues, Appraisal Institute, 2012; 7-Hour National USPAP Update Course, Appraisal Institute, 2011; Issues & Solutions in Real Estate Valuation Disputes, Appraisal Institute, 2011; Appraisal Review – General, Appraisal Institute, 2010; Valuation of Conservation Easements - Certificate Course, Appraisal Institute/American Society of Appraisers/American Society of Farm Managers and Rural Appraisers, in conjunction with the Land Trust Alliance, 2010; Reos, Foreclosures and Short Sales, Appraisal Institute, 2010; Current State of the Commercial Real Estate Market Appraisal Institute, 2010; The Economic Climate Appraisal Institute, 2010; Re-Initiative Focusing on Current Long Island Projects, Appraisal Institute, 2010; Using Spreadsheet Programs in Real Estate Appraisals, Appraisal Institute, 2010; USPAP – 7 Hour Update, Appraisal Institute, 2009; The New Residential Housing Market in 2010, Appraisal Institute, 2009; Is the Long Island Recession Ending? Symposium, Long Island Economic and Social Policy Institute, Dowling College, 2009; Real Estate Appraisals for Divorce Actions, Columbia Society of Real Estate Appraisers, Inc., 2009; Current Markets and Forecast for Year 2009, Appraisal Institute, 2009; The Light House Project – The New Hub of Long Island, Appraisal Institute, 2009.

Appraising Real Property Course 101, NYS Code R-1 and R-2, 60 hours; Appraising Income Property Course 201, NYS Code G-1 and G-2, 60 hours; Applied Residential Property Valuation Course 102, NYS Code R-3, 39 hours; Applied Income Property Valuation Course 202, NYS Code G-3, 39 hours; Professional Practice; Society of Real Estate Appraisers.

Real Estate Appraisal Principles Course 1A1, NYS Code R-1, 36 hours; Basic Valuation Procedures Course 1A2, NYS Code R-2, 36 hours; American Institute of Real Estate Appraisers.

INSTRUCTOR:

Past Instructor of Uniform Standards of Professional Appraisal Practice, NYS Code E/S; Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York.

Past Instructor of State Certified Exam Preparation Seminar - Residential; Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York.

Past Instructor of NYS Code R-1, R-2 and R-3; Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York.

CERTIFICATION:

New York State Department of State, Division of Licensing Services - Certified to transact business as a Real Estate General Appraiser, I.D. #: 46-4499 – *I am currently certified.* Certified Residential/General Appraiser Instructor, ID#: I-99. NYS Approved Supervisory Appraiser, 2013.

PROFESSIONAL MEMBERSHIPS:

Appraisal Institute - Senior Member with the MAI designation. *I am currently certified.*

Appraisal Institute, Long Island Chapter - Chairman, Reception Committee - 1994 and 1995; Chairman, Seminars - General Committee – 1996 to 2000; Treasurer – 2001; Secretary – 2002; Vice President – 2003; Chair of Associate Guidance/General Committee – 2006 to 2010; Board of Directors – 2001, 2003, 2006 to 2014.

Columbia Society of Real Estate Appraisers - Senior Member - CSA-G. *I am currently certified.*

New York State Condemnation Conference - President, 1997/98.

EXPERIENCE:

Actively engaged in the appraisal of real estate during 1975 - 1976 and 1981 to present.

Appeared and testified in the Supreme Courts of Nassau, Suffolk, Brooklyn and Queens County, New York State Court of Claims and Federal Bankruptcy Court with regard to real estate valuation. Appeared and spoke at zoning board hearings in Nassau County with regard to variance applications. Specialties include the preparation of project and trial/claim condemnation and tax certiorari appraisals along with expert trial testimony and litigation support. Other specialties include the analysis and valuation of fractional property interests including specialized lease interests such as leased fee or leasehold; conservation and other types of easements, development rights and right of ways; the appraisal of utility and water company property, along with an expertise in the valuation of wetlands.

Prepared appraisal reports for the Corporation Counsel of the City of New York; Housing and Urban Development Corporation; Metropolitan Transportation Authority; Housing and Development Administration; Tax Division of the City of New York; Office of the Nassau County Attorney - Tax Review and Condemnation Divisions; Nassau County Department of Assessment; Suffolk County Department of Real Estate; Suffolk County Department of Public Works; Town of Babylon, Town of Brookhaven; Town of Huntington; New York State Office of Mental Health; Facilities Development Corporation/Office of Mental Retardation and Developmental Disabilities; City of Long Beach; City of Glen Cove; Villages of Freeport, Valley Stream, Hempstead, Cedarhurst, Russell Gardens, Great Neck Plaza, Great Neck, Floral Park and Rockville Centre; Attorneys, Corporations and Private Clients; lending institutions including Dime Savings Bank, Beacon Federal Savings Bank, Bank of New York, New York Bank for Savings, Fidelity New York, Marine Midland Bank, Chase, Suburbia Savings and Loan, Long Island Savings Bank, Greater New York Savings Bank, Independence Savings Bank, Hamilton Savings Bank, Jamaica Savings Bank, Astoria Federal Savings; and clients for purposes of tax review, condemnation, feasibility studies, trusts & estates, sales, purchases, matrimonials, open space and conservation easements for example.

Have appraised over 20,000 individual properties including private dwellings, shopping centers, taxpayers, office buildings, apartments, condominiums/cooperatives, fast food restaurants, gas/service stations, industrial facilities, country clubs, beach clubs, hospitals, nursing homes, theaters, schools and land of all types. Experience includes the development of office management, flow control and operating systems utilized for the analysis and/or appraisal of over 150,000 properties as part of the work performed for the Nassau County Department of Assessment regarding Small Claims proceedings commencing 1993/94. Have acted as review appraiser on approximately 5,000 URAR, Small Residential Income Appraisals and condominium and co-operative reports for purposes of tax review, estates, matrimonial and lending. Completed working on Nassau County's reassessment program as a prime sub-contractor to the Cole Layer Trumble Company and on two years of updates. Completed reassessment programs for the Villages of Farmingdale, Great Neck, Great Neck Estates, Lake Success, Mineola, Russell Gardens, Sea Cliff, Westbury and Williston Park and subsequent yearly updates. Currently acting as monitor of the revaluation project being performed by Tyler Technologies in Westchester Country in the Townships of Greenburgh and Ossining, and the City of Yonkers 2014 – 2016.

Have acted as consultant various times for 3rd party requests from attorneys and government agencies.

UNIQUE ID NUMBER
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State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 74406

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. 12 | DAY 10 | YR. 13

EXPIRATION DATE
MO. 12 | DAY 09 | YR. 15

HABERMAN RONALD H
C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused the official seal to hereunto be affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1088 (Rev. 8/01)

MEMBERSHIP CERTIFICATE

This Certifies That

Ronald Hugh Haberman

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this 2nd day of July, 1999

President

APPRAISAL INSTITUTE®

QUALIFICATIONS OF THOMAS DONATO – VICE PRESIDENT

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

May 2015 – The Metropolis of the Future - Columbia Society of Real Estate Appraisers – 3 hours. September 2015 – How Rent Stabilization and Other Legal Influences Affect Value in Multi-Family Dwellings. - Columbia Society of Real Estate Appraisers – 3 hours November 2011 – The Seven Deadliest Environmental Issues Impacting Real Property Appraisals - Columbia Society of Real Estate Appraisers – 3 hours. July 2011 - IAO Instructors Training – Institute of Assessing Officers – 30 hours - January 2011 – Commercial Real estate Finance Trends & Outlook – Columbia Society of Real Estate Appraisers – 3 hours - November 2010 – Outside the Box Appraisal Assignments - Columbia Society of Real Estate Appraisers – 3 hours. October 2010 - The Basics of Reassessments – Institute of Assessing Officers – 6 hours. September 2010 – Reading and Understanding Deeds and Titles – Columbia Society of Real Estate Appraisers – 3 hours. July 2010 – Mobile Home Park/Mobile Home Valuation – Cornell – 16 hours. July 2010 – Article 7 Proceedings and Trial – Cornell 16 hours. September 2009 – Hotel Appraising-New Techniques for Today's Uncertain Times – Appraisal Institute – 7 hours. July 2009 – Restaurant Valuation - Institute of Assessing Officers, Cornell – 15 hours. July 2009 – Big Box Store Appraisal – Institute of Assessing Officers, Cornell – 15 hours. July 2008 – SPSS Modeling – Institute of Assessing Officers, Cornell – 40 hours. January 2008 – Real Estate *Cost* Segregation Studies and 1031 Exchanges: What the Experts Say – Columbia Society of Real Estate Appraisers – 3 hours. November 2007 – Real Estate Investments & Alternative Investments – Columbia Society of Real Estate Appraisers – 3 hours. September 2007 – Eminent Domain – Columbia Society of Real Estate Appraisers – 3 hours. June 2007 – Data Collection, Fundamentals – New York State Office of Real Property Services (ORPS). May 2007 – Hotel Valuation – Columbia Society of Real Estate Appraisers – 3 hours. February 2007 – Introduction to Mass Appraisal – New York State Office of Real Property Services (ORPS). January 2007 – Exemption Administration Fundamentals – New York State Office of Real Property Services (ORPS). January 2007 – Assessment Administration – New York State Office of Real Property Services (ORPS). August 2006 – SPSS and Pre-Decisional Collaboration – New York State Office of Real Property Services (ORPS). August 2006 – RPS V4 and GIS – New York State Office of Real Property Services (ORPS). August 2006 – RPS V4 Report Writing – New York State Office of Real Property Services (ORPS). April 2006 – Valuation of Assisted Living – New York State Assessors Association – 6 hours. January 2006 – New York State Building Codes & Detrimental Property Conditions - Columbia Society of Real Estate Appraisers – 3 hours. November 2005 – New York State Board of Real Estate Appraisal & Its Function - Columbia Society of Real Estate Appraisers – 2 hours. September 2005 – Fannie Mae & The Appraisal Process - Columbia Society of Real Estate Appraisers – 3 hours. August 2005 – IAAO Standards of Practice and Professional Ethics – IAAO Internet Course. July 2005 – Market Analysis and the Site To Do Business – Appraisal Institute – 7 hours. June 2005 – Assessment Administration (Class 400) – International Association of

Assessing Officers, Massachusetts – 40 hours. March 2005 – Appraisal Review from the Perspective of a Bank Review Appraiser - Columbia Society of Real Estate Appraisers – 3 hours. January 2005 – Protect Yourself from Environmental Risks - Columbia Society of Real Estate Appraisers – 2 hours. November 2004 – Valuation Issues In Manufactured Housing and Modular Housing – Columbia Society of Real Estate Appraisers – 3 hours. March 2004 – Mathematically Modeling Real Estate Data – Long Island Chapter of the Appraisal Institute – 8 hours. February 2004 – Sales Ratio Study – Institute of Assessing Officers, Fishkill, NY - 8 hours. November 2003 – 15 Hour USPAP Course – The Appraisal Foundation March 2003 – What's My Job – A Primer for Appraisers – Columbia Society of Real Estate Appraisers – 2 hours. December 2002 – Argus Power User – Enhanced 2 day course – Realm Business Solutions, Inc., New York City - 16 hours. November 2002 – Analysis of Market Sales: When Are They Comparables – Columbia Society of Real Estate Appraisers – 3 hours. November 2001 – HUD/FHA Property Appraisal Quality Review Issues – Columbia Society of Appraisers – 4 hours. September 2001 – Appraising Small Income Properties Using Form 71-B – Columbia Society of Appraisers – 3 hours. November 2000 – Evaluating Property Conditions That Will Affect Appraised Value – Columbia Society of Real Estate Appraisers – 3 hours. October 2000 – How GIS Can Help Appraisers Keep Pace with changes in the Real Estate Industry – Appraisal Institute – C.W. Post/LIU, Brookville, New York – 7 hours. June 2000 – Regression Analysis in Appraisal Practice (General/Residential) – New Jersey Chapter of the Appraisal Institute, Iselin, New Jersey – 7 hours. March 2000 – Appraising Mixed-Use Properties – Columbia Society of Real Estate Appraisers – 3 hours. January 2000 - #0076 – AQ-1 Fair Housing & Fair Lending/Environmental Issues – Realty Institute, Flushing, New York – 15 hours. September 1999 – Appraising Unique and Special Purpose Properties – Columbia Society of Real Estate Appraisers – 3 hours. May, 1999 - Real Estate Appraisal Course, New York State Code G-3 Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York – 30 hours. December, 1998 - Real Estate Appraisal Course, New York State Code G-2, Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York – 30 hours. November, 1998 – Environmental and Detrimental Issues – Columbia Society of Real Estate Appraisers – 3 hours. June, 1998 - Automated Valuation Models Seminar - Appraisal Institute - 8 hours. April, 1998 – Real Estate Appraisal Course, New York State Code G-1, Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York – 30 hours. March, 1998 - Real Estate Appraisal Continuing Education, New York State Code 0751-02 Columbia Society of Real Estate Appraisers – 3 hours. November, 1997 – Real Estate Appraisal Course, New York State Code Ethics and Standards of Professional Practice, New York School of Real Estate, Levittown, New York – 15 hours. October, 1997 – Real Estate Appraisal Course, New York State Code R-2, New York School of Real Estate, Levittown, New York – 30 hours. August, 1997 – Real Estate Appraisal Course, New York State Code R-1, New York School of Real Estate, Levittown, New York – 30 hours. March, 1997 – New York State Real Estate Salesperson Qualifying Course, New York School of Real Estate, Levittown, New York – 45 hours.

PROFESSIONAL MEMBERSHIPS AND LICENSES:

The Institute of Assessing Officers – IAO Designation
RPTAC – (Real Property Tax Administration Committee (Equalization sub-committee)
New York State Assessor's Association – Standing Committee (Education)
The Institute of Assessing Officers – Trustee

International Association of Assessing Officers – CAE & AAS Candidate
NYS Approved Candidate Assessor
Columbia Society of Real Estate Appraisers, Board of Governors CSA-G
Appraisal Institute - Candidate Member (former)
New York Condemnation Conference – Member (former)
New York State Real Estate General Appraiser - #46-39299
New York State Real Estate Salesperson #10401218495

EXPERIENCE:

Assessor Positions:
Village of Lake Success – Since 2007
Village of East Rockaway – Since 2007
Village of Great Neck – Since 2011
Village of Amityville – Since 2011

Reassessment Projects:

Nassau County	Russell Gardens	Mineola	Great Neck	Sea Cliff
Lake Success	Farmingdale	Westbury	Great Neck Estates	Williston Park

Tax Certiorari Specialist for the Villages of East Rockaway, Floral Park, Great Neck and East Hills

Represented Nassau County Department of Assessment and Nassau/Suffolk County Villages in thousands of Small Claims Assessment Review proceedings

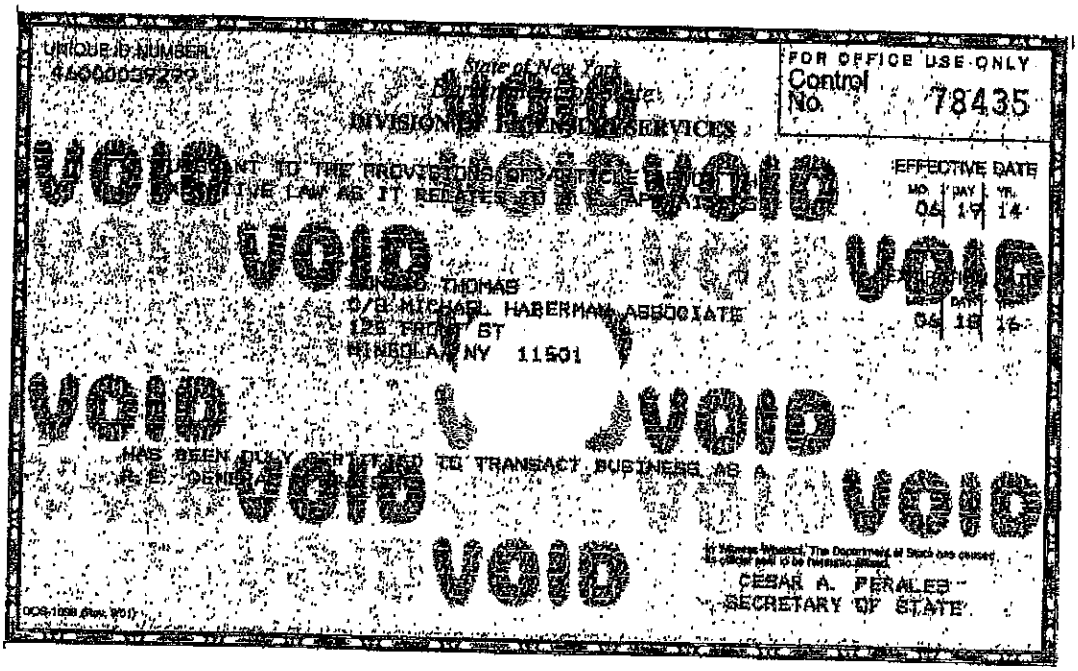
Currently working as a full time Commercial Appraiser/Tax Specialist/GIS Specialist. Properties appraised include condominiums, cooperatives, private homes, shopping centers, gasoline service stations, marinas, industrial buildings, commercial buildings, office buildings, restaurants and vacant land.

Worked as Real Estate Salesperson, All Island Estate Realty Corp., Wantagh, New York.

Worked as a commercial appraiser assistant for Benjamin J. Berger and Associates, Huntington, New York.

INSTRUCTOR:

Nationwide Real Estate & Appraisal Training Center in Westbury, NY (former)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C/O MICHAEL HABERMAN ASSOCIATE
125 FRONT ST
MINEOLA, NY 11501
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CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF BRUCE W. SAUTER, AAS, IAO

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

CONSULTANT, *Real Property Valuation and Assessment Administration* (1980 through current)

STATE OF NEW YORK ***(1972 - 2005)***

Office of Real Property Services (formerly the Division of Equalization and Assessment)

Chief Information Officer and Chief Valuation Strategist	August 2002 - July 2005
Core Process Manager, Valuation	May 1999
Asst. Program Manager, State Assessment Services	June 1995
Director, External Services	August 1994
Director, Bureau of Local Assessment Services	January 1990
Director, Bureau of Valuation Services	June 1986
Director, Valuation Research and Development	November 1980
and a series of 6 progressively responsible positions since	August 1973

Department of Correctional Services

Bureau of Research and Statistics, Crime Statistics Unit	August 1972

Significant Accomplishments:

Without increasing personnel or funding, successfully led and implemented an innovative solution to meet customer requirements with a first of its kind public-private partnership involving the cooperation of State, county, and local governments with IBM. This mutually beneficial relationship; allowed local governments to manage their own assessment administration needs locally and save them hundreds of thousands of dollars annually; allowed IBM to meet their customer needs and significantly expand IBM system sales and use in the governmental sector; and allowed the State to expanded the use of the standardized Real Property Assessment System (RPS) to over 94 percent of the municipalities facilitating assessment roll classification and equalization rate survey selections, assessor training programs, and tax policy studies.

Developed the textbook outline and was a global editor for the International Association of Assessing Officers' textbook Property Appraisal and Assessment Administration used to support the professional education program of the IAAO worldwide and adopted as a text for college accreditation through the University of British Columbia, New York University (Masters Program in Real Estate), and the Empire State College among others.

Received the 1994 New York State Association of County Directors of Real Property Tax plaque for recognition and appreciation of support and assistance given in dealing with the complex issues of real property tax administration in NYS

A New York State Management/Leadership initiative developed an employee-management consensus that balanced agency goals leading to improvements in productivity and fiscal savings with employee needs and desired working conditions. This initiative was recognized as a significant achievement with wire services, newspaper and television coverage from coast to coast.

Analyzed tax policy issues analyzing the ramifications of shifting the fiscal infrastructure base from the Real Property Tax to a payment in lieu of taxes (PILOT) lauded by many local government officials and legislators with vested interests.

Champion for technology advancements by developing the first videodisc on real property (NYU and MIT), integrating Geographic Information Systems (GIS) technology in real property tax administration, and Internet based network opportunities.

Successfully influenced and negotiated policy changes with the New York State Appraiser Licensing Board to sanction mass appraisal experience criteria for Appraiser Licensing in New York State. Appointed to The Appraisal Foundation's (ASB) task team to rewrite Standard 6 (Mass Appraisal).

Active member of the International Association of Assessing Officers (1984-2010); Executive Board (1996-98); IAAO Presidential Citation (1991,1992, 1998, 1999, 2000, 2001, 2004); IAAO Representative to the Association of Appraisal Regulatory Organizations (AARO) and The Appraisal Foundation (TAF) (1996-2004); Chairperson of the Planning and Operations Committee (1998-99); Chairperson of the Research and Technology Committee (1995-96) and Chairperson of the Computer-Assisted Appraisal Section (1990-92); Chairperson of the Scholarship Committee (2005-07); Budget Subcommittee (1997-98), Infrastructure Review Committee (1996-97); Rules and By-Laws Subcommittee (1992-94); Nominating Committee (1995); USPAP and Appraisal Regulatory Advisory Committee (1999-2004), Computer-Assisted Appraisal Section (1990-97); State Representative for the IAAO (1986-91).

Additional professional memberships include: New York State Assessors' Association (1981-2008), New York State Institute of Assessing Officers - IAO designation (1985-2008) and the Western New York Chapter of the IAAO (1992-2008). Formerly a member of the Northeast Regional Association of Assessing Officers, Albany/Schenectady County Assessors' Association, IAAO Mapping Section, and Urban and Regional Information Systems Association (URISA).

Other memberships include: NYS E-Government Guidance Team; NYS Real Property Tax Advisory Committee; NYS CIO Council (and CIO Council Leadership, Intergovernmental Communications, Security, and Strategic Planning Committees).

PUBLICATIONS:

- "Economic Model for Appraising Vacant Commercial/Industrial Property in the Absence of Existing Sales Data", (Sauter), Florida Department of Revenue Property Appraisers' School, Tampa Fla., (FDR) 1994.
- "Generating Revenue Without Raising Taxes", (Sauter), State and Local Government Executives Conference Proceedings, International Business Machines (IBM) 1992.
- Property Appraisal and Assessment Administration: IAAO, (Chapter outlines, global and technical editing), International Association of Assessing Officers (IAAO) 1990.
- "Valuation Stability: A Practical Look at the Problems", (Sauter), Property Tax Journal 6(4) 243-50, International Association of Assessing Officers (IAAO) 1987.
- "Chapter 9: Computers and Comparable Sales", (Sauter), Introduction to Computer Assisted Valuation, Lincoln Institute of Land Policy (LILP) 1985.
- "Pros and Cons of Using Financial Data in Appraising Real Property", (Sauter) Chapter 23, 3rd Annual Institute on State and Local Taxation, New York University (NYU) 1985.

PRESENTATIONS AND SPEECHES:

World Congress on Computer Assisted Valuation, I and II

- Institute on State and Local Taxation
- International Association of Assessing Officers'

Participation in Technical Seminars and Annual Conference on Property Tax Administration

Las Vegas, Nevada	1977	Hollywood, Florida	1984	Reno, Nevada	1985
San Francisco, California	1986	New Orleans, Louisiana	1987	Nashville, Tennessee	1988
Fort Worth, Texas	1989	Montreal, Quebec, Canada	1990	Phoenix, Arizona	1991
St. Louis, Missouri	1992	Seattle, Washington	1994	Chicago, Illinois	1995
Houston, Texas	1996	Toronto, Ontario, Canada	1997	Orlando, Florida	1998
Las Vegas, Nevada	1999	Miami, Florida	2001	Nashville, Tennessee	2003

Boston, Massachusetts 2004 Anchorage, Alaska 2005 Louisville, Kentucky 2009

- Lincoln Institute of Land Policy
- Florida Department of Revenue Property Appraisers' Conference
- Maine Assessors' Association
- Massachusetts Chapter IAAO and the Western New York Chapter IAAO
- N.Y.S. Association of Counties, N.Y.S. Association of Towns, and Intergovernmental Conference on Data Processing
- N.Y.S. Assessors' Association and the Albany-Schenectady County Assessors' Association
- Northeast Regional Association of Assessing Officers
- Rhode Island Association of Assessing Officers State and Local Government Executives Conference (IBM)

TECHNICAL TRAINING:

- Bachelor of Science Physics/Mathematics - State University of New York at Albany

Successful completion of the following professional development courses:

- Managing N.Y.S. Management/Leadership Level I, Management Communications (American Management Association), Communication Skills for Managers, Oral Presentations, Time Management, Strategically Working Effectively in Teams, Introduction to Quality, Quality Improvement Process and numerous Quality Forum Seminars.

- Course 1: Fundamentals of Real Property Appraisal, Course 2: Income Approach to Valuation, Course 3: Narrative Appraisal Report Writing, Course 207: Industrial Property Appraisal, Course 302: Mass Appraisal of Income Producing Commercial Properties, Course 311: Residential Modeling Concepts, Course 400: Assessment Administration, Course 402: Tax Policy, IAAO Commercial Case Study Exam, Seminars on Computer Assisted Appraisal Systems, and the Workshop on Narrative Appraisal Report Writing from the International Association of Assessing Officers (IAAO).

- Computer Assisted Mass Appraisal and Multiple Regression Basics, Land Valuation Methods, Land Valuation for Rural Property, Mathematical Methods for Computer Assisted Mass Appraisal, Feedback Computer Assisted Mass Appraisal, and Computer Assisted Mass Appraisal Potential for Commercial Property from the Lincoln Institute of Land Policy (LILP).

- Advanced Rural Appraisal from the American Society of Farm Managers and Rural Appraisers (ASFMRA)

- Appraisal Licensing Courses R1, G1, Ethics and Standards of Professional Appraisal Practice [USPAP] and G3 (granted equivalency for all other appraisal licensing courses)

- The First and Second World Congresses on Computer Assisted Valuation (LILP/ IAAO)

CONSULTING: REAL PROPERTY TAX ADMINISTRATION, MANAGEMENT & VALUATION SYSTEMS

City of Boston, Massachusetts
City of Calgary, Alberta, Canada
City of Charlottesville, Virginia
City of Hampton, Virginia
City of Minneapolis, Minnesota
City of Montreal, Quebec, Canada
City of Providence, Rhode Island
City of Richmond, Virginia
City of Washington, District of Columbia
City of White Plains, New York
County of Brevard (Melbourne, Titusville, Canaveral), Florida
County of Luzerne (Wilkes-Barre, Hazelton) Pennsylvania
County of Jasper, Texas
County of Johnson (Olathe), Kansas
County of Johnson, Texas
County of Orange, Texas
County of Pinellas (Clearwater/St. Petersburg), Florida
County of Prince William, Virginia
County of Shelby (Memphis), Tennessee
County of Tioga, Pennsylvania

QUALIFICATIONS OF ROBERT J. FINNEGAN

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EXPERIENCE:

2005 to Present: Real Property Tax Consultant

1994 to 2005: Tyler Technologies – CLT (NYSE: TYL), Mineola, NY – Senior Vice President

Conducted direct sale and contract negotiation of systems and services to metro NYC and New England jurisdictions, including contracts with fees of $34,000,000 and $28,000,000.

Supervised as many as thirty information technology and real estate appraisal professionals in assessment updates and system installations.

1975 to 1994: Finnegan Associates, Inc., NYS Mass Appraisal and Monitoring – President

Monitored revaluations in small (e.g., Mt. Kisco, NY) and large (e.g., Brookhaven, NY – 200,000 parcels) jurisdictions

Consulted with State, County, City and Town governments in developing computer-assisted solutions to property tax problems

Administratively supervised property tax reappraisal projects in more than 200 municipalities in five states (MA, NY, CT, NH, VT) and Washington, DC.

Conducted informational and training lectures to more than 1,000 audiences over twenty years.

1970 to 1975: New York State Office of Real Property Services

1975 – Eastern Regional State Director
1974 – Principal Real Estate Appraiser (MAS)
1973 – Senior Real Estate Appraiser (MAS)
1970-1972 – Real Estate Appraiser, Mass Appraisal Systems (MAS)

1970 to 1973: Hudson Valley Community College

Assistant Professor (Computer-assisted Appraisal Methodologies), Evening Division

EDUCATION: University of Georgia, Athens, GA, MA in Real Estate Economics
Boston College, Chestnut Hill, MA, BS in Finance and Economics

OTHER PROFESSIONAL CREDENTIALS:

- Master User, SOLIR System of Lincoln Institute of Land Policy, Cambridge, MA
- Governor's Advisory Committee on Reassessment, Montpelier, VT
- Steering Committee, World Congress on Computer Assisted Mass Appraisal at Harvard Law School
- Presenter, International Symposium on the Property Tax, Vienna, Austria
- Member of Lambda Alpha, International Land Economics Fraternity

QUALIFICATIONS OF RICHARD W. FINNEGAN

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EXPERIENCE:

August 2011
to Present

Finnegan Appraisal and Consulting, LLC – President

Services to assessing departments and the provision of residential and commercial fee appraisal services.

1996-June 2011

Town of Duxbury, MA – Director of Assessing

Direct the operations of The Assessing Department under the oversight of the Board of Assessors. Significant accomplishments include:

Conducted 16 town-wide real property revaluations including 6 DOR certification reviews. All residential and commercial properties were valued by me personally without the use of an outside appraisal firm.

Achieved virtually a 100% track record of success at the Appellate Tax Board in achieving decisions in favor of the Town.

1992-1996

Market Appraisal, Inc. Needham, MA – President

Provided assessment related consulting and appraisal services to state and local governments as well as fee appraisal services to companies and private individuals. Client list: Massachusetts Department of Revenue; State of Oklahoma Department of Revenue; Ashby, MA; Ayer, MA; Berlin, MA; Blackstone, MA; Bourne, MA; Chilmark, MA; Dedham, MA; Douglas, MA; Duxbury, MA; East Brookfield, MA; Ellington, CT; Framingham, MA; Grafton, MA; Hingham, MA; Mattapoisett, MA; Newton, MA; Shelburne, MA; Southborough, MA; Sudbury, MA; Wales, MA; and Wareham, MA

1977-1991

Robert J. Finnegan and Associates, Inc., Concord, MA – Vice President

Provided assessment related consulting and appraisal services to local governments in New England and New York. Clients personally served include: Beacon, NY; Berlin, MA;

Billerica, MA; Boxborough, MA; Cheshire, MA; Clinton County, NY; Derry, NH; Dracut, MA; Ellington, CT; Fishkill, NY; Greenfield, MA; Groton, CT; Hamilton County, NY; Holbrook, MA; Hyde Park, NY; Lexington, MA; Long Beach, NY; Lunenburg, MA; Maynard, MA; Middleboro, MA; Millis, MA; Newburg, NY; Newton, MA; Northbridge, MA; Oneida County, NY; Poughkeepsie, NY; Randolph, MA; Rensselaer County, NY; Rhinebeck, NY; Riverhead, NY; Saratoga County, NY; Saugus, MA; Southington, CT; Springfield, VT; Wakefield, MA; Wayland, MA; Winchester, MA.

EDUCATION:

1968 – M.S.W., Community Organization and Planning
Boston College, Chestnut Hill, MA

1966 – A.B. Social Sciences
Boston College, Chestnut Hill, MA

LICENSES AND PROFESSIONAL AFFILIATIONS:

- Massachusetts Accredited Assessor (MAA)
- NYS Certified General Appraiser, # 4420
- Member, Plymouth, MA Board of Assessors, 2005-present
- Member of the Executive Board and Education Committee of the Massachusetts Association of Assessing Officers, 2011- present
- Board Member and Treasurer of the Community Software Consortium, 2008-2011
- President, Plymouth County Assessors Association, 2001-2002
- President, Norfolk/Suffolk Assessors Association, 1995-1996
- Member/Chairman, Needham Board of Assessors, 1982-1996

QUALIFICATIONS OF DAVID M. CORNELL, MAI, CAE

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

Professional Appraisal Experience

2010 - Present
Position: Assistant Director, Municipal and Property Division — **NH Department of Revenue Administration**
Duties include the oversight of all taxable property in New Hampshire. Assisting in educating municipalities in the proper methodology and techniques of appraisal and assessment of real property; preforming statistical test to determine the level of quality and accuracy for revaluations completed for assessing districts; assisting in the state-wide equalization process; assisting providing oversight in the valuation of commercial and utility properties.

2006 - 2010
Position: Chairman of the Board of Assessors — **City of Manchester**
Duties include the oversight of approximately 52,000 properties in the City of Manchester, equaling roughly $10 billion in market valuation; annually determining the projected tax base for budgetary purposes; advising the Mayor and the Board of Aldermen on real estate valuation and acquisition issues; voting on all tax abatements cases; educating taxpayers about the property assessment and abatement process; performing statistical analysis of assessments to determine uniformity and equity.

2003 - 2006
Position: Commercial Appraiser — **City of Manchester**
Duties included identifying, listing, and appraising of commercial property for tax purposes; measuring, listing and valuing new construction projects; preparing appraisals for numerous tax appeal cases appearing as an expert witness before the Board of Tax and Land Appeals and Superior Court (residential, commercial, and industrial properties).

1999 - 2003
Position: Real Estate Appraiser/Assistant Utility Appraiser — **N.H. Department of Revenue Administration**
Duties included assisting with the planning, organizing, and administering the appraisal and taxation of public utility property in the state; assisting with the researching and analyzing utility industry trends, data and technical reports to determine the value of public utility companies; adjusted utility property appraisal valuation models based on market data; additional duties included appraising industrial, commercial, and residential property to determine equitable tax assessments for use by New Hampshire cities and towns; instructed local assessing officials in assessing techniques; explained the real estate appraisal process to property owners at public hearings.

1998 - 1999
Position: Real Estate Appraiser — **Gwinnett County Property Appraisal Division**
Duties included assisting with the revaluation of the commercial property in Gwinnett County, GA. Used the cost, income, and sales comparable approach to derive values using the CAMA (computer-assisted mass appraisal) system. Listed new property identifying the use, zoning, topography, utilities, and other influential market factors.

1997 - 1998
Position: Real Estate Appraiser — **Borden Appraisal & Consulting Associates, Inc.**
Performed appraisals for banks and mortgage companies on residential and small income producing property while using the cost, comparable sales, and the income approach to derive a value.

Professional Licenses and Affiliations

Appraisal Institute Designated Member- MAI Designation
Appraisal Institute NH Chapter- Board of Directors (2014- present)
Appraisal Institute NH Chapter- Candidate Guidance Committee Chair
International Association of Assessing Officers- Certified Assessment Evaluator (CAE)
International Association of Assessing Officers- Senior National Instructor
New Hampshire Association of Assessing Officials - Certified New Hampshire Assessor
New Hampshire Certified General Appraiser- NHCG-863
New Hampshire Department of Revenue - Certified Property Assessor Supervisor

Education

Plymouth State University, Masters of Business Administration (M.B.A.)
Plymouth State University, Graduate Certificate in Investment & Finance
Liberty University, Business Administration (B.S.)

Appraisal Classes

Course/ Workshop Title	Course Provider
Advanced Applications	Appraisal Institute
Advanced Income Capitalization	Appraisal Institute
Appraising Cell Towers (webinar)	Appraisal Institute
General Appraiser Income Approach/Part 2	Appraisal Institute
General Appraiser Report Writing and Case Studies	Appraisal Institute
General Appraiser Sales Comparison Approach	Appraisal Institute
General Appraiser Site Valuation & Cost Approach	Appraisal Institute
General Demonstration Report-Capstone Program	Appraisal Institute
General Market Analysis & Highest and Best Use	Appraisal Institute
Online Business Practice and Ethics	Appraisal Institute
Residential Design and Functional Utility	Appraisal Institute
Real Estate Appraisal Law and Theory	Barney Fletcher Schools- Atlanta Institute of Real Estate
Real Estate Appraisal Methods	Barney Fletcher Schools- Atlanta Institute of Real Estate
USPAP and Its Application	Barney Fletcher Schools- Atlanta Institute of Real Estate
Basic Real Estate Finance	Georgia Real Estate Appraisers Board
Tax Advantages of Home Ownership	Georgia Real Estate Appraisers Board
Tax Free Exchanges	Georgia Real Estate Appraisers Board
101—Fundamentals of Real Property Appraisal	International Association of Assessing Officers
102—Income Approach to Valuation	International Association of Assessing Officers
112—Income Approach to Valuation II	International Association of Assessing Officers
151- National USPAP	International Association of Assessing Officers
191- USPAP 7-Hours Update	International Association of Assessing Officers
311—Residential Marketing Concepts	International Association of Assessing Officers
400—Assessment Administration	International Association of Assessing Officers
450- Principle of Property Assessment	International Association of Assessing Officers
909- The Appraisal of Commercial Properties in a Declining Market	International Association of Assessing Officers
Workshop 354- Multiple-Regression Analysis for Real Property	International Association of Assessing Officers
Calculator Method Workshop	Marshall & Swift
New Hampshire State Statutes	New Hampshire Association of Assessing Officials
Real Estate Entrepreneurship	Plymouth State College- Division of Graduate Studies
Course 1A: Assessment Fundamentals For Appraisers	State of Georgia- Department of Revenue
Basic Public Utility Basic Appraisal Course	Tegarden & Associates

QUALIFICATIONS OF JILL KAM – STAFF APPRAISER

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

December 2014: National USPAP Update Course, Supervisor-Trainee Course for New York; November 2014: Appraisal of Assisted Living Facilities, Appraisal of Fast Food Facilities; January 2013: Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting (McKissock 7 hours); December 2012: Residential Report Writing (McKissock 7 hours), Appraisal Applications of Regression Analysis (McKissock 7 hours); November 2012: National USPAP Update Course (McKissock 7 hours); January 2011: Foundations in Sustainability/Greening the Real Estate and Appraisal Industries (McKissock 7 hours), National USPAP Update (McKissock 7 hours); October 2010: Sales Verification/Principles, Procedures & Case Studies (McKissock 7 hours); September 2010: Introduction to Expert Witness Testimony (McKissock 7 hours); 2007-2009: Ad Valorem Tax Consultation (McKissock 2 hours), Appraising FHA Today (McKissock 7 hours), Appraising Manufactured Homes (McKissock 7 hours), Construction Details and Trends (McKissock 7 hours), Essential Elements of Disclosures and Disclaimers (McKissock 5 hours), Environmental Contamination of Income Properties (McKissock 5 hours), Introduction to Legal Descriptions (McKissock 2 hours), Land and Site Valuation (McKissock 7 hours), Mold/Pollution and the Appraiser (McKissock 2 hours), Mortgage Fraud/Protect Yourself (McKissock 7 hours), REO and Foreclosures (McKissock 5 hours), Residential Appraisal Review (McKissock 7 hours), The Nuts and Bolts of Green Building for Appraisers (McKissock 3 hours), FHA Inspection Checklist for Appraisers (McKissock n/c), Introduction to the Uniform Appraisal Dataset (McKissock n/c); January 2006: NYS Building Codes & Detrimental Property Conditions that Affect Real Estate Appraisals (Columbia Society of Real Estate Appraisers 3 hours); September 2005: Fannie Mae & The Appraisal Process (Columbia Society of Real Estate Appraisers 3 hours); January 2005: Information Technology and the Appraiser (McKissock 7 hours); November 2004: Valuation Issues in Manufactured and Modular Housing (Columbia Society of Real Estate Appraisers 3 hours); May 2004: Writing/Marketing Narrative Residential Appraisals (Columbia Society of Real Estate Appraisers 2 hours); April 2004: National USPAP Update Course (Columbia Society of Real Estate appraisers 7 hours); November 2003: Presentation & Mock Trial of Small Claims Assessment Review (Columbia Society of Real Estate Appraisers 2 hours); September 2003: R.E. Valuation Lessons Learned from Enron (Columbia Society of Real Estate Appraisers 3 hours); September 2002: Introduction to Income Property Appraisal (Columbia Society of Real Estate Appraisers G-1), Principles of Income Property Appraising (Columbia Society of Real Estate Appraisers G-2), Applied Income Property Valuation (Columbia Society of Real Estate Appraisers G-3), Fair Housing, Fair Lending and Environmental Issues (Columbia Society of Real Estate Appraisers AQ-1); February 1998: Principles of Residential Real Estate Appraising (The American Real Estate School R-1), Market Data Analysis of Residential Real Estate Appraising (The American Real Estate School R-2), Professional Standard of Practice and Ethics (The American Real Estate School); Principles of Real Estate (Appraisal Education Network

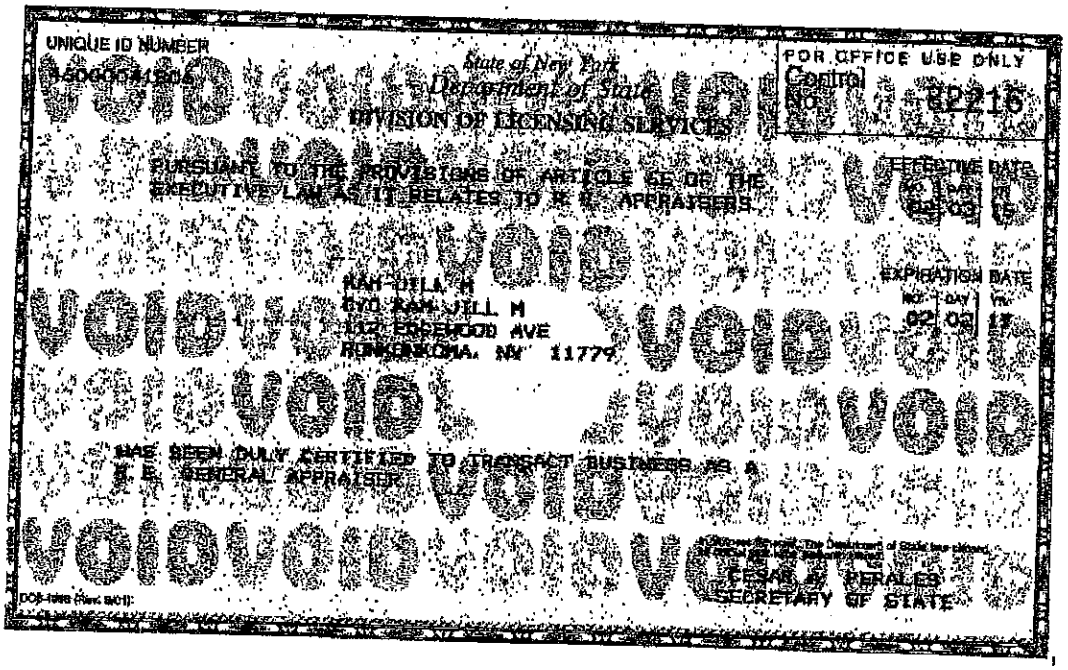
School), Applied Residential Property Valuation (Appraisal Education Network School R-3), Introduction to 1-4 Family Small Income Capitalization (Appraisal Education Network School R-4).

PROFESSIONAL MEMBERSHIPS AND LICENSES:

Columbia Society of Real Estate Appraisers, CSA-G
NYS Certified R.E. General Appraiser - Cert. # 46-41806

EXPERIENCE:

Currently working for Michael Haberman Associates, Inc. Real Estate Appraisers and Consultants, as a full time commercial appraiser. Properties appraised include condemnation projects for Suffolk County, various towns and villages throughout Nassau and Suffolk Counties, the Metropolitan Transit Authority, New York State Department of Transportation, and the City of New York. Types of properties appraised include shopping centers, retail strip centers, supermarkets, large and big box retail, office buildings and complexes, industrial properties, mixed-use properties, restaurants, catering facilities, and special use properties such as oil terminals. Represented the Town of Babylon Assessment Department at hearings for Small Claims Assessment Review Proceedings. Participated in the review of commercial property values for Nassau County's reassessment program. Prior experience includes appraising single-family residences, 1-4 family small income properties, co-operatives, and condominiums throughout Suffolk, Nassau, Queens and Kings Counties. Extensive experience as an administrator for the Long Island franchises of an international real estate company. Experience also encompasses the marketing and operations of limited partnerships for residential income producing properties in the Sunbelt Region of the United States.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State of New York
Department of State
DIVISION OF LICENSING SERVICES

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PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS

EFFECTIVE DATE
MO. DAY YR.
02 03 15

EXPIRATION DATE
MO. DAY YR.
02 03 17

RAH VILLA H
C/O RAH VILL M
102 EDGEWOOD AVE
RUNKSKOMA, NY 11779

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

TESSA L. VERALES
SECRETARY OF STATE

DOS-1998 (Rev. 8/01)

VOID

QUALIFICATIONS OF TRUDI HABERMAN - STAFF APPRAISER

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501 516-739-8080

EDUCATION:

Bachelor of Science Degree - Finch College, New York.

December 1992, Real Estate Appraisal, New York State Code R-1, Columbia Society of Real Estate Appraisers, Inc., Hofstra University, Hempstead, New York - 30 hours.

April 1993, Real Estate Appraisal, New York State Code R-2, Columbia Society of Real Estate Appraisers, Inc., Hofstra University, Hempstead, New York - 30 hours.

May 1993, Real Estate Appraisal, New York State Code Ethics and Standards of Professional Practice - Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York - 15 hours.

June 1993 - Real Estate Appraisal, New York State Code R-3, Columbia Society of Real Estate Appraisers, Inc. - Hofstra University, Hempstead, New York - 30 hours.

May 1994 - Introduction to Income Property Appraisal - New York State Code G-1, Columbia Society of Real Appraisers, Hofstra University, Hempstead, New York - 30 hours.

May 1995 - Principles of Income Property Appraising - New York State Code G-2, Columbia Society of Real Appraisers, Hofstra University, Hempstead, New York - 30 hours.

December 1995 - Applied Income Property Valuation - New York State Code G-3, Columbia Society of Real Estate Appraisers, Hofstra University, Hempstead, New York - 30 hours.

September 1999 – Dynamics of Office Leasing – Appraisal Institute – Westbury Manor, Westbury, New York – 2 hours.

September 1999 – Appraising Unique and Special-Purpose Properties – Columbia Society of Real Estate Appraisers – 3 hours.

January 2000 – Applying the HP12C to Everyday Appraisal Problems – Columbia Society of Real Estate Appraisers – 2 hours.

January 2000 – Uniform Standards of Professional Practice ES-1 – Columbia Society of Real Estate Appraisers – 15 hours.

March 2000 – Appraising Mixed Use Properties – Columbia Society of Real Estate Appraisers – 3 hours.

May 2000 – Changes In Laws and Regulations Affecting Appraisers – Columbia Society of Real Estate Appraisers – 2 hours.

November 2000 – Evaluating Property Conditions That Will Affect Appraised Value – Columbia Society of Real Estate Appraisers – 3 hours.

May 2001 – Nassau County Property Reassessment Project – Columbia Society of Real Estate Appraisers – 3 hours.

September 2001 – Appraising Small Income Properties Using Form 71-B – Columbia Society of Appraisers – 3 hours.

November 2001 – HUD/FHA Property Appraisal Quality Review Issues – Columbia Society of Appraisers – 4 hours.

January 2002 – The Federal Trade Commission's Final Privacy Regulations – Columbia Society of Appraisers – 2 hours.

March 2002 – What Kind of House is This Anyway? – Columbia Society of Real Estate Appraisers – 3 hours.

November 2002 – Analysis of Market Sales – When Are They Comparables – Columbia Society of Real Estate Appraisers – 3 hours.

January 2003 - Applying the HP12C to Everyday Appraisal Problems – Columbia Society of Real Estate Appraisers – 2 hours.

March 2003 – What's My Job – A Primer for Appraisers – Columbia Society of Real Estate Appraisers – 2 hours.

June 2003 – National USPAP Update Course – Columbia Society of Real Estate Appraisers – 7 hours.

November 2003 – Presentation and Mock Trial of Small Claims Assessment Review – Columbia Society of Real Estate Appraisers – 2 hours.

March 2004 – Principles of Appraising Residential Foreclosed Properties – Columbia Society of Real Estate Appraisers – 3 hours.

January 2005 – Protect yourself from Environmental Risks – Columbia Society of Real Estate Appraisers – 2 hours.

May 2005 – What Determines Value In an Individual Cooperative Unit In the Manhattan Real Estate Market – 2 hours.

October 2006 – Zoning for Real Estate Professions – 3 hours

October 2006 – The Basics of Lease Analysis – 3 hours

November 2007 – National USPAP – 7 Hour Update

October 2011 – Appraising Apartments: The Basics – 7 hours

November 2011 – Land and Site Valuation – 7 hours

November 2011 –National USPAP Update - 2010-11 7- hours

December 2011 – How to Analyze & Value Income Properties – 7 hours

PROFESSIONAL MEMBERSHIPS AND LICENSES:

Columbia Society of Real Estate Appraisers - CSA-G

New York State Real Estate Appraiser Assistant #48-19966

EXPERIENCE:

Owned and managed real estate for over fifteen years.

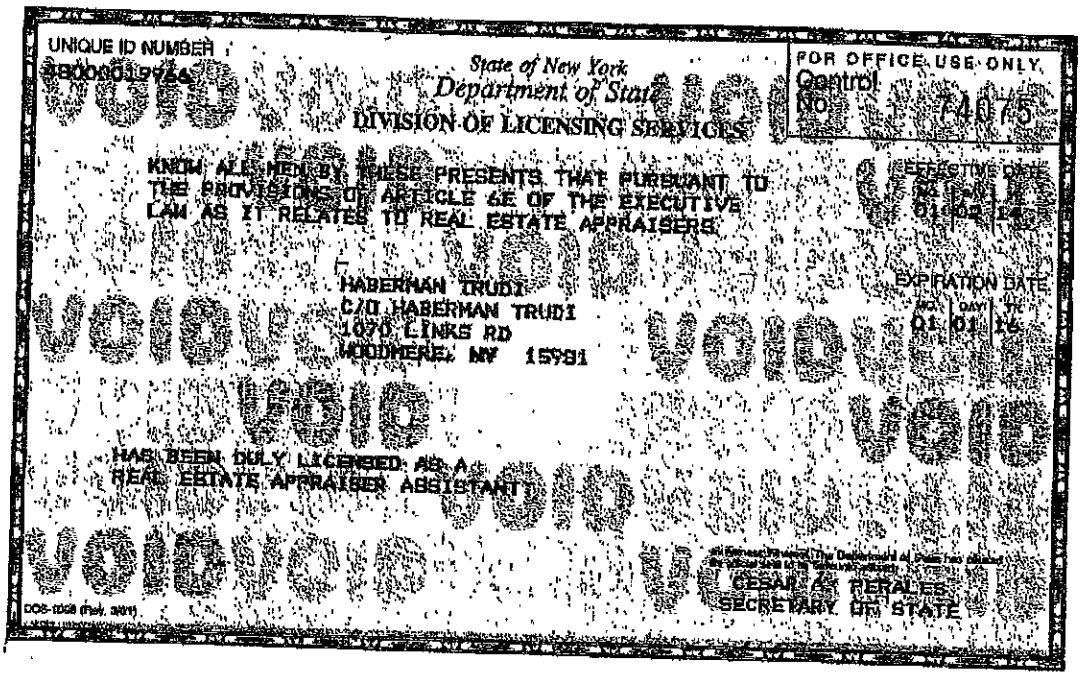
Has been involved with the Real Estate Appraisal business for over fifteen years working full time for Michael Haberman Associates, Inc., a commercial real estate appraisal company that specializes in evaluations for municipal agencies, private clients and consultations to developers.

Worked one year for the Home Appraisal Company which specializes in the preparation of residential appraisals for the sales and finance of same.

Has been involved with the preparation of appraisal reports for the Corporation Counsel of the City of New York, Public Development Corporation, Office of the Nassau County Attorney - Tax Certiorari and Condemnation Division, City of Long Beach, City of Glen Cove, Villages of Valley Stream, Rockville Centre and Cedarhurst.

Properties appraised include condominiums, cooperatives, apartment houses, private homes, shopping centers, gas stations, industrial buildings, commercial and office buildings, restaurants, marinas, golf courses and various types of vacant land.

Responsibilities include researching property history and transactions and inspecting same as well as developing comparable sales with analysis of same to value conclusions; analysis of financial reports with pro-forma profit and loss development and final value conclusions. Worked on Nassau County's reassessment program which was completed January 1, 2003.



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State of New York
Department of State
DIVISION OF LICENSING SERVICES

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KNOW ALL MEN BY THESE PRESENTS THAT PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO REAL ESTATE APPRAISERS

EFFECTIVE DATE
MO. DAY YR.
01 02 14

HABERMAN TRUDI
C/O HABERMAN TRUDI
1070 LINKS RD
WOODMERE, NY 15981

EXPIRATION DATE
MO. DAY YR.
01 01 16

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT

CESAR A. PERALES
SECRETARY OF STATE

DOS-1028 (Rev. 3/01)

QUALIFICATIONS OF STELIOS S. PODIMATIS – STAFF APPRAISER

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

[516] 739 – 8080

EDUCATION:

- May 1987 - Bachelor of Science, Double Major: Finance and International Business, New York University, Stern School of Business.
- September 1991 - Introduction to Appraising Real Property, Appraisal Institute.
- May 1991 - Applied Residential Property Valuation, Appraisal Institute.
- May 1991 - Uniform Standards of Professional Appraisal Practice and Appraisal Ethics, Appraisal Institute.
- January 1993 – Continuing Education Course – The Small Claims Assessment Review Court and the Appraiser – 20 hours – Appraisal Education Network.
- April 1998 – Standards and Ethics – Columbia Society of Appraisers.
- December 1998 – AQ-1 – Fair Housing – Appraisal Education Network.
- January 1999 – Computer Technology and Applications Program Certificate of Internet/Intranet & Design, Columbia University.
- September 2001 – G1 Course - Columbia Society of Appraisers.
- January 2002 – G2 Course – Columbia Society of Appraisers.
- September 2003 – G3 Course – Columbia Society of Appraisers.

PROFESSIONAL MEMBERSHIPS AND LICENSES:

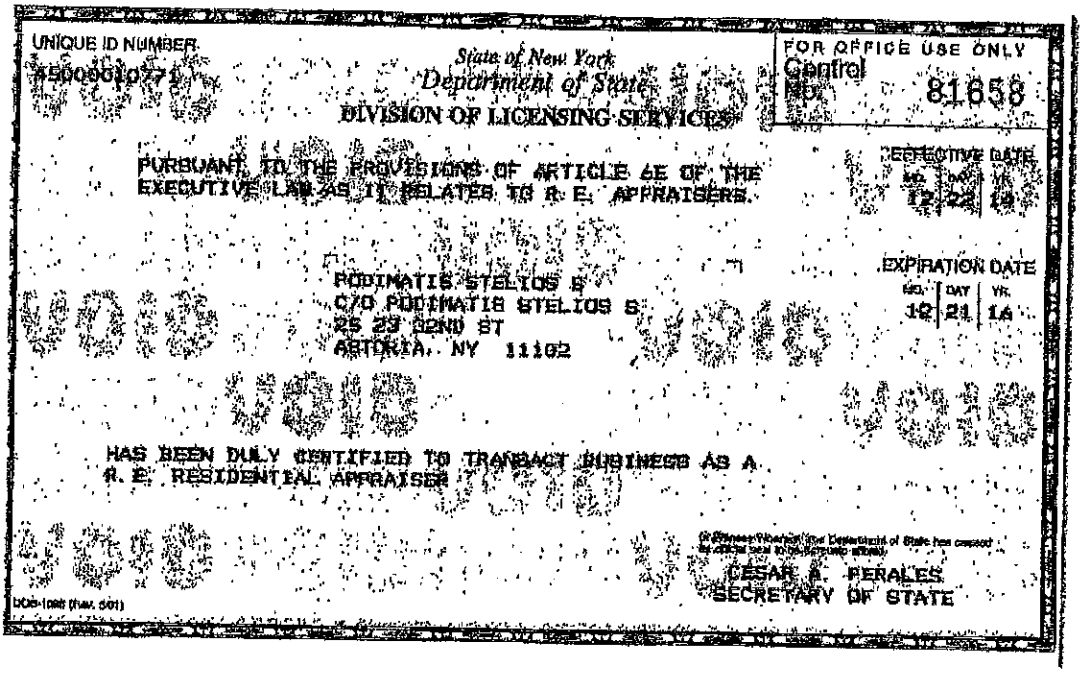
- National Board of Realtors
- New York State Licensed Real Estate Salesperson

CERTIFICATION:

- New York State Certified Residential Appraiser # 45-10771

EXPERIENCE:

- Actively engaged in the appraisal of residential real estate since 1988.
- Has represented the Company and Nassau County in Small Claims Assessment Review hearings since 1996.
- August 1987 - June 1988: Worked with a mortgage brokerage firm.
- July 1988 - to present: Worked as a real estate appraiser for companies in Queens, Brooklyn and Nassau County.
- Languages: Fluent in Greek; knowledge of French



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State of New York
Department of State
DIVISION OF LICENSING SERVICES

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PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO. 12 | DAY 22 | YR. 13

EXPIRATION DATE
MO. 12 | DAY 21 | YR. 14

PODIMATIS STELIOS S
C/O PODIMATIS STELIOS S
25 23 32ND ST
ASTORIA, NY 11102

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. RESIDENTIAL APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

DOS-1082 (Rev. 5/01)

QUALIFICATIONS OF RICHARD C. STEPHENS – STAFF APPRAISER

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

1984 – State University College at Oneonta, New York, B.S. Degree – Economics and B.S. Degree – Geology
1985 – Real Estate Salesperson Qualification Education
1986 – Real Estate Broker Qualification Education
1995 – Multiple Listing Rules and Regulations
1995 – Introduction to Real Estate Appraisal (R1)
1999 – Valuation Principles and Procedures (R2)
1999 – Ethics & Standards of Professional Practice (E/S)
1985 to 2001 – Continuing Education for NYS Real Estate Licensing
1999 to present – Continuing Education for NYS Appraisal Licensing
1999 to present – National USPAP Updates
2001 – Fair Housing and Fair Lending (AQ-1)
2004 – Speaker for Columbia Society of Real Estate Appraisers
2005 – Introduction to Income Property Valuation at Hofstra University (G1)
2005 – Principles of Income Property Appraising at Hofstra University (G2)
2005 – Applied Income Property Valuation at Hofstra University (G3)

EXPERIENCE:

- Active in the valuation, appraisal, and inspection of commercial and residential real property.
- Active in Mass Appraisal process for several Assessment Departments of Nassau County Villages.
- Active hearing representative of Town of Babylon Assessment Department regarding Small Claim proceedings.
- Active hearing representative of several Assessment Departments of Nassau County Villages and the City of Glen Cove regarding Small Claim proceedings.
- Hearing representative of Nassau County Department of Assessment regarding Small Claim proceedings – 2002 to 2005

- Worked on Nassau County's reassessment program for Michael Haberman Associates, Inc. the main sub-contractor for Cole Layer Trumble Company. Required utilization of various Mass Appraisal techniques.

- Active in the management and disposition of bank-owned residential real property.

- Active in the sale of privately owned new construction and existing residential real property.

- President, American Dream Realty Management Corp. Duties include Management and Sales of Bank-Owned Properties - New York State Licensed Real Estate Broker of Record – January 1998 to present.

- President, Enrich Realty Group, Inc. Duties include sales of privately owned residential properties and business operation - New York State Licensed Real Estate Broker of Record – September 1986 to December 2008.

- Vice-President, The American Dream Realty Group, Inc. Duties include Management and Sales of Bank-Owned Properties – September 1988 to January 1998.

- Marketing Manager, Loretta Homes LTD. Builder. Duties included Marketing and Management of Residential New Construction; Specializing in Construction Techniques and Management of Sub-contractors – November 1986 to September 1988.

- Sales Representative Century 21 Metalios. Duties included Listing and Selling of Residential Real Estate – September 1985 to November 1986.

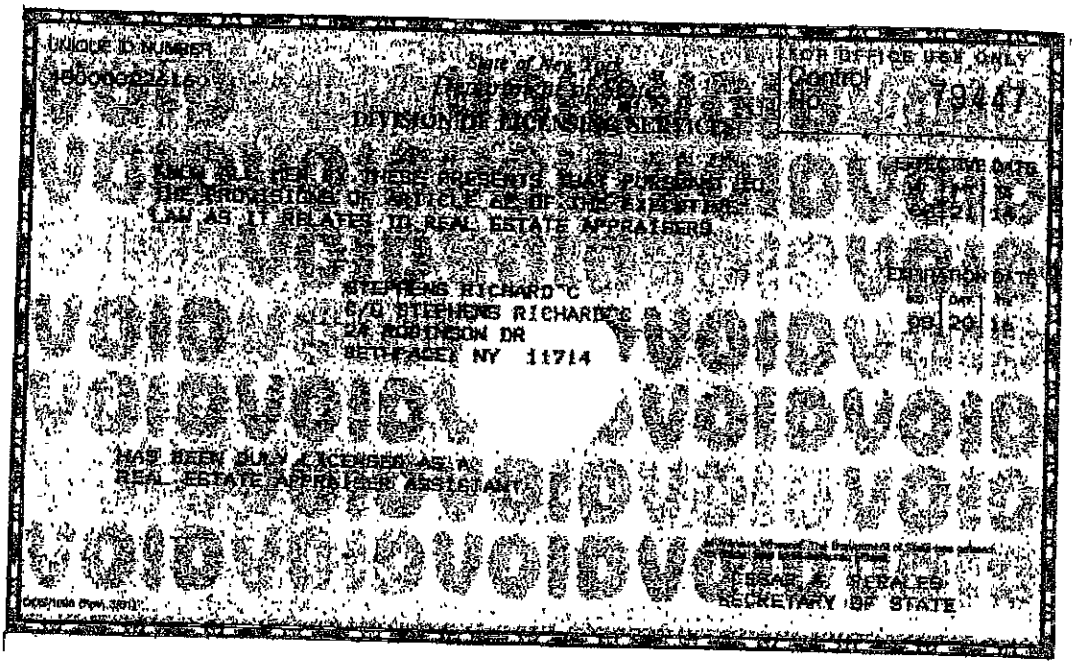
- Catering Manager, J & B Food Service. Duties included Management of Business Operations for a 5 Location Catering Company – September 1984 to 1985.

- Leadman of Summer Construction Crew, Miltope Corporation. Summers Only – Duties included Oversee Temporary Construction Crew during Building of New Plant – 1979 to 1983.

PROFESSIONAL LICENSES:

- New York State Real Estate Appraiser Assistant - License # 48000022616

- New York State Real Estate Broker License for American Dream Realty Management Corporation – License # 31ST0862368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DIVISION OF LICENSING SERVICES
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Control
79447
EXPIRATION DATE
EXPIRATION DATE
STEPHENS RICHARD C
C/O STEPHENS RICHARD C
24 ROBINSON DR
SETAUKET NY 11714
HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT
SECRETARY OF STATE

QUALIFICATION OF DANIEL F. KELLY – STAFF APPRAISER

Michael Haberman Associates, Inc,
125 Front St
Mineola, New York 11501

516-739-8080

EDUCATION:

Bachelors of Science in Business Management – Western Governors University, Anticipated 2016; Associates of Arts – Community College of Vermont – 2014; Courses over the last 5 years: R5: Basic Appraisal Principles, American Real Estate School, 30 hours, 2012. R6: Basic Appraisal Procedures, American Real Estate School, 30 hours, 2012. R7: Residential Market Analysis, American Real Estate School, 15 hours, 2012. R8: Residential Site Valuation, American Real Estate School, 15 hours, 2012. R9: Residential Sales Comparison, American Real Estate School, 30 hours, 2012. R10: Residential Report Writing and Case Studies, American Real Estate School, 15 hours, 2012. Property Management, New York Real Estate Institute, 22 hours, 2012. Uniform Standards of Professional Appraisal Practice, American Real Estate School, 2011. Real Estate Salesperson Licensing, American Real Estate School, 75 hours 2010

CERTIFICATIONS:

New York Department of State, Division of Licensing Services – Real Estate Appraiser Assistant, I.D. #48000050637

New York Department of State, Division of Licensing Services – Real Estate Salesperson, I.D. #10401222020

PROFESSIONAL MEMBERSHIP:

National Association of REALTORS, New York Association of REALTORS, Hampton and North Fork REALTOR Association.

EXPERIENCE:

Analysis and/or appraisal of properties for Small Claims Assessment Review hearings in Nassau and Suffolk County. Representing the Villages of Great Neck, Great Neck Estates, Russell Gardens, Thomaston, Farmingdale, East Hills and Sea Cliff, as well as, the City of Glen Cove and the townships of Huntington and Babylon, totaling over 150,000 parcels in Small Claims proceedings. Assisted Assessors in Village of Lake Success and City of Glen Cove for Board of Assessment Review. Assisted Assessors in building permit adjustments in the Villages of East Hills, Valley Stream and the City of Glen Cove. Acting monitor of the revaluation project being performed by Tyler Technologies in Westchester County in the Townships of Greenburgh and Ossining, and the City of Yonkers 2014-2016.

QUALIFICATIONS OF BETTY DEMARTINI

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

1994 - Real Estate Salesperson Qualification Education
1996 – Present: Continuing Education for NYS Real Estate Licensing

EXPERIENCE:

- October 2011- Present - Michael Haberman Associates, Inc.

  Duties Include:
  - Town of Babylon representative for Small Claim Hearings
  - Attend Court
  - Research on various projects
  - Administrative duties

- January 1992- August 2011 - American Dream Realty Management Corp.
  New York State Licensed Sales Associate. Office Manager

  Duties Included:
  - Management and Sales of Bank Owned Properties dealing directly with bank representatives, attorneys, vendors and potential buyers.
  - Administrative duties included record and bookkeeping
  - Managed sales and clerical staff

PROFESSIONAL LICENSES:

- New York State Licensed Sales Associate-License # DE0803495

QUALIFICATIONS OF WILLIAM J. EYRING, CPA

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501 516-739-8080

EXPERIENCE:

2005	Present - Database consultant to Michael Haberman Associates, Inc.
2005	Lamp Software, Inc. – a database solutions company offering custom database programming and network consulting.
1997-2005	Director of Information Technology, Michael Haberman Associates, Inc.
1985-1997	Value-added computer reseller and database solutions provider.
Pre-1985	Public and private accounting industries, including position as controller.

PROGRAMMING AND COMPUTER SKILLS:

Expert experience in SQL programming language
Over twenty five years experience developing database applications to customer specifications.

Aspects of application development including;
Client consultation, application design, program development, testing, installation, training and support.

Utilizing an object-oriented SQL compliant database programming environment, I have expert experience in SQL including;

Database design – creating schema for applications including permanent and temporary tables and views, creating Primary and Foreign Keys, evaluating indexes, data flow models, triggers and stored procedures, forms creation, reports creation, label creation, variable forms creation, external forms, creating and managing ODBC connections, importing many different types of external data, exporting data to different file types, evaluating different data objects for inclusion in an application.
Evaluating indexes, data flow models, triggers and stored procedures
Forms creation, reports creation, label creation
Report Output to multiple formats – Excel, PDF, Html, Text, CSV, Ascii
Creating and managing ODBC connections
Data transfers importing and exporting data
Compilers
Installation Programs

Most recent applications include:
ESC – Equitable Small Claims software, co-developed with Michael Haberman Associates, Inc., is designed for use by tax assessors to defend taxpayer claims for tax reductions. ESC defends an assessment by using complicated valuation models to produce a defendable market value for the subject properties. Currently in use for ten municipalities on Long Island including the City of Glen Cove.

ISP – Inspection Scheduling Program – tracks equipment that needs regular inspection and reporting. Flexible inspection periods, equipment types, schedule tracking and email notifications to necessary parties (such as insurance companies and local authorities).

LAMP 10 for literary agents. LAMP tracks all financial and contractual aspects of an author's books with their agents and publishers.

An overview of these applications can be seen at www.LampSoftware.com.

In addition to the two applications outlined above, I have designed, written and installed programs for;

Commercial Real Estate Appraisals
Auto parts manufacturer and distributor
Medical supply distributor
Wine distributors
Cemetery management – Diocese of Rockville Centre, NY
Jewelry wholesaler
Factoring and loan finance
All of which have enabled these customers to increase productivity, identify resources, reduce staff and increase profitability.

Cemetery Operations Management – written for Catholic Cemeteries of the Diocese of Rockville Centre. This software manages cemetery operations at all three of their Diocesan cemeteries and 19 parish cemeteries.

While with Michael Haberman Associates I wrote most of their software for their contracts with Nassau County and the Town of Babylon. Michael Haberman Associates played a major role in the re-assessment of Nassau County in 2003. They also negotiated taxpayer small claims and defended corporate real estate tax appeals on behalf on Nassau County. My software controlled the small claims negotiation and billing process for ten years. I administered over $30 million dollars in government contracts during this period.
My programs also controlled the tracking and market value of over 470,000 properties in Nassau County during the re-assessment process. I wrote database software to track commercial property in the New York area.

PROFESSIONAL, ASSOCIATIONS AND EDUCATION:

Certified Public Accountant – State of New York
New York State Society of Certified Public Accountants
Long Island Association of Small Businesses

QUALIFICATIONS OF MICHAEL J. BERNARD, IAO

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

Core Competencies

- Vision and leadership, with comprehensive administrative management experience
- Strong expertise in real property appraisal/tax assessment and multimillion dollar budget control
- Proven ability to consistently ensure the most productive, cost-efficient, and highest quality work
- Strive for Excellence – set and achieve high standards of performance; show initiative; and suggest ways in which procedures can continuously improve
- Creative problem-solver with a can-do attitude
- Highly effective skills in evaluating, organizing, and communicating
- Well developed skills in public speaking/relations and educating individuals and groups
- Detail-oriented efficiency expert who can establish, achieve, and surpass goals through close human resources support, better planning, and negotiation ability

EMPLOYMENT: **Town of Babylon – Babylon, NY (1988-Present)**

- Effort, achievement, and recognition characterize the above employment history, which includes diversified administrative management assignments and receipt of numerous documented commendations and accolades citing *"Work Excellence."*

POSITION: ***Sole Assessor*** (5/02-Present)

- **Successfully administer** the complete spectrum of property valuation protocols.
- **Instrumental** in developing, implementing, and directing the efficient execution of real property tax assessments for some 70,000 properties/parcels per year.
- **Control** a $1.95 million budget and orchestrate staff – hire, train, schedule, and supervise personnel – provide close support – motivate strong work teams – adhere to all human resources disciplines – oversee performance/salary reviews.
- **CONDUCT** highly effective employee training programs and train-the-trainer initiatives.
- **CREATE** and implement innovations to new and existing department procedures that serve as **"blueprints" for continual improvements in operational efficiency, cost control, and overall productivity** – these include: revamping/streamlining day-to-day department operations; instituting a total overhaul of the computer system; conducting extensive "outreach"/public speaking programs to educate taxpayers on the reasons for property tax assessments – create and circulate informative literature on real property tax exemptions and knowledge
- **QUICKLY** identify, define, and solve operational, personnel, and taxpayer problems – stimulating better relations between the taxpayer and Town Government.
- **OVERSEE** the accurate compilation, calculation, processing, and analysis of extensive informational and financial data for precise decision-making in property tax assessments; prepare weekly, monthly, and quarterly reports and graphs.
- **PROFICIENTLY** assess the immediate and continuing needs of real property tax assessment work to establish priorities for providing appropriate management interventions based on urgency level; communicate response from efforts to members of a multidisciplinary town management team.
- **KEEP** Pace with the latest concepts, technologies, and methodologies in real property services/tax assessment administration through ongoing training and seminars.
- **STATE CERTIFICATIONS:**

  State of New York Office of Real Property Services
  - ***Certified Assessor, Professional*** (11/06)
  - ***State Certified Assessor, Advanced*** (7/06)
  - ***State Certified Assessor*** (4/03)

  Institute of Assessing Officers of the New York Assessors Association
  - ***Certified IAO-1*** (7/06)
  - ***Certified Instructor Training*** (7/06)
  - ***Certified Golf Course Appraisal*** (7/04)
  - ***Certified Utility Valuation*** (7/04)

Town of Babylon – Babylon, NY (1988-Present)

POSITION: ***Commissioner of the Department of Public Works*** (12/98-5/02)

- EFFECTIVELY MANAGED every facet of the department – administering a $16M annual budget and a 170-person work force (negotiated contract with the Teamsters Local 237).
- REPRESENTED elected officials at civic and public works meetings and hearings.
- SUCCESSFULLY NEGOTIATED the consolidation of the Landfill Garage, Highway Garage and Buildings & Grounds Central Garage into the Division of Fleet Maintenance.
- OVERSAW ALL town repairs/maintenance including approximately 560 miles of town roads, snow plowing, repaving, drainage, sweeping, street signs, street lights and a 300-vehicle fleet.
- INSTRUMENTAL in planning the merger of the Highway Department and Buildings and Grounds Department to create the Department of Public Works in 1995.
- SERVED as Deputy Commissioner of Department of Public Works, Division of Buildings and Grounds from 1/95-12/98 and as Commissioner, Department of Municipal Buildings & Grounds from 11/92-12/94

POSITION: ***Deputy Commissioner, Dept. of Planning & Development*** (1/92-11/92)

- ADMINISTERED the Building Department, including all building inspectors, engineering division, traffic safety division, and micrographics department; reviewed and made recommendations on all residential and commercial building permit applications; implemented a fast-track building permit application process – reducing permit issuance time by four to six weeks.

POSITION: ***Executive Director, Industrial Development Agency*** (1/88-12/91)

- CHIEF EXECUTIVE OFFICER of the agency, responsible for office staff and the administration of approximately $3 million a year in tax revenues.
- INTERVIEWED prospective applicants for financial assistance within the Town; acted as liaison between government and local business community; responsible for all aspects of economic development within the Town.
- PRODUCED AND FUNDED the highly successful "Heart of It All" television and radio campaign, which continues today, to increase economic development and tourism in the Town of Babylon.
- ISSUED IN EXCESS of $300 million in municipal bonds, which led to the creation and retention of 10,000 jobs.
- SUCCESSFULLY NEGOTIATED the sale of a 200,000 square-foot facility for an international soft-drink manufacturer's Long Island headquarters.

ADDITIONAL EXPERIENCE:

Cornell University ('05-Present)
Certified Instructor – Real Property Valuations, NYS

- EFFECTIVELY DEVELOP and conduct instructional training programs for real property appraisal/tax assessment.
- CONSISTENTLY MAINTAIN an effective learning atmosphere – vary the pace and focus of lessons to accommodate the diversified needs of those at different developmental levels.
- EFFICIENTLY UTILIZE a variety of motivational methods to learning interest and achieve appreciable training effectiveness.

Homes America High Yield – West Islip, NY (4/84-12/87)
Vice President and General Manager

- MANAGED AND PERFORMED real estate appraisals of commercial and residential properties, as well as the sales/marketing of commercial, industrial, and residential properties; secured all needed financing for transactions.
- DIRECTED all phases of business operations, personnel, and promotions with hands-on P&L control.

HONORS/ AWARDS:

Special Certificate of Recognition of Excellence / Supervisor, Town of Babylon
Community Service Award / Town of Babylon
Boy Scouts of America Good Deed Award

EDUCATION:

Trinity Southern University – Dallas, TX / Bachelor of Science in Business Administration
Additional studies: State University of New York, Old Westbury
Long Island Board of Realtors / Real Estate Broker
Hofstra University, Hempstead, New York and Columbia Society of Real Estate Appraisers II, Advanced Income Properties, Commercial and Industrial
Cornell University / Appraising & Exemptions

LICENSURE: Licensed New York State Real Estate Broker, Instructor of Real Property Valuations

AFFILIATIONS:

Institute of Assessing Officers; 2nd Vice President of NYS Assessors Association
President of the Suffolk County Assessors Association; Columbia Society of Real Estate Appraisers
Suffolk County Tax Reform Commission
Past Trustee, Local 237 Teamsters, Town of Babylon Health & Welfare Trust Fund
Special Deputy Sheriff, Suffolk County, New York
Past Vice President, Director, Long Island Development Corp & Town of Babylon Local Development Corp.
Past District Commissioner, Boy Scouts of America
Past Director, West Babylon Lions Club
Director, Babylon Breast Cancer Coalition, Babylon Tuna Club

QUALIFICATIONS OF GAY TAFFEL

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

PROFESSIONAL EXPERIENCE

Assesor – April 2014 to June 2015 – Incorporated Village of Lindenhurst – 430 South Wellwood Avenue, Lindenhurst, NY

Past Assessor – Nov 1999 to June 2012 - Incorporated Village of Floral Park - One Floral Blvd., Floral Park, NY 11001

- Prepare Tentative Assessment Roll, Final Assessment Roll and NY State Assessor's report.
- Calculate Assessment changes from building plans and permits. Post changes to assessment cards & roll.
- Physically inspect and establish values for new construction and major projects. Establish assessment for roll.
- Oversee a staff of 2 -handle required mailings & assessment paperwork in "Full Service" Village of 4,900 parcels
- Exemption administration. Oversee all phases of the Village Exemption process to comply with RPTL.
- Administer property ownership and bank changes. Review 5217's for accuracy and validity.
- Review pending legislation and implement RPTL changes (Real Property Tax Laws & their ramifications)
- Attend classes and conferences on assessment and property appraisal. Conform to current laws & industry standards, increase knowledge and comply with continuing education requirements.
- Maintain license - Certified NY State Residential Real Estate Appraiser
- Keep an open communication with Nassau County and other Village's Assessment Departments

Purchasing Agent – Nov 1999 to 2004 - Incorporated Village of Floral Park - One Floral Blvd., Floral Park, NY 11001

- Perform all duties of Purchasing Agent according to OGS standards.
- Compile Bid packages and RFP's. Conduct Bid openings.
- Oversee processing of requisitions and purchase orders.

Assessor – May 2005 to 2009 - Part time evening position under Mayor Carrigan & Trustee Bruno Romano. Incorporated Village of East Rockaway - 376 Atlantic Ave., East Rockaway, NY 11518

- Review Building Permits and plans, post changes to Assessment Cards. Assist with updating procedures.

Incorporated Village of Lynbrook – Merrick Rd., Lynbrook, NY - Building Department – August & September 2012

- Temporary position – Busy Building Department required temporary assistance while 2 new part-time civil service personnel were being canvased.

Certified Residential Real Estate Appraiser - Michael Haberman Associates – Mineola, NY - 1994 – Nov 1999

- Negotiate Small Claims Hearings representing Nassau County.
- Tax Certiorari Appraisal Preparation - Home Appraisal Company – Mineola , NY - 1994 – Nov 1999
- Fee Appraiser – 1 to 4 family homes and condos - F X Romito Appraisal Service – Malverne, NY - 1987 - 1994
- Fee Appraiser – 1 to 4 family homes and condos

EDUCATION

1999 – 2015 Comprehensive Assessment Classes sponsored by – ORPS & the NY State Assessor's Association. Locations: Cornell University, Ithaca State College and Conference Center, Fishkill, NY.

1999 – 2004 Municipal Purchasing Conference & classes sponsored by NY State Office of General Services. Location: Saratoga, NY

1991 – 2015 Continuing Education classes to maintain credentials as NY State Certified Residential Real Estate Appraiser. Sponsors: NY State Assessors Association & Columbia Society of Real Estate Appraisers.

1989 – 1991 C.W. Post Campus, Brookville, NY New York State Certification for Residential Real Estate Appraiser

- 1989 Society of Real Estate Appraisers – Intro to Appraising Real Property
- 1990 Society of Real Estate Appraisers – Applied Residential Property Valuation
- 1991 Society of Real Estate Appraisers – Uniform Standards of Professional Appraisal Practice & Ethics

Nassau Community College, Garden City, NY - A.A.S. Degree - Deans List / GPA 3.9

MEMBERSHIPS

- NY State Assessor's Association
- Columbia Society of Real Estate Appraisers – Board of Directors

ADDITIONAL INPUT

- **Speaker** (by request) at 2 NCVOA meetings. Topic: Detrimental effects of the 2009 RPTL (law changes) on Village Residential Assessment Ratios & ensuing Small Claims cases. ORPS new ratio formulas skew both residential & commercial ratios (RAR & EQ rates) & devastate Village finances.

- **Speaker (as Appraiser)** at the "3rd Track" public meeting, at the Floral Park Terrace. Presentation was in-depth and "on the record" as to the devastating impact the LIRR 3rd track expansion, would have on the Village of Floral Park.

- **First Assessor to challenge an RAR at a Small Claims Hearing** (with a sales ratio study) and persuade Hearing Officer to use a more accurate Village ratio (RAR) to settle specific Small Claims refunds.

MOST CURRENT CE CLASSES

• Collateral Underwriter	4/2015
• USPAP Class	12/2014
• Appraising the Value of Energy Efficiency in Real Estate	1/2014
• Green Seminar	11/& 12/2013
• Valuation - Highest and Best Use	3/2013
• Mold, Moisture and the Residential Home	3/2013
• USPAP – Professional Ethics (7 hr)	2/2013
• Commercial leases- practical review	1/2013
• Hotel Valuation	11/2012
• Deficiencies in Appraisal Practices	3/2012
• 7 Deadliest Environmental Issues	11/2011
• Fair Housing Regulations	9/2011

QUALIFICATIONS OF ELINOR BRUNSWICK

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

PROFESSIONAL EXPERIENCE

2005 –Present:	President of Brunswick Appraisal Corp.
1997-2005:	President, Brunswick Real Estate Appraisal Corp.
1993-1997:	Vice President, Appraisers & Planners, Inc.
1985-1993:	Partner for Brunswick Appraisal Corp.

EDUCATION

Northwestern University	- 1970-1971
Indiana University	- Bachelor's Degree, 1975
Adelphi University	- Master's Degree, 1978

The Appraisal Institute:

Real Estate Appraisal Principles

Basic Valuation Procedures

Case Studies in Real Estate Valuation

Capitalization Theory and Techniques, Part A and B

Case Studies in Real Estate Valuation

Standards of Professional Practice

Valuation Analysis & Report Writing

Successfully prepared the Demonstration Report and Comprehensive Examination

Society of Real Estate Appraisers:

An Introduction to Appraising Real Property

Applied Residential Property Valuation

Principles of Income Property Appraising

Applied Income Property Valuation

LICENSES

State of New York Certified General Appraiser's License #46000008913

PROFESSIONAL AFFILIATIONS

Co-Chairwoman of Seminars, Appraisal Institute, Long Island Chapter 2014
Regional Representative, Metropolitan Chapter of the Appraisal Institute, 2004 to 2010
Director, Metropolitan Chapter of the Appraisal Institute 1998-2003
Membership Retention Chairperson, Metropolitan Chapter of the Appraisal Institute
General Admissions Chairperson-Appraisal Institute Chapter #4, 1998-2001

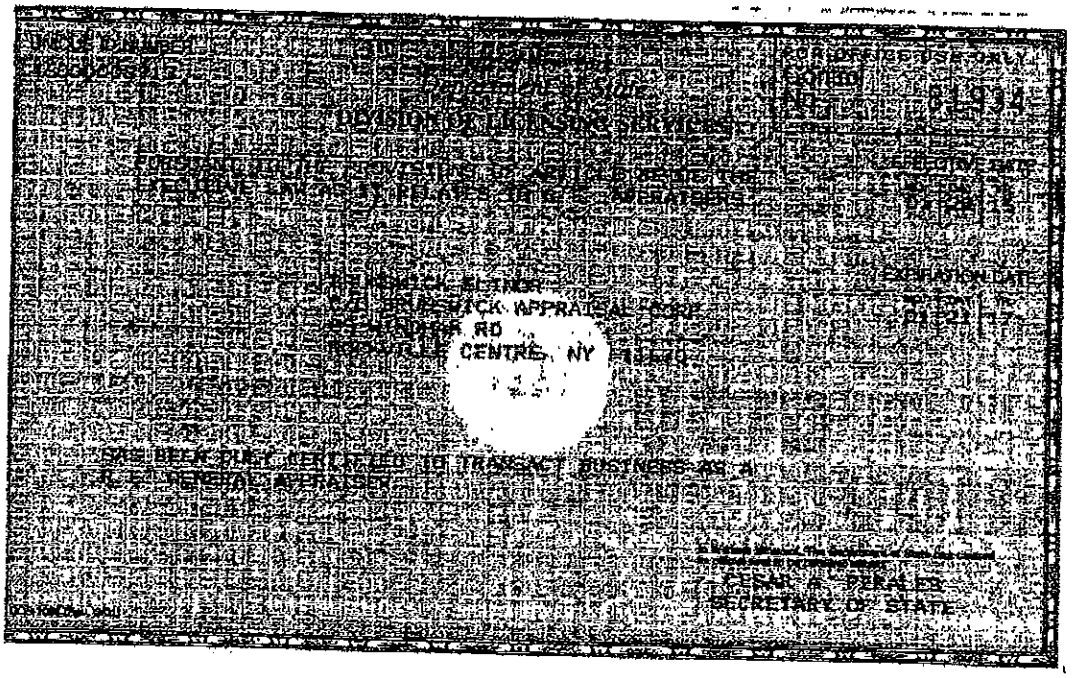
Member - Appraisal Institute, Member #11,328
Member-Association of Real Estate Women, 1998, 1999
Member- New York Condemnation Conference, 1998

Past President 1994 - Affiliates' Organization of the New York Chapter

EXPERT TESTIMONY
United States Bankruptcy Court
New York State Court of Claims
New York State Supreme Court, Manhattan, Nassau and Suffolk

Various Town and Village Zoning Boards on Long Island

APPRAISAL EXPERIENCE
I have been actively engaged in the real estate valuation business for over twenty-nine years appraising residential and commercial properties primarily in Long Island, Manhattan and the New York metropolitan area.



QUALIFICATIONS OF JOSEPH GROSSMANN

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

PROFESSIONAL EXPERIENCE:

President-November 1, 1997 to Present.
Vice President-January, 1990 to 1997.
Real Estate Appraiser - January 1985 to 1990.
John E. Grossmann Associates, Inc., - Real Estate Appraisers & Consultants.

Over the span of his career as a professional real estate appraiser, Joseph Grossmann has performed appraisal and consulting services in Suffolk, Nassau, Queens and Kings Counties of New York. His experience has included all types of residential properties, including subdivisions, environmentally sensitive land, office buildings, retail properties, industrial properties and special use properties. His clients include State, County, Town and Village Governments, various lenders, public and private corporations, private individuals and the New York State Supreme Court System.

Condemnation and litigation experience dating back to 1990.
Admitted Expert Witness - New York State Supreme Court
Nassau County, New York
Suffolk County, New York

PROFESSIONAL LICENSES:

New York State - Certified General Real Estate Appraiser - License #: 46000000928

New York State - Licensed Real Estate Salesman

New York State - Supreme Court Assessment Review Officer

PROFESSIONAL SOCIETIES:

Appraisal Institute - S.R.A. Candidate Member – 1989.

Continuing education obtained from the Appraisal Institute and Long Island Board of Realtors periodically as required to maintain my licenses and memberships in these organizations.

EDUCATIONAL BACKGROUND:

Appraisal Institute – Online Data verification Methods - November 2013

Appraisal Institute - Appraising the appraisal - Appraisal Review Plainview, N.Y. - March 2013

Appraisal Institute - Residential Applications - Using Technology to Measure and Support Assignment Results, Plainview, N.Y. - March 2012

Appraisal Institute - The Uniform Appraisal Dataset from Fannie Mae and Freddie Mac Plainview, N.Y. - June 2011

Appraisal Institute - Hotel Appraising - New Techniques for Today's Uncertain Times Westbury, N.Y. - September 2009

Appraisal Institute - Commercial Appraisal Engagement and Review for Bankers and Appraisers - Plainview, N.Y. - September 2009

Appraisal Institute - Appraising Distresses Commercial Real Estate - Plainview, N.Y. - June 2009

Appraisal Institute - Subdivision Valuation - Garden City, N.Y. - June 2007

Appraisal Institute - Liability Management for Residential Appraisers - Garden City, N.Y. - March 2007

Appraisal Institute - What Clients Would Like Their Appraisers to Know - Garden City, N.Y.
February 2007

Appraisal Institute - Internet Search Strategies for R.E. Appraisers - Chicago, IL - December 2005

Appraisal Institute - The Professionals Guide to the URAR - Mineola, N.Y. - November 2005

Appraisal Institute - Analyzing Operating Expenses - Chicago, IL - November 2005

Appraisal Institute - National USPAP Equivalent Course - Chicago, IL - November 2005

Long Island Board of Realtors - Real Estate Finance & Tax Issues - October 2005

Long Island Board of Realtors - Investment Property Practice & Management - October 2005

Long Island Board of Realtors - Property Management & Management Skills September 2005

Appraisal Institute - Hazardous Mold & Liability Issues for the Appraiser - Mineola, NY April 2005

Long Island Board of Realtors - Commercial Leases - November 2003

Long Island Board of Realtors - Commercial Finance and Investment Analysis - November 2003

EDUCATIONAL BACKGROUND (CON'T):

Long Island Board of Realtors - Commercial Sales and Exchanges - November 2003

Appraisal Institute - Standards of Professional Practice, Part C, Brookville, N.Y. - November 2003

Appraisal Institute - Business Practices and Ethics - Brookville, N.Y. - May 2003

Appraisal Institute - Standards and Ethics for Professionals - Brookville, N.Y. - July 2003

Appraisal Institute - Condemnation - Basic Principles & Applications - Las Vegas, Nevada
September 2003

Appraisal Institute - Condemnation - Advanced Topics and Applications - Las Vegas, Nevada
October 2003

Appraisal Institute - Evaluating Commercial Construction - Plainview, N.Y. - April 2003

Appraisal Institute - Fair Housing and Fair Lending and Environmental Issues - Brookville, N.Y. October 2001

Appraisal Education Network School - Fraud Practices and the Appraiser - Bohemia, N.Y.
October 2001

Appraisal Education Network School - HUD Certification Workshop Seminar - Bohemia, N.Y.
November 2001

Long Island Board of Realtors - Tax Free Exchanges of Residential Property - August 2001

Long Island Board of Realtors - Ethics in Real Estate - August 2001

Appraisal Institute - Standards of Professional Practice, Part C - Brookville, N.Y. November 2001

Long Island Board of Realtors - ADA and Fair Housing - August 2001

Long Island Board of Realtors - Consensual Dual Agency - August 2001

Long Island Board of Realtors - Pricing Property to Sell - August 2001

Long Island Board of Realtors - Basic Real Estate Finance - February 2000

Long Island Board of Realtors - Business Management of a Real Estate Office - February 2000

Long Island Board of Realtors - Methods of Residential Financing - February 2000

EDUCATIONAL BACKGROUND (CON'T):

Appraisal Institute - Attacking and Defending an Appraisal in Litigation - Brookville, N.Y.
October 1999

Appraisal Institute - Standards of Professional Practice, Part A - Bethpage, N.Y. - September 1999

Appraisal Institute - The Valuation of Local Retail Properties - Bethpage, N.Y. - December 1998

Appraisal Institute - Standards of Professional Practice, Part A - Bethpage, N.Y. - November 1998

Appraisal Education Network - The Appraiser and Expert Testimony - Old Westbury, N.Y.
December 1997

Appraisal Education Network - The Complete Home Inspection Course, Bohemia, N.Y.
November 1995

The American Real Estate School - Real Estate Salesperson Course - Hauppauge, N.Y.
April 1995

Appraisal Institute - Standards of Professional Practice, Part B – New York, N.Y. - September 1994

Appraisal Institute - Standards of Professional Practice, Part A - Westbury, N.Y. - July 1991

Society of Real Estate Appraisers - Applied Income Property Valuation - Springfield, MA - July 1990

Society of Real Estate Appraisers - Principal of Income Property Appraisal. - Brookville, N.Y.
March 1990

Appraisal Institute - Applied Residential Property Valuation - Greenvale, N.Y. March - April 1989

Appraisal Institute - Principles of Income Property Appraising - Greenvale, N.Y. December 1989

Appraisal Institute - An Introduction to Appraising Real Property - Huntington, N.Y. - January 1989

Society of Real Estate Appraisers - Applied Income Property Valuation - Greenvale, N.Y.
December 1989

Society of Real Estate Appraisers - Principles of Income Property Valuation - Greenvale, N.Y. December 1989

Society of Real Estate Appraisers - Professional Practice Seminar - Jamesburg, N.J. – September 1989

Society of Real Estate Appraisers - Applied Residential Property Valuation - Greenvale, N.Y.
May 1989

EDUCATIONAL BACKGROUND (CON'T):

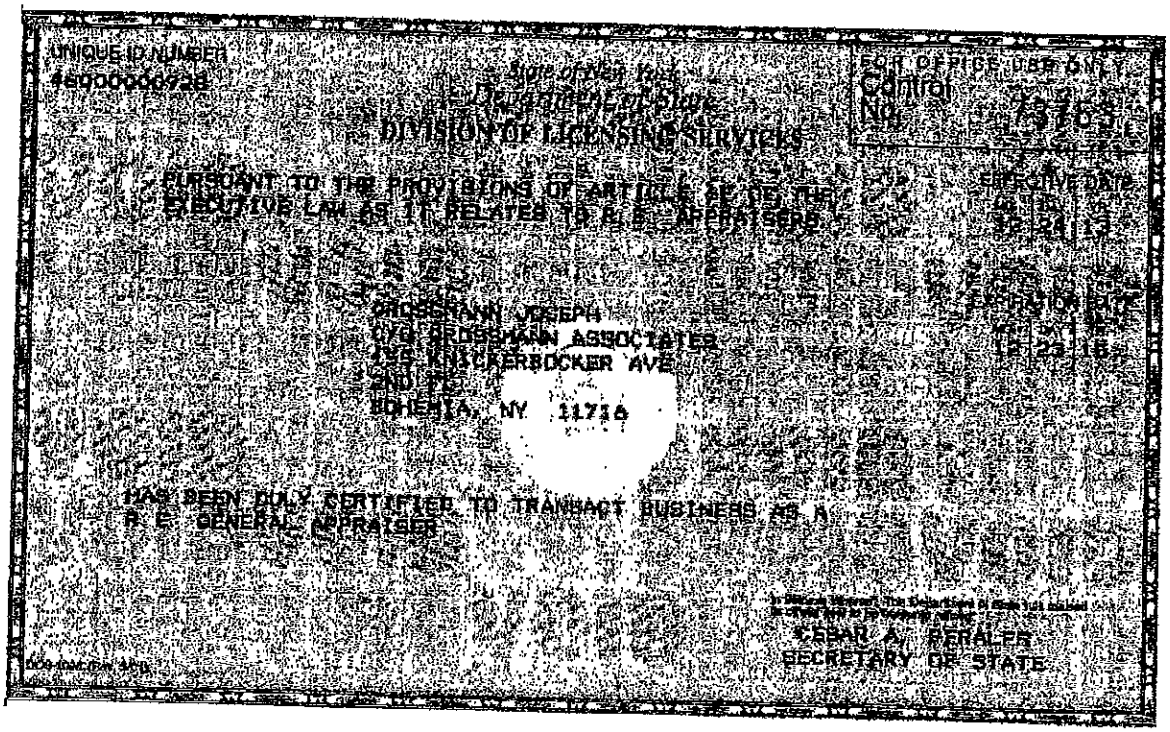
Society of Real Estate Appraisers - Introduction of Appraising Real Property - May 1989

Appraisal Institute - Standards of Professional Practice - September 1989

New York Institute of Technology - Real Estate Appraisal - May 1986

New York Institute of Technology - Real Estate Appraising and Valuation, 1986

State University of New York at Old Westbury - B.S. Degree, Accounting, 1988



UNIQUE ID NUMBER
1600066728

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 13 7 0 3

PURSUANT TO THE PROVISIONS OF ARTICLE 6-E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
12 24 12

EXPIRATION DATE
12 23 16

GROSSMANN JOSEPH
C/O: GROSSMANN ASSOCIATES
725 KNICKERBOCKER AVE
2ND FLR
BOHEMIA, NY 11716

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF PAUL M. SHERROCK

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

Bachelors of Business Administration (B.B.A.) 1982, from Bernard M. Baruch College (CUNY), majoring in Real Estate, completed all (Appraisal Institute R & G series), appraisal courses to date. Paul continues to complete various real estate & related courses and or seminars regarding current trends, relevant valuation, related issues and industry automation.

EXPERIENCE:

Paul has been active in the real estate profession since 1975; this experience started in sales, rentals, and for the past thirty plus years engaged mostly in appraising of residential and various commercial assignments. Paul developed two educational seminars, which required considerable travel nationally (over 40 states) for presentation. Paul was a frequent guest lecturer in the 1990's. Since early 2009 Paul has been involved with brokerage at Preston NY for rental and sales in Manhattan, REO commercial Brokerage at Auction America Realty on Long Island and currently, founding principal of **Grey Stone Associates of NY** as a consultant for both commercial brokerage and appraisal services.

Paul's prior position was with Washington Mutual as a commercial production staff appraiser. The five years spent at Washington Mutual entailed a high volume of assignments which included detailed inspections, analyzing various commercial and multi family/income producing properties within the five boroughs. In addition other areas such as Connecticut, New Jersey and Long Island were assigned giving a well rounded sampling of the tri state area. Duties at Washington Mutual incorporated preparing written reports for real estate appraisal related products and services, which required extensive use of Excel, Word, preparatory software and internal bank databases. In addition to production of the highest quality reports, Paul was able to enhance his organizational skills, the ability to manage work flow to meet departmental objectives and demonstrating strong decision making skills due to the independent analysis and research required. Furthermore, annual evaluations praised his outstanding customer service skills, innovative ideas for problem solving, team participation, excellent oral and written communication skills and the consistency of providing colleagues with support in all matters from appraisal issues to computer applications.

Prior to Washington Mutual experience with R.D. Geronimo Ltd. provided him the opportunity to work as a commercial staff appraiser completing numerous investigations for tax certiorari purposes in Nassau County and other municipalities. Properties included various commercial, industrial and special use assignments; also the mortgage lending portion of this work integrated locations from Long Island to New Jersey, utilizing extensive use of applications such as Excel and Argus.

During the late 1990's Paul retained a position at Michael Haberman Associates, Inc. as a commercial staff appraiser providing detailed reports for tax certiorari, condemnation and

various commercial industrial and special use properties on Long Island, the City of New York and upstate New York. Property types appraised included single and multi-family residential properties; in addition to condominium and cooperative projects, various types of industrial, warehouse, manufacturing properties, shopping centers, office buildings, gas stations, land & mixed-use properties.

In the early 1990's Paul Sherrock was a founding principal with **R&M Appraisal Reports, Inc.** Work assignments were predominantly residential and small commercial properties. During his six year tenure as principal the company grew to a staff of over thirty appraisers and supports staff with over a hundred clients and annual revenues over a million dollars. Throughout this timeframe, Paul engaged in various appraisal and consulting assignments, reviewed, marketed, management and had frequent assignments involving court testimony.

Prior to starting R&M Appraisal Reports, Inc. Paul directed a housing program during College in Manhattan, was a staff appraiser with a local savings bank, worked as an independent contractor for several fees shops and attained a regional manager - review appraiser position for a national firm managing appraisal servicers' regionally for several years until the inception of starting his own firm.

COMPUTER SKILLS:

Client software applications: Word, Excel, Access, Power Point, Argus, Data Comp, regression products, various sketch and deed plotting programs, Adobe products, ACT, Outlook, Delorme, Geolocator, MS Publisher, most residential software packages, various MLS services, as well as proprietary databases, such as CoStar, Marshall on-line, REIS and LoopNet among many others.

UNIQUE ID NUMBER
4600040154

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 76451

PURSUANT TO THE PROVISIONS OF ARTICLE 34-B OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
MO. 04 | DAY 15 | YR. 14

EXPIRATION DATE
MO. 04 | DAY 14 | YR. 16

EHERROCK PAUL M
C/O GREY STONE ASSOCIATES OF N
377-WHITE PLAINS RD 2ND FL
PO BOX 252
MINEOLA, NY 11502

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1098 (Rev. 3/11)

QUALIFICATIONS OF JANINE CAMPEAU EWALD

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

Education:

- BA in Business Administration - Long Island University at Southampton.
- Real Estate I and II - Suffolk Community College
- Courses 101, 201 and 202 - Society of Real Estate Appraisers
- 1A1, 1A2, 1BA, 1BB, 410, 420 & 430 (Standards of Professional Practice) and Report Writing - Appraisal Institute Courses
- Continuing Education- Minimum of 28 Hours every 2 years

Employment:

Janine Campeau Ewald is an independent fee appraiser. She has been engaged in the appraisal of real estate since 1985.

- Fee appraiser for Kenneth Richards & Associates, Rogers and Taylor Appraisers, Inc., Ferguson Appraisers, Ltd.
- Commercial Review Appraiser for The Greater New York Savings Bank
- Independent appraiser and research analyst.
- Per diem commercial review appraiser on the reassessment of Nassau County
- Fee appraiser on condemnation appraisals for the Town of East Hampton
- Instructor NY State Appraisal Licensing Courses-Realty Institute in Flushing
- Staff Appraiser for Washington Mutual Bank

Experience:

- Single Family Homes- Nassau, Suffolk
- Retail, Office, Industrial Properties- Nassau, Suffolk, Brooklyn
- Apartment Buildings- Nassau, Suffolk, Brooklyn, Manhattan, Bronx
- Cooperative and Condominium Complexes(Underlying Mortgages and Conversions)- Suffolk, Brooklyn
- Residential Subdivision- Nassau, Suffolk
- Vacant Land Retail and Residential- Nassau, Suffolk
- Development Rights- Suffolk
- Agricultural Properties- Suffolk
- Special Purpose- Restaurants, Marinas, Schools, Motels, Gas Stations, Nursing Homes, Horse Farms, Special Care Facilities.

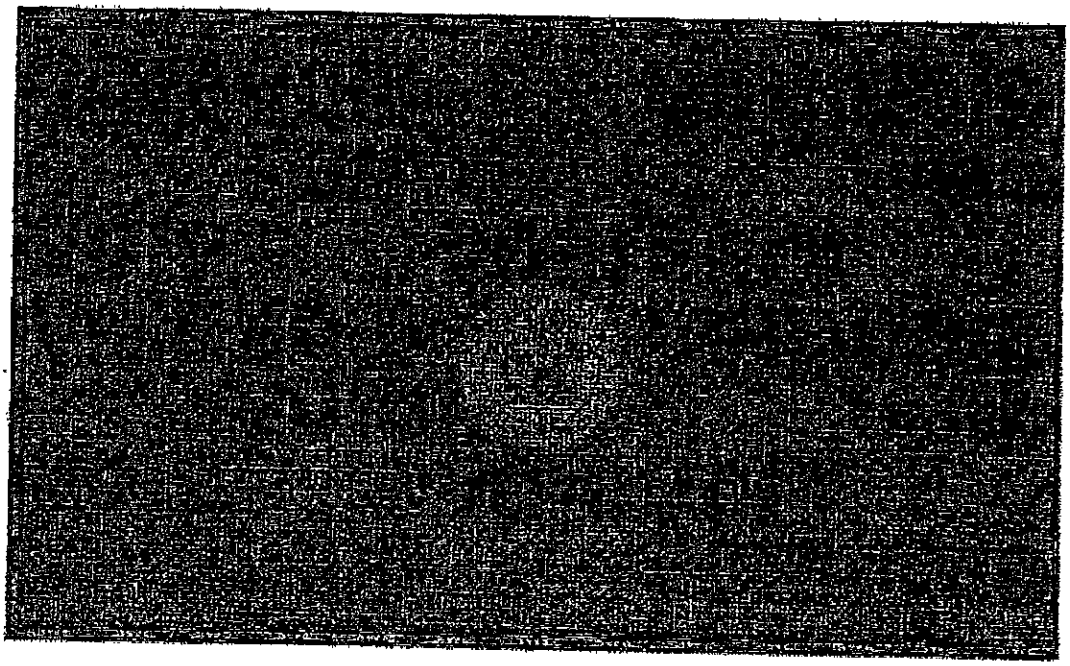
Professional Affiliations:

The Appraisal Institute, Former Associate Member, former candidate for the MAI designation.
The Columbia Society of Appraisers- CSA-G designation

Committee Membership: The Appraisal Institute: 1996 Reception Committee Chairperson, 1997-2001 Long Island Chapter Newsletter Editor, and 2002-2007 Publications Committee, The Columbia Society of Appraisers: 2010-2011 Board of Directors, 2012-2014 Secretary.

State License: New York State Certified General Real Estate Appraiser, License #46000003850.

Approved Appraiser: FHA, VA and NYS Department of Transportation



QUALIFICATIONS OF PHILIP A. LIUBICICH, CSA-G

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

Professional Appraisal Experience: 1984 to Present

I have been actively engaged appraising real estate since 1984, appraising residential, commercial, and industrial properties within the five boroughs of NYC and Long Island, with offices in Manhattan, Brooklyn and Queens. My experience also includes many private dwellings, income producing properties, mixed-use buildings, cooperatives, condominiums and PUD's. During which time I have worked for clients such as Banks, Individuals, Attorneys, Law Firms, and Institutions of various types. My appraisals and reports have been used for a variety of reasons such as the acquisition and disposal of real estate and realty interests, mortgage lending, leasing, insuring, partitioning, tax purposes, and for asset review. Any project appraised from building plans has included the full range of market values including gross sellout value, discounted net sellout value, and stabilized value as a rental and a cost approach of the proposed developments. I also have experience in the valuation of apartment buildings, warehouses, factories and specialized buildings such as religious buildings and car dealerships. As an active member of the Columbia Society of Real Estate Appraisers I have complied with all continuing education requirements of the Appraisal Foundation.

I have worked with offices in Manhattan, Brooklyn and Queens as following:
MAP Appraisal Services, Inc., 68-26 Loubet St., Forest Hills, NY 11375
Metropolitan Marketing & Management Corp., 19 West Street, New York, NY
RT Hunt & Assoc., 3009 Quentin Rd, Brooklyn, NY
RCI Appraisal Corp., 135-26 Roosevelt Avenue, Flushing, NY
Paragon Appraisal Services, 246-19 Thornhill Avenue, Douglaston, NY
Park Properties, Inc., 234 Bch 123rd Street, Rockaway Pk, NY 11694

Professional Licenses / Memberships:
New York State Certified Real Estate General Appraiser #46000004694
Senior General Member of Columbia Society of Real Estate Appraisers
FHA Approved Appraiser

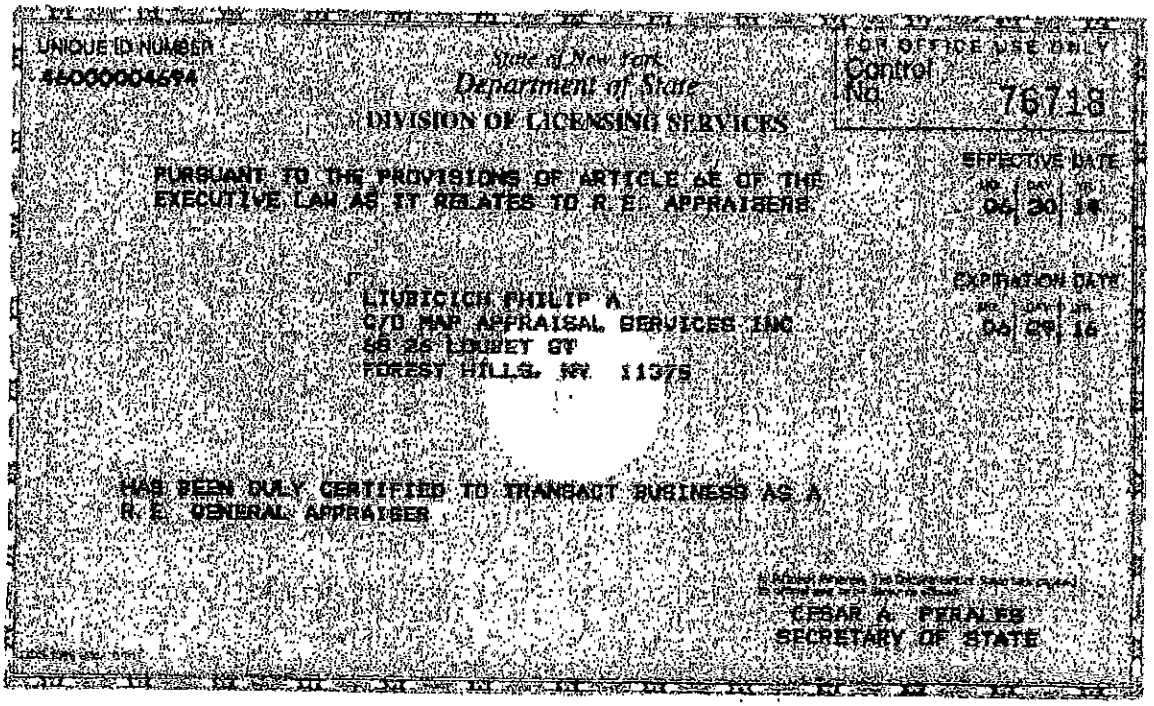
Most Recent Continuing Education Courses:

Condemnation Appraisals
Construction Inspection and the Appraiser
Fraud Practices
Valuation of Modular & Manufactured Housing
Environmental Risk Assessment
Valuation of Cooperative Apartments
NYS Building Codes & Detrimental Property Conditions
Phase 1 Environmental Inspection
Trends & Projections Affecting Real Estate Values
Lease Analysis
Zoning for Real Estate Professionals
Market Analysis for RE Investment & Development
Hotel Valuation
Eminent Domain Issues for Appraisers
New York Fair Housing
Appraising Today / Caution & Defense
Rent Regulation in NYS
Navigating the 1004MC Addendum
RE Appraisals for Divorce Actions
Distressed Properties and Failed Construction Projects
Mortgage Fraud Schemes
Commercial RE Finance – Trends & Outlook
Risk & Liability for Appraisers
The Appraisal review Process
Site Analysis & Valuation

2014 – 15 National USPAP Update

Partial List of Banks Appraisals have been submitted to

Asia Bank, NA
Amerasia Bank
Bank of East Asia
Cathay Bank
Chinese American Bank
Chung Hwa Commercial Bank
Citibank
Community Federal Savings Bank
East West Bank
First American International Bank
First Commercial Bank
JP Morgan Chase
HSBC
Maspeth Savings
Mega International Commercial Bank
SI Bank & Trust
United Commercial Bank
United International Bank
United Orient Bank
Wells Fargo



UNIQUE ID NUMBER
460000044594

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 76718

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE
04 30 14

LIUBICICH PHILIP A
C/O MAP APPRAISAL SERVICES INC
98-25 LOUBET ST
FOREST HILLS, NY 11375

EXPIRATION DATE
04 29 16

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF ANTHONY B. TITONE

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

MEMBERSHIPS
Member Appraisal Institute (MAI)
Senior Real Property Appraiser (SRPA)
Senior Residential Appraiser (SRA)
CSA-G (Columbia Society)

CERTIFICATION
State Certified General Real Estate Appraiser
#46000002894

GENERAL EDUCATION
University of Virginia; BA
Adelphi University; MBA

PROFESSIONAL APPRAISAL EDUCATION
Appraisal Institute:
Uniform Standards Of Professional Appraisal Practice (USPAP)
Business Practices & Ethics
Appraisal Curriculum Overview
Course 1A1 – Appraisal Principles
Course 1A2 – Appraisal Procedures
Course 1BA – Basic Income Capitalization
Course 1BB – Advanced Income Capitalization
Course II – Urban Properties
Using Spreadsheet Programs In R.E. Appraisals
The State Of The Long Island R.E. Market
The Sub-Prime Mortgage Crisis

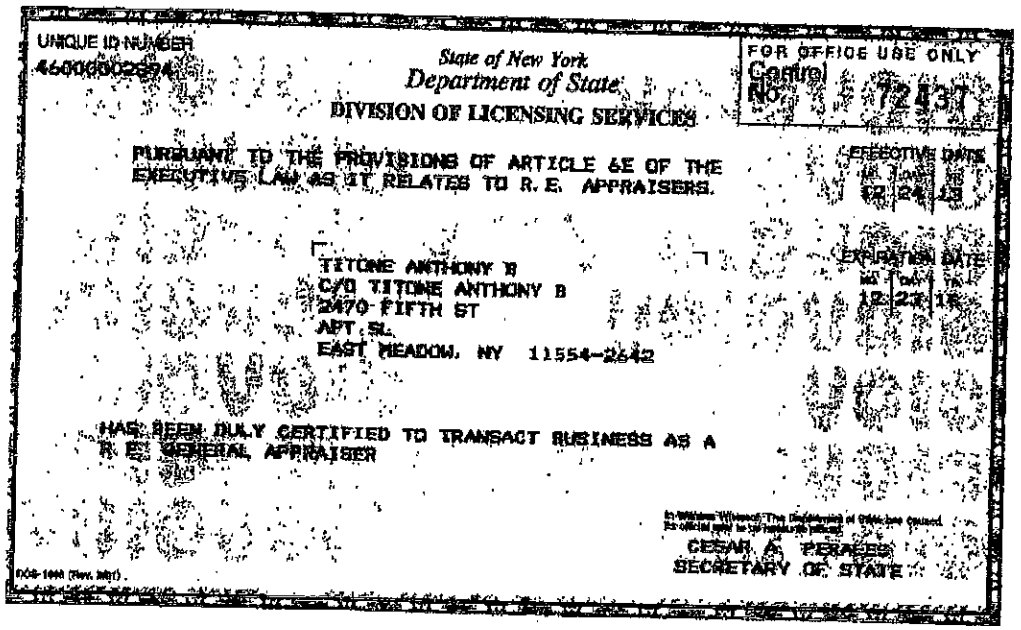
New York University:
Office Building Construction
Procedures & Studies in Cooperative Conversion
Rent Control & Stabilization in N.Y. City
Mortgage Underwriting Procedures

PROFESSIONAL EXPERIENCE

I have been active in the appraisal field since 1972. My career has included being the Sr. Vice President and Chief Appraiser of a $15 billion dollar bank and principal of my own firm since 1992.

Assignments have included apartment buildings, retail stores, industrial buildings, shopping centers, office buildings, vacant land, parking lots, service stations, residential condominiums and cooperatives, single family dwellings, leased fee interests, leasehold interests, and a variety of specialty properties for purposes of finance, purchase, sale, lease, feasibility studies, and investment analysis.

Primary professional territory currently includes the counties of Manhattan, Brooklyn, Queens, Bronx, Nassau and Suffolk. Appraisals in more than 20 states have been



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State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 72437

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
12 24 13

EXPIRATION DATE
12 23 15

TITONE ANTHONY B
C/O TITONE ANTHONY B
2470 FIFTH ST
APT 5L
EAST MEADOW, NY 11554-2642

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

In Witness Whereof, This Document is the true copy of the official seal of the Department affixed.
CESAR A. PERALES
SECRETARY OF STATE

DOS-1948 (Rev. 08/11)

QUALIFICATIONS OF ANTHONY J. LEGOTTI, CSA-G

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

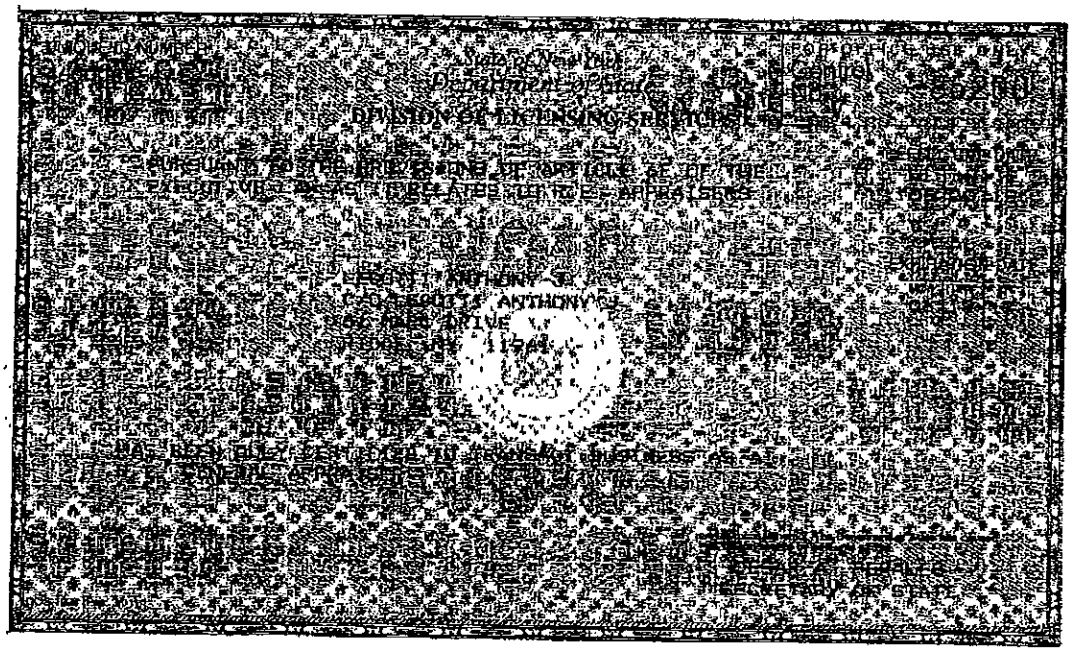
Anthony is a Certified General Real Estate Appraiser in both the State of New York #4600045471 and State of Pennsylvania #GA003643. He is FHA certified and has been appraising real estate primarily in the New York City and Long Island area since January of 2001. He has experience appraising a wide range of property types including but not limited to office, industrial, retail, multifamily, vacant land, special use, and residential. These properties have been appraised for property owners, private investors, lending institutions, developers, governmental agencies and legal counsel. Anthony is recognized as an appraisal instructor in the State of New York where he has taught several of the appraisal qualification courses. Anthony also serves as a Regional Advisor to the New York Department of State Division of Licensing Services where he reviews appraisal reports that involve potential appraiser misconduct. In addition to his extensive appraisal background Anthony is also a Licensed Real Estate Salesperson in the State of New York #40LE1172345 who specializes in the sales and leasing of investment properties.

Anthony received his formal education from the Community College of the Air Force and Suffolk County Community College where he earned an Associates Degree in Criminal Justice. He has taken more specialized real estate courses from the Appraisal Institute and CCIM Institute as well as an ARGUS course given by Joshua Kahr who teaches for the Urban Land Institute. He has completed the following courses required for designation:

Appraisal Institute:
510 - Advanced Income Capitalization
520 - General Market Analysis and Highest & Best Use
530 - Advanced Sales Comparison & Cost Approaches
540 - Report Writing and Valuation Analysis
550 - Advanced Applications

CCIM Institute:
CI Intro - Introduction to Commercial Investment Real Estate
CI 101 - Financial Analyses for Commercial Investment Real Estate

Anthony takes an active role in the real estate industry as a member of several professional organizations including the Appraisal Institute, CCIM Institute, National Association of Realtors and the Columbia Society of Real Estate Appraisers. Anthony has received his CSA-G designation by the Columbia Society of Real Estate Appraisers where he previously served as a member of the Board of Governors in 2008.



QUALIFICATIONS OF LAWRENCE M. INDIMINE

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

STATE CERTIFICATION

Lawrence M. Indimine has been certified as a General Real Estate Appraiser by the State of New York, Certificate #46-000021925.

PROFESSIONAL AFFILIATIONS:

Associate Member of the Appraisal Institute.

EDUCATION

- Master of Business Administration (M.B.A.) degree in Banking and Finance with a concentration in Real Estate from Hofstra University.
- Bachelor of Arts (B.A.) degree in Economics from S.U.N.Y. @ Stony Brook.
- Successfully completed R-1, R-2, G-1, G-2, G-3 and the Ethics and Standards of Professional Appraisal Practice courses.
- Successfully completed numerous Appraisal Institute courses including Advanced Income Capitalization (Course 510), Highest and Best Use and Market Analysis (Course 520), Advanced Sales Comparison and Cost Approaches (Course 530), Report Writing and Valuation Analysis (Course 540) and Advanced Applications (Course 550).
- Attended numerous seminars and lectures on real estate appraising.
- Attended a class required to complete appraisals for federal transactions (Yellow Book).
- Successfully completed the Valuation of Conservation Easement Certificate Program.
- Successfully passed the Appraisal Institute's General Comprehensive Examination.

EXPERIENCE:

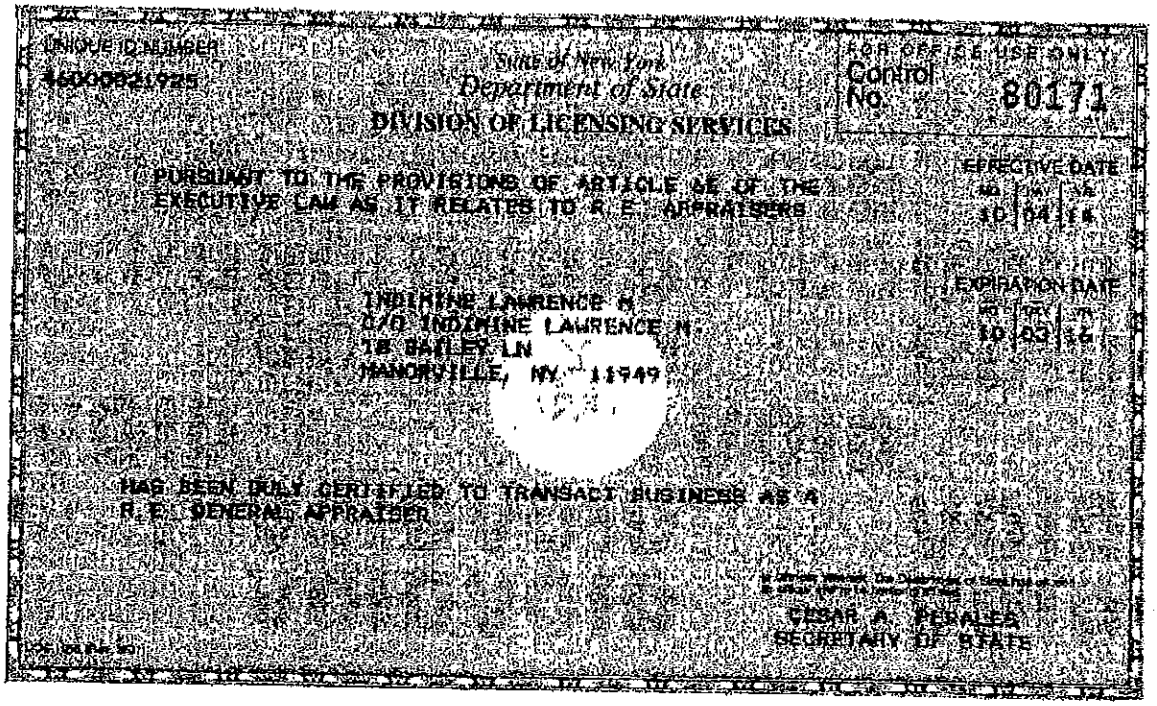
Lawrence M. Indimine has been actively involved in the appraisal of real property since 1991. He has prepared appraisal reports for such agencies as the Federal Government, State of New York (various agencies including Department of Transportation and Department of Environmental Conservation), County of Suffolk (various agencies including Department of Planning Division of Real Estate), County of Nassau (County Attorney and Assessment Review Commission), Peconic Land Trust, The Nature Conservancy, Town of Smithtown, Town of Southampton, Town of East Hampton, Town of Riverhead, Town of Shelter Island, Town of Southold, Town of Islip, as well as other municipalities, various attorneys, individuals and lending institutions. He has been tested

and qualified as a fee appraiser by the State of New York. He has appraised commercial, industrial and residential properties in Suffolk and Nassau Counties and the City of New York. Mr. Indimine is a HUD-FHA approved appraiser. Extensive experience in appraising single-family and multi-family dwellings. Has testified as an expert in real estate in various courts and municipalities. Mr. Indimine has extensive experience preparing tax certiorari appraisals and is on the approved appraiser list of the New York State Department of Transportation, County of Suffolk, County of Nassau and numerous other municipal agencies.

Mr. Indimine has completed in excess of 1,000 appraisals for condemnation in Suffolk County, Nassau County and the City of New York. He has testified as an expert in various courts for the State of New York (including the Court of Claims), the County of Suffolk and the County of Nassau.

RECENT ASSIGNMENTS:

Completed a Mass Appraisal for the Town of Southampton for the Critical Wildlands Sending Area, completed a study in order to determine a temporary equalization rate for the Riverhead School District in the Town of Southampton, prepared a Development Credit Valuation for the Town of Southampton and tax certiorari appraisals in various locales in Suffolk County and Nassau County. He has completed numerous condemnation projects for the State of New York and County of Suffolk. He has prepared numerous valuation/consulting studies including the impact of transmission lines on property values.



UNIQUE ID NUMBER
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State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 80171

EFFECTIVE DATE
MO 10 DY 04 YR 14

EXPIRATION DATE
MO 10 DY 03 YR 16

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS

INDIHINE LAURENCE N
C/O INDIHINE LAURENCE N
78 BAILEY LN
MANORVILLE, NY 11949

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF JOHN S. GOESS

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501 516-739-8080

- ***New York State Supreme Court & Federal Bankruptcy Court - Qualified Expert Witness Real Estate Related Matters – Testified at trial on numerous occasions involving real estate related matters***
- ***Nassau County, New York – Department of Real Estate, Planning & Development, Department of Assessment and Office of the County Attorney – Approved Appraiser***
- ***Cities of Long Beach and Glen Cove, New York – Approved Appraiser***
- ***Villages of Garden City, Hempstead, Floral Park, Valley Stream & Lynbrook – Approved Appraiser***
- ***New York State Department of Transportation – Accredited Right of Way Appraiser***
- ***New York State Department of Environmental Conservation – Approved Appraiser***
- ***State University of New York at Stony Brook – Approved Appraiser***
- ***Suffolk County, New York, Department of Environment and Energy, Division of Real Property Acquisition & Management – Approved Appraiser***
- ***Suffolk County Water Authority – Approved Appraiser***
- ***Townships of Brookhaven, East Hampton, Islip, Southampton, Southold and Riverhead, New York – Approved Appraiser***
- ***Nature Conservancy – Approved Appraiser***
- ***The Trust for Public Land – Approved Appraiser***
- ***Fordham University School of Law Continuing Legal Education, New York – Approved Instructor***
- ***Approved Appraiser; Army Corp of Engineers;***
- ***Expert Zoning Consultant – Expert reports prepared and/or testimony given in hearings before the Townships of Babylon, Huntington, Riverhead, Smithtown & Oyster Bay, New York; Villages of the Branch, Freeport, Lindenhurst, Lynbrook, New Hyde Park, Port Jefferson, Valley Stream & Westhampton Beach, New York; City of Long Beach, New York***
- ***Associate Member of the Appraisal Institute***
- ***26+ years of experience appraising properties in the Long Island/Metro NY area***

Education

New York State Certified General Appraiser: License #46-8631 – New York State has a mandatory program of continuing education for all licensed and certified appraisers. I have met these continuing education requirements.

Prior to the foregoing, my studies included

- Gettysburg College, Gettysburg, Pennsylvania: B.A. in Business Management
- Commissioned Officer (Lieutenant) United States Army 1987 – Active Duty Ordnance Officer 16th Ordnance Battalion, Aberdeen Proving Grounds, Aberdeen, Maryland; Army Reserves 1988-1991
- Numerous basic and advanced appraisal courses taken through the former Society of Real Estate Appraisers and currently through the Appraisal Institute
- Ongoing continuing education courses, seminars and Appraisal Institute Courses

Experience

1988-1990:	Joseph J. Donovan Associates, Inc. Commercial Property Appraisers
1990-2006:	Vice President and Principal, Carl L. Todd Associates, Inc. Real Property Appraisers & Consultants
2005-Present:	Consultant to Lynch Appraisal, LTD. – Zoning & Valuation Matters
2006-Present:	President and Principal, John S. Goess Realty Appraisal, Inc.
2007-Present:	Consultant to Breslin Appraisal Company – Zoning Matters

Professional Affiliations

Associate Member Appraisal Institute #248819

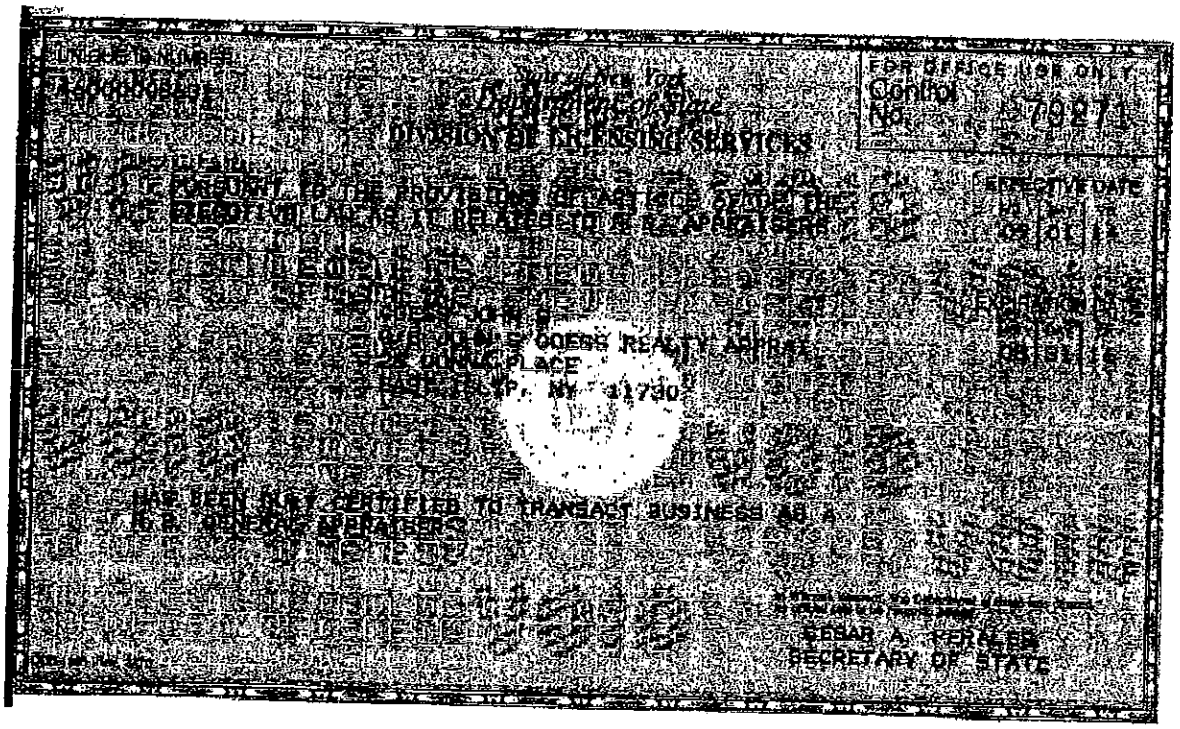
I have completed and am current with the Standards and Ethics Education Requirements of the Appraisal Institute for Associate Members.

Past Member of the New York State Condemnation Conference

Boy Scouts of America – Assistant Scout Master

Real Estate Appraisal/Consultation Services Provided For

Acquisition/Disposition	Estate Planning	Mortgage Purposes	Rental Negotiation
Condemnation	Tax Certiorari	Insurance Purposes	Market Surveys
Feasibility Studies	Zoning Matters	Casualty Loss Purposes	



State of New York
Department of State
DIVISION OF CORPORATION SERVICES

FOR OFFICE USE ONLY
Control No. 79271

EFFECTIVE DATE
09/01/15

EXPIRATION DATE
08/31/16

IS AUTHORIZED TO TRANSACT BUSINESS AS A

CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF PETER J. LEO

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

PROFILE: Highly skilled, NYS Certified General real-estate appraiser with fourteen years combined experience working in real-estate sales, development and appraisal industries.

SERVICES: Residential, commercial & land appraisals, partial takings, assessments, special situations, income properties, market studies, cost estimates and analyses, feasibility studies, rental surveys, statistical and data-base analyses, financial studies, business appraisal and abatement analysis.

1999-Present Real Estate Appraiser , Leo & Scoblete, Realty Advisors LLC, East Norwich NY.
Responsible for comprehensive daily operations of appraisal company.

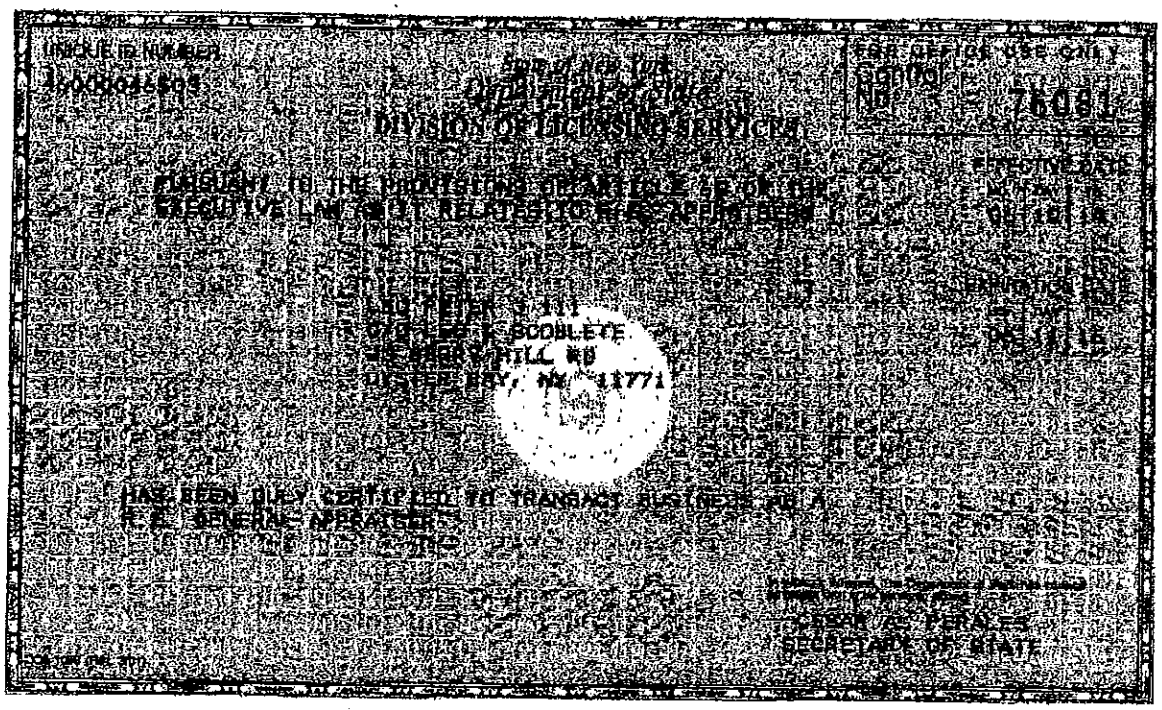
- Inspection and appraisals of all types of commercial property including office buildings, retail complexes, industrial properties, apartment complexes and developable land.
- Inspection and appraisals of one to four family properties in the metropolitan New York Area with strong emphasis in the five boroughs.
- Interface with lenders and borrowers to provide all services needed for thorough and complete valuations.
- On-site inspections and review appraisals.

1989-Present Real Estate Development, Leo Contracting Associates, Brooklyn, NY.
Responsible for renovations of residential and commercial properties in the New York metropolitan area.

- Management and planning of construction projects.
- Assessment and estimation of construction plans.
- Equity enhancement analysis, including ROI and property value growth potential.

EDUCATION:
New York University Real Estate Institute
New York, NY Certificate *in Real Estate Finance*
Kingsboro Community College
Brooklyn, NY *Property and Casualty Insurance Certification*
Marylhurst University B.S (Real Estate)
Marylhurst, OR
Appraisal Education Network
Bohemia, NY *Certified General Appraisers Certification*

LICENSES HELD: New York State Certified General Real Estate Appraiser, New York State Real Estate Broker, New York State Insurance Broker, Certified Environmental Inspector/Consultant.


DIVISION OF LICENSING SERVICES

QUALIFICATIONS OF KEVIN W. MATHESON SRA, CSA-R

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EXPERIENCE

As of the date of this appraisal report, Kevin W. Matheson has completed the requirements of the continuing education program of the Appraisal Institute and the Columbia Society of Real Estate Appraisers.

Mr. Matheson began appraising in 1985. He has specialized in the down state New York area. He is very active serving the appraisal profession. Kevin is a State Certified Residential Real Estate Appraiser, receiving his SRA and IFA designations in 1993 and his CSA designation in 2001.

Mr. Matheson has held several positions with the Long Island Chapter of the Appraisal Institute over past years, which would include the Chairman of the Residential Education Committee, Board Member, Chairman of the Associate Guidance Committee and was the LDAC Representative in Washington DC for the years 2002 and 2003. He is a past President of the Long Island Chapter.

In addition to those positions, Mr. Matheson has also been very involved with the National Association of Independent Fee Appraisers; positions include Past President of the Long Island Chapter, Past New York State Director and a member of the Board of Directors for the NAIFA Long Island Chapter.

Mr. Matheson has worked with the Federal Reserve Bank of New York and the Long Island Home Purchase Process Initiative Committee. He is advisor for the New York Department of State License Bureau, doing review work when claims of fraud are brought against an appraiser. He has testified before State hearings on such cases.

COURSES

Standards of Professional Practice SSP – given by The Appraisal Institute
American Disabilities Act – given by The NAIFA
Appraisal Course 8/1 – given by AIREA
Residential Appraising for Fannie Mae – given by Fannie Mae
Narrative Writing – given by AIREA
Appraising the Residential Home – given by Henry Harrison
Appraisal Course 8/2 given by AIREA
Residential Real Estate Report Writing R3 – given by The NAIFA
Understanding Limited Appraisals – given by The Appraisal Institute
Basic Construction Terminology – given by The NAIFA
Home Inspections – Common Defects in Homes – given by The NAIFA
Basic Residential HUD Appraisal Requirements – given by The NAIFA
Is the Comparable a Comparable – given by the NAIFA

Instructors Conference – given by The NAIFA
Appraisal Litigation – given by The NAIFA
Mock Trial – given by The NAIFA
FNMA Update – Fannie Mae
Fair Lending Requirements – given by The NAIFA
Litigation Skills for the Appraiser – given by The Appraisal Institute
Income Valuation of Small, Mixed Use Properties – given by The Appraisal Institute
Residential Property Construction & Inspection – given by The Appraisal Institute
Income Property Utilizing the 71B Form – given by The NAIFA
Desktop Underwriting and The Homestyle Program – given by Fannie Mae
American National Standard for Measuring - given by The NAIFA
The Future of Residential Appraising – given by The Appraisal Institute
Regression Analysis - given by The Appraisal Institute
The Internet and The Real Estate Appraiser – given by The NAIFA
ANSI Standards of measurement – given by The NAIFA
AQI Fair Housing & Environmental Concerns of Appraisers – given by The Appraisal Institute
FHA/HUD 4.7 Residential HUD Appraisal Requirements – given by The NAIFA
Eminent Domain and Condemnation Appraising – given by The Appraisal Institute
The Federal Trade Commission's Final Privacy Regulations – given by The Columbia Society of Real Estate Appraisers
Real Estate Market Trends in The Long Island and Metropolitan New York Markets – given by The Appraisal Institute
The Appraiser as an Expert Witness: Preparation and Testimony – given by The Appraisal Institute
Observing Detrimental Property Conditions – given by The Appraisal Institute
Environmental Site Assessments – given by The Appraisal Institute
Real Estate Fraud: The Appraisers Responsibilities and Liabilities – given by The Appraisal Institute
Appraising Environmentally Contaminated Properties: Understanding and Evaluating Stigma - The Appraisal Institute
Characteristics and Development of Cool Downtowns – given by The Appraisal Institute
Economic Update for the Region – given by The Appraisal Institute
Review Theory – Residential – given by The Appraisal Institute

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AIREA is the American Institute of Real Estate Appraisers, now known as The Appraisal Institute.
NAIFA is the National Association of Independent Fee Appraisers.

QUALIFICATIONS OF MARK RUSSO – CERTIFIED RESIDENTIAL APPRAISER

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

SUMMARY OF FUNCTIONAL EXPERIENCE:

--Over 30 years of experience in appraising/appraisal review of all types of residential SFR/SRIP properties throughout NY, CT, MA, RI; REO Management, Appraisal Management, Forensic Appraisal, Real Estate Brokerage, Recruiting/Training, Relocation and Management.

--Extensive experience in appraising high-end/complex SFR properties in NY, MA, RI

--Staff instructor - Real Estate Career Educators, Hauppauge, NY 1991-1993/American Real Estate School, Hauppauge 1991-2003 teaching Real Estate Sales and Broker's licensing courses; as well as Appraisal Licensing courses R-1, R-2, Ethics & Standards, R-3 since 1993.

--Experienced in Real Estate Management, Training and Relocation; through associations with Century 21 and Prudential Real Estate companies from 1985- 1991.

WORK EXPERIENCE:

Residential Real Estate Appraiser, NY, MA & RI Kelsey Appraisal Services, North Attleboro, MA/USLA, Broomfield, CO, Macleod Appraisals, Warwick, RI/STARS, Rels Valuation, DataQuick, January, 2011-Present Appraising 1-4 Family properties throughout NY, MA & RI.Clients serviced includes JP Morgan, UBS Bank, BOA, Santander, Wells Fargo.

Real Estate Associate Broker, ReMax Professional Group/Realty Connect USA, Huntington, NY, Managing & marketing REO properties for Wachovia/Wells Fargo in NY, CT, RI, MA, October, 2009 - December 2011.

REO Sales Manager, Managing & marketing REO properties in GA, TN, NC, SC, Wachovia, Marietta, GA, May, 2008 - May, 2009 and in NY, CT, RI, MA, NH, Newport,RI, May 2009 - September 2009.

Region Appraisal Leader, Region Appraisal Leader for FNMA Saleable Department of Wachovia in the Southeast States, Wachovia, Marietta, GA, April, 2007- May 2008.

Regional Reviewer, World Savings, a Wachovia Company, Melville, NY, January 2005- April, 2007.

District Appraisal Manager, World Savings, Melville, NY, January, 2004- December, 2004.

Staff Appraiser, World Savings, Lake Success, NY, November, 2003- December, 2004. 1st Appraiser hired for Long Island office. Platinum Club/President's Club winner 2004.

Fee Appraiser, Mitchell, Maxwell, & Jackson, New York, NY, April, 2001-September, 2003. Responsible for Appraisal of high end and prestige properties on Long Island.

Chief Appraiser, Appraisal Xpress, Inc, Northport, NY, April, 1999-November, 2003.

Appraisal Vice President, M.R. Realty Services, Inc. DBA America's Cutting Edge Real Estate Services, Northport, NY, April, 1998 – March, 1999.

President, M.R. Realty Services, Inc, Northport, NY, May, 1992 – April, 1998.

Real Estate/Appraisal Instructor, American Real Estate School, Hauppauge, NY, October, 1991 – November, 2003.

Real Estate Appraiser, Tri-State Appraisal Group, Babylon, NY/Paul Dyckes Appraisal, Inc./Various private clients, September, 1991 – June, 1992.

Real Estate Management, Recruiter/Trainer, Relocation, Prudential Long Island Realty, East Islip, NY/Century 21 Cow Harbor Realty, Huntington, NY, May, 1986 – September, 1991.

Expert Testimony:

- ***Suffolk County Supreme Court*** Tax assessment appeals cases for Huntington, Smithtown, Babylon, and Islip Townships.

- ***Town of Huntington*** Zoning Board of appeals.

Education and Professional Training:

N.A.I.F.A., New Hyde Park, NY, May, 1994- Limited Scope Appraisals and USPAP Standards Update. ***N.Y.S.A.N.,*** Hauppauge, NY, May, 1992- R3 Appraisal Course.

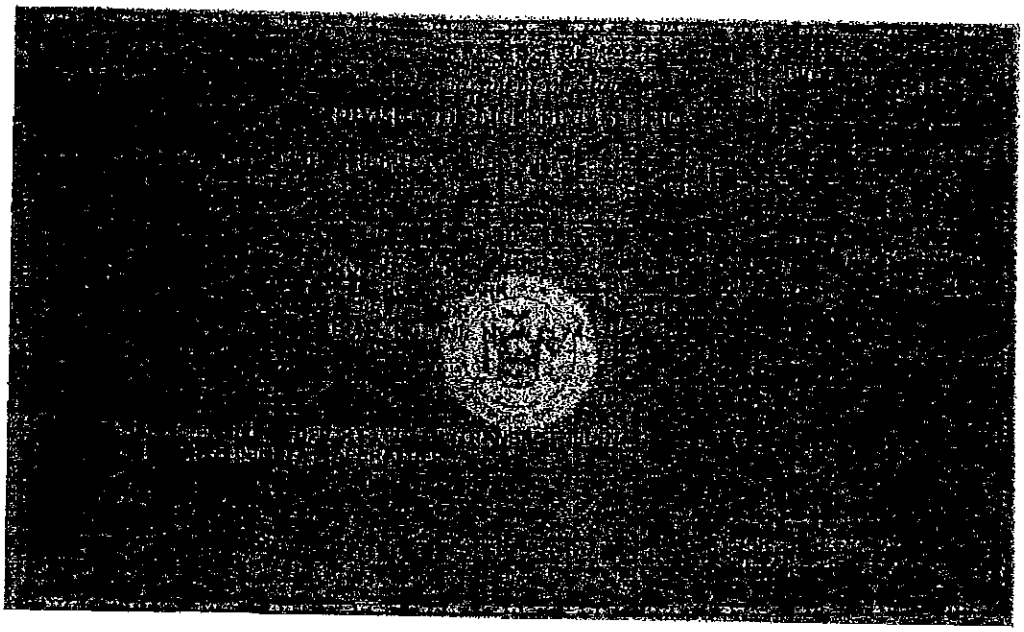
American Real Estate School, Hauppauge, NY, December, 1991 – January, 1992- R-1, R-2, Ethics & Standards of Professional Appraisal Practice, February, 1986, NYS Real Estate Brokers Qualifying Course, NY, January, 1985, NYS Real Estate Salespersons Qualifying Course.

COMMUNITY INVOLVEMENT:

Northport Chamber of Commerce, Northport, NY, served as President June, 1989- September, 1990; and January, 1996 – December, 1997.

Friends of OHEKA, Cold Spring Hills, NY, served on board of directors from the formation of the group in August, 1996 - 2002.

NY ID #45000005935/RI ID #A01454R/MA ID #103467
FHA Approved/NY Certified Real Estate & Appraisal Instructor



QUALIFICATIONS OF GREG D. HIGGINS

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

EDUCATION:

BA Marketing, New York Institute of Technology, 1979
R1, R2, The American Real Estate School, 1995
R3, R4, Columbia Society of Real Estate Appraisers, 1996
Continuing Education includes but not limited to;
USPAP updated guidelines, FHA Appraising, Understanding Automated Valuation Models, Ethics and Standards of Professional Practice, Real Estate Damages; Assessment and Testimony, Appraising Historical and unique properties, Understanding Titles and Deeds, Understanding Real Estate Assessments, Understanding the Universal Appraisal Dataset.

EXPERIENCE:

I have been actively engaged in the appraisal of residential properties since 1994. My experience includes being involved in the early stages of the Nassau County, NY Reassessment Project and representing Nassau County in the Small Claim Assessment Review hearings in 1998-2001. In 1998 I founded Higgins Appraisal Service, a residential appraisal company, servicing lenders nationwide. I hired and mentored trainees through the NYS Certification process. As the owner I performed thousands of pre-funding appraisal reviews for nationwide lenders. In 2008 I was appointed by the New York State Supreme Court as a Hearing Officer for Small Claims Assessment Review for Nassau and Suffolk Counties. My most recent positions have been as a Residential Review Appraiser for Bank of America / Landsafe Appraisal Services and as a Senior Residential Review Appraiser for Valligent, a collateral risk assessment company servicing clients nationwide. Responsibilities include research and analysis on Fannie Mae collateral utilizing expertise, internal/external property valuation tools to ensure consistency with USPAP, Lender policies and any other generally accepted appraisal standards. Responsibilities also include forensic reviews and appraisals to determine if value and methodology were appropriate given the research tools available at time of appraisal. My success in this field is based on my ability to identify and effectively communicate our concerns regarding deficiencies in appraisals and evaluations as well as recognize changes in market trends and other indicators of value. My past two positions have been telecommuting positions where I was compensated according to my production.

QUALIFICATIONS OF THOMAS E. FAY

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

Summary of qualifications

1997-Present Home Valuation Services Inc. Great River, NY
President

- President of Home Valuation Services, Inc a residential appraisal company servicing Nassau and Suffolk Counties.
- Nine years of revaluation experience for multiple counties and municipalities in New York and New Jersey
- Experienced in presiding over property owner hearings.

Education

Montclair State College, Upper Montclair, New Jersey
Business Administration

- Concentration in management

Professional experience

1992-1997 The Home Appraisal Company Mineola , NY
Residential Administrator

- Responsible for appraising and reviewing residential properties primarily in Nassau, Suffolk and Queens Counties. Prepared appraisal reports for Independence Savings Bank, Jamaica Savings Bank, Astoria Federal Savings Bank, Meridian Capital Funding, Business Loan Center, New York State Mental Health, Facilities Development Corporation/Office of Mental Retardation and Developmental Disabilities, Village of Old Westbury, Village of Great Neck Estates for purpose of tax review, estates, sales, purchases, matrimonial income appraisals, condominium and cooperative appraisal reports.

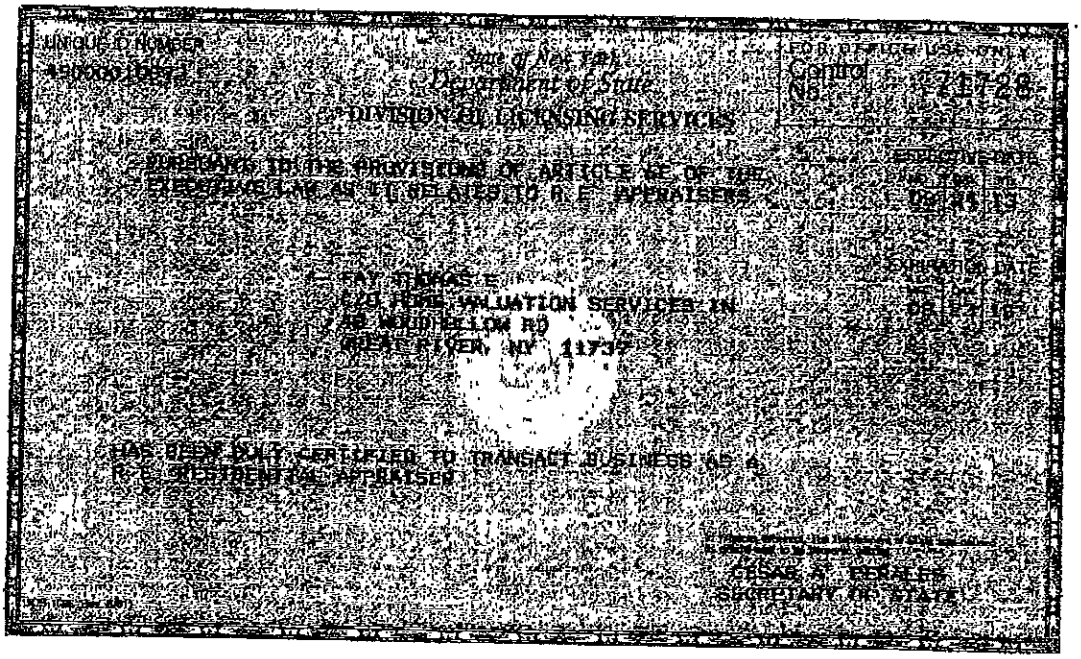
1990-1992 Property Systems Company Southampton, NY
Residential Field Supervisor

- Responsible for supervising data collectors, previewing residential properties, final reconciliation of residential values and presiding over property owner hearings.

1988-1990 Market Value Appraisal Services Inc. Fairlawn, NJ
Revaluation Appraiser

Experienced in revaluation work in new Jersey- Bergen, Passaic and Union Counties. Responsibilities included data collection, measuring and sketching residential and commercial properties, pricing residential and commercial properties using the Marshall Valuation Service and Real Property Appraisal manual for New Jersey assessors, presided over hearings, attended County Board of Taxation hearings and prepared narrative appraisals for income producing properties.

Professional memberships	Columbia Society of Real Estate Appraisers
Accreditations	Columbia Society of Real Estate Appraisers- CSA-R New York State department of state Licensing Services- certified to transact Business of Real Estate Residential Appraiser – ID # 45000010092- I am certified.
References	Available Upon Request



State of New York
Department of State
DIVISION OF LICENSING SERVICES

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW, AS IT RELATES TO R.E. APPRAISERS

I HEREBY CERTIFY THAT
TO HAVE VALUATION SERVICES IN
28 WOODFELLOW RD
SMITHTOWN, NY 11787

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. RESIDENTIAL APPRAISER

CESAR A. PERALES
SECRETARY OF STATE

QUALIFICATIONS OF PETER MCGUIRK

Michael Haberman Associates, Inc.
125 Front Street
Mineola, New York 11501

516-739-8080

SELECT WORK EXPERIENCE

1986 to Present
Appraising in NYS
Residential, Multi-Family Properties, Commercial Properties
Draw Inspections, Property Preservation, Field Inspecting,
Residential Appraisals, and Exterior Inspecting

I am proud to be a New York State Licensed Home Inspector
And a New York State Certified Residential Appraiser
And a Construction Inspector in New York State

EDUCATION:

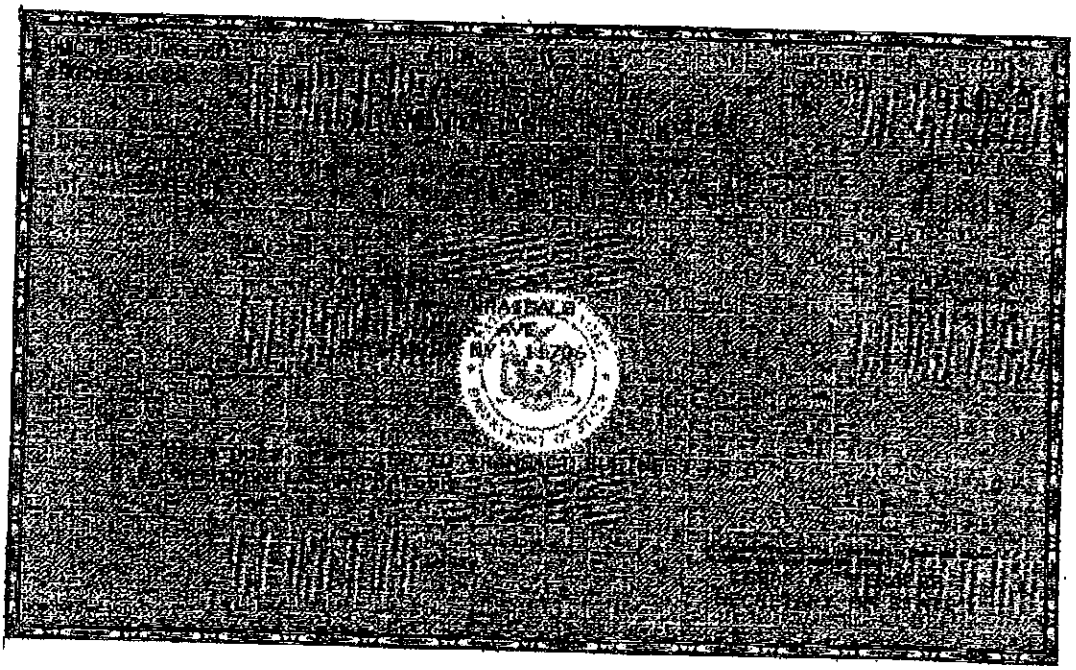
125 Hours of Appraisal Licensing and Certification Courses towards licensing
140 Hours of Home Inspection Licensing Courses in NYS
Mold Certification Courses
Exterior Inspection Training and Field Inspection Training
HUD- FHA Inspection Training
On The HUD Roster Panel- HUD.GOV

RELATED WORK EXPERIENCE

Very Detail Orientated and Knowledge of many computer
Program types and computer savvy.

REFERENCES

Professional and Personal Experience is
Available Upon Request



MICHAEL
HABERMAN
ASSOCIATES, INC.
Real Estate Appraisers & Consultants

125 Front Street • Mineola, NY 11501

EXHIBIT C

Supplemental Materials dated June 9, 2015

SYSTEMATIC REVIEW & ANALYSIS OF ASSESSMENTS (RFP # AS0518-1509)

Submission Date June 9, 2015

From the RFP Selection Committee
Steven L. Corte, Chairman

QUESTIONS AND REQUEST FOR CLARIFICATION

MICHAEL HABERMAN ASSOCIATES, INC.

1. ***Will your work on the Westchester County's reassessment project have any impact your ability to meet the timetables that will be established under Nassau County's Systematic Review?***

   No - The Westchester project started over a year ago, with the Towns of Greenburgh, Ossining and North Salem participating in the Multiple Municipal Reassessment Consortium. The project is well on its way with 90% of all field work completed, along with data mailers. Neighborhood delineation is currently under way and scheduled to be complete at the end of June. The next phase of the project is valuation, which MHAI is responsible for reviewing model coefficients and final value conclusions. This is a statistical review, requiring minimal manpower and time on MHA's behalf. As you are aware, the Westchester revaluation is a Tyler Technology project, which is being completed in IAS. This gives MHAI a tremendous advantage over other companies vying for the Nassau County project due to the intimate knowledge that was gained with IAS during the Westchester reassessment project.

SYSTEMATIC REVIEW & ANALYSIS OF ASSESSMENTS (RFP # AS0518-1509)

Submission Date June 9, 2015

From the RFP Selection Committee
Steven L. Corte, Chairman

GENERAL QUESTIONS FOR ALL BIDDERS

1. *How will land values for each Class be evaluated in your review? Describe in detail your land valuation strategy.*

   All analysis will be based on a per neighborhood basis. The first and most preferable method is to develop land tables based on actual vacant land sales. Since this is not always possible, the next best method is market extraction (most probable approach) with the third being studies of ratios comparing land value to total value.

2. *How will the Department of Assessment's Integrated Assessment System (IAS)/Adapt be used in your Systematic Review? Describe in detail the implementation of valuation recommendations. Specifically, how would you utilize Adapt and/or incorporate your work product into IAS?*

   The Nassau Assessment System (IAS/Adapt) houses all assessments, inventory and sales history for properties located in the municipality. There are many modules built into IAS for analysis purposes along with standard reports. This would be the first line of analysis. The data compiled in IAS is stored in a SQL database which is accessible through the use of ODBC connectors making it relatively simple to retrieve data for analysis in SPSS. As far as implementation of new values, this would be based on neighborhood analysis with adjustments made according to statistical results.

3. *What sources will be used to evaluate the Cost Approach parameters produced using the Integrated Assessment System (IAS) including (but not limited to) building costs, costs assigned to Other Building and Yard (OBYs) and depreciation?*

   The IAS system utilizes Marshal Swift cost tables. After loading the most current source data from M&S, adjusted for time and location, it would be tested against actual sales to verify accuracy.

4. *How will modelling "outliers" in each Class be handled in your Systematic Review?*

The question is somewhat ambiguous. If addressing a holdout sample that produces unsatisfactory results, the model coefficients will have to be reviewed. If it is a sales ratio that is an extreme when compared to the neighborhood, the properties should be field inspected. And finally, if it's a unique property, it will have to be costed and checked against available market data.

5. *Will the review of Class 4 (Commercial) properties and models you produce include a market analysis of Capitalization Rates?*

Yes – We will make an assertive effort to develop market derived cap rates. As you are aware, this may not be fruitful for all property types, at which point we will research and utilize secondary market data adjusted to the Nassau County market.

6. *How will economic units (i.e. Parking Lots) be dealt in your review?*

If they are part of an economic entity such as an office building, value will be allocated as part of the income approach. If, for some reason, the parking lot does not support an improvement, value will be based on land tables plus site improvements.

7. *Will your models have provisions for external influences (i.e. Railroads, Commercial Corners, etc.)?*

Yes – this type of data is housed in IAS and was utilized during the revaluation of 2003. It will be tested and improved through the use of GIS.

8. *Are there any types of properties that will not be included in your review (i.e. Marinas, Golf Courses, etc.)?*

No – except for Special Franchise and Utility Properties (complex properties as defined by ORPTS).

9. *How would you model specialty properties like marinas and golf courses in Adapt?*

As stated in our proposal, we are willing to field review an agreed number of properties. The most effective method is to field review the inventory that makes up the parcels and develop cost and income models specific to the use.

10. *Are Class 4 – Utility properties included in your Class 4 – Commercial analysis?*

Valuation of the real property component of the parcel will be valued. The equipment will not.

11. *What modelling changes would you suggest for creating values for hotels, assisted living centers, nursing homes and self-storage facilities?*

Without knowing how the IAS is currently configured for the aforementioned property types it is difficult to make a recommendation. The only recommendation we can make is, it is common knowledge how the courts look at these properties, and assuring compliance with their methodology is of utmost importance.

12. *Will your company provide an analysis of Land to Building Ratios?*

Yes – Since all the data is stored in IAS this is not a significant task.

13. *How will you address apartment buildings and how will ETPA Buildings?*

Apartment buildings will be valued on the income approach. Verification of ETPA compliant buildings will be verified through HUD and they will be valued accordingly.

14. *Will your company provide field staff to work with Department of Assessment personnel?*

Yes – As stated in our proposal, we are willing to field inspect an agreed number of parcels.

15. *What plans do you have to improve DOA personnel's preparedness on the quantitative and qualitative levels? What mechanisms would you leave in place to allow staff to continue to maintain your recommendations?*

We do not have intimate knowledge of the current workings of the DOA, therefore this question cannot be answered until after we have worked with your staff.

16. *What valuation quality assurance measures would you recommend that the DOA adopt after the Systematic Review is completed?*

At a minimum, performing ratio studies on a per neighborhood basis with specific focus on changing market trends.

17. *Describe the Commercial and Residential models you will create and how you would address the overabundance of existing commercial models in IAS/Adapt?*

Models are developed on market data, not on a modeler's idea of how to configure a model for a municipality. Therefore, a complete analysis must be performed before this can be discussed. Again, making a decision that there are too many models utilized in IAS without completing an analysis of the market is a recipe for failure. Research first and make conclusions from what the market indicates.

18. *How will support documentation be transmitted to the DOA at the end of your review?*

The most efficient method is electronically. But we are willing to work with DOA in whatever method is determined most efficient.

19. *Describe in detail your plan for a neighborhood review.*

Neighborhood delineation is the single most important process in a reassessment project. This is a textbook procedure starting with all physical, political, economic and school district boundaries. Utilizing our expert local knowledge, after completing a basic delineation, sales analysis is completed assuring homogenous neighborhoods based on the type of real estate inventory and price levels throughout. This task is not complete until downloaded into a geodatabase for use in GIS.

20. *Describe in detail your plan for sales data verification.*

Sales verification is an ongoing process, from day one of the project to the end. All of the obvious non-arm's length sales are removed leaving thousands to verify countywide. Utilization of all available data sources is optimal, including RP-5217, MLS, Comps Inc., Accurint, LoopNet, CoStar and other real estate professionals including brokers and developers. After completing the previously mentioned sales scrubbing the sales should be trimmed through the approved IAAO method of inter-quartile trimming. These methods will assure a strong sales population.

21. *What recommendations do you have to account for any lack of sales if existing neighborhoods are split into sub-groups or expanded?*

As previously stated, the market data and sales indicate the neighborhoods, if there are no sales during the initial study period, expanding of the time constraints will be required. If expanding this parameter does not produce sufficient sales, expanding the neighborhood may be necessary. This could include configuring neighborhoods that are not geographically contiguous.

Additional Recommendations:

The driving force in completing this systematic review is to provide fair and ***supportable*** values for all properties in Nassau County. It is our opinion that in order to accomplish this, it is imperative to have open communication with the Nassau County Tax Certiorari BAR. Valuation methodology must be agreed upon early in the project along with regular meetings to assure a focused approach. This open approach to communicate with the Cert. BAR should be publicized in an effort to make the public aware of the asserted effort to correct the assessment system. Additionally, in order to prevent ratio disputes which end up with stipulated ratios far below the published ratio, the County should go to 100% of full market value as their stated level. This provides for a more explainable / defendable assessment system.

Scope/Timeline and Billing Schedule (amended 8/10/2015)

This is a detailed timeline/scope of the commercial portion (Classes 2 & 4) of the Nassau County Systematic Review Project as proposed by Michael Haberman Associates, Inc. (MHAI). This projection is based on our intimate knowledge of Nassau County and our historical experience with the Nassau County Assessment System (IAS) as it last existed in the 2005 calendar year. Due to the complexity of Nassau County and its prodigious assessment data, this project timeline is subject to changes by both Nassau County's Department of Assessment (DOA) and MHAI. An integral part of the project includes pointing out DOA deficiencies when discovered. Such deficiencies and recommendations to correct issues, as they are revealed, will be summarized in the monthly status report. We have taken all steps available to produce a document that will provide guidance and timeliness for the project. Procedures followed for this project will comply closely with recommendations from the International Association of Assessing Officers (IAAO).

The timeline/scope is configured to illustrate major milestones throughout the project with specific detail for each sub-task. This mass appraisal project is intended to comply with all requirements as set forth under Standard 6 of the Uniform Standard of Professional Appraisal Practice.

Project Commencement

This portion of the project **(Startup)** will commence on October 1, 2015 and span approximately a three month period, to the end of the year (December 31, 2015). During the Startup period the Company will focus on re-familiarizing personnel with the Nassau County Assessment System and parcel data as configured. For the purpose of discovering fundamental procedural and system deficiencies, in depth research, and communication with key DOA personnel will be required. In-house system preparation will commence during this period assuring sufficient storage space and secure environment. Man power requirements for the project will be confirmed and staffing as required will be put in place. It is recommended at this time that Nassau County to configure a test database, mirroring the current production database, for purposes of testing modeling and possible structural reconfiguration.

Data Analysis

This phase of the project will begin subsequent to the Startup portion of the project on January 1, 2016 and proceed for approximately 18 months to June 30, 2017. A mass appraisal project is only as good as the data it is based on. This portion of the project will consist of detailed testing and editing of all data as contained in IAS.

Utility properties will be reviewed for correct "roll section" designation and reconciled with New York State supplied advisory appraisals, to assure a one to one match. If discrepancies are discovered as a result of this review process, field inspections will be completed by a professional engineer, up to the contract limit of 2.5% of class 4 property on an economic entity basis.

Neighborhood Delineation Re-verification

The County is currently delineated into many commercial neighborhoods as a result of the 2003 revaluation project. Detailed analysis is required to assure that neighborhoods, as currently delineated in the system, are truly based on external factors that typically define a neighborhood. These factors include, but are not limited to, natural and manmade dividers, municipal and political boundaries, school districts, social and economic influences. The primary tool utilized for this analysis is ESRI's ArcView. This requires exporting specific data from IAS, uploading it to ArcView for analysis and reliability conclusions. All recommended changes will be documented and submitted in report format.

Analyze and Normalize System Variables

Concerns over Structure & Land Use Codes has been displayed by DOA personnel during our early meetings. As discussed, we will run edits on all properties in an effort to reveal inconsistencies across common property types. SPSS will be utilized to test the statistical significance of system adjustments such as *Grade Factors* and *Investment Ratings*.

Historically, the IAS system would value commercial properties utilizing multiple income streams as applied to different sections of a structure as based on the cost approach. Properties typically don't function this way in the market, therefore complicating the income approach. An analysis accounting for use codes within a structure code will be completed. This analysis will reveal the complexity of specific property types enabling the team to focus on producing a market relevant approach. This would produce reasonable, defendable values as viewed by the Courts.

The County's commercial property base is made up of thousands of individual parcels. The reality of it is that multiple parcels may make up one property (Economic Entity). Part of this analysis includes the verification of condominium parent and children parcels. An intrinsic part of this project will include identifying such properties and grouping for valuation purposes.

Property specific location adjustments will be analyzed for consistency with the aid of GIS. Thoroughfares will be displayed with each commercial property plotted as based on its location adjustment. This form of hot/cold map will provide easy identification of misclassified properties.

Multiple edit reports will be run in order to discover either missing data or inconsistencies in data. An example of some edits that will be run includes: age/condition, Land Area/GBA, LUC/Structure Code.

As a result of the edit reports, inconsistencies in data will be field reviewed when required. Field reviews are limited to 2.5% of Class 2 & 4 parcels on an economic entity basis and will be administered as requested by the DOA.

Nassau County's shorelines have evolved from a marine based industry to residential cluster type development. Change in use should be verified and corrected where appropriate. This will be accomplished through the use of GIS. This can also be accomplished through the review of building permits with specific focus on a change in use.

Structure, Use and OBY codes will be reviewed and analyzed for market relevance. If large variances exist across common uses, codes will be normalized for ease of use and understanding.

Model categories will also be reviewed and analyzed for market relevance. Models that are redundant or nonexistent in the market will be deleted.

Land Type models will be reviewed and analyzed for market relevance. Models that are redundant or nonexistent in the market will be deleted.

Statistical analysis will be run on each parcel verifying incremental/decremental land adjustments.

Statistical analysis will be run on each parcel verifying incremental/decremental GBA adjustments.

Barring sufficient market data, statistical analysis on external influences such as corner, waterfront and golf courses will be performed.

Specialty properties such as marinas, gas stations, garden centers, auto repair, with large land to building ratios will be reviewed and analyzed to assure market relevance.

Mix-use properties will be reviewed for structure code, use code, expenses and capitalization rate consistency.

Parcels that are bifurcated by municipal lines will be analyzed and reviewed for valuation allocation. Allocations will be based on percentage of structure value and percentage of land value as geographically located within the municipality.

Wetlands and environmentally contaminated properties can be flagged through the use of GIS. Formal requests for data will be made to NYS Department of Environmental Conservation.

Valuation Modeling

The "Valuation Modeling" portion of the project will overlap the "Data Analysis" and begin October 2016. The IAS system is based on the cost approach, tying all sections of a structure to specific cost schedules within Marshall & Swift. These tables must be reviewed and updated with the most current tables available from Tyler Technology. Additional tables needing updating include location multipliers and depreciation tables. As previously discussed, in-depth research will be completed on the practicality of maintaining multiple depreciation tables for structures and OBYs. Market reasonableness testing will be completed after update is complete.

Valuation Process

Neighborhood delineation is an intrinsic procedure in the mass valuation process and is the first step in determining land values, application of Income and Cost Analysis. Though not a science, a systematic approach is required to delineate physical boundaries, municipal/political

boundaries, building characteristics, type of occupancy, zoning, typical land size, sale prices and social/economic forces.

Land modeling via analysis of vacant land sales. If sales are insufficient, alternative methods will be used (residual analysis, etc...). Land tables are the basis for the Cost Approach with all improvement values added to the underlying land value. Therefore, it is critical to have an accurate estimate of land values. For purposes of calibrating land tables, raw land sales are the most reliable method to produce neighborhood land values. Since Nassau County is a mature community, raw land sales will not be sufficient to calibrate land tables. If our hypothesis is correct and land sales are insufficient, the best option is to rely on the "Land Residual Method". Once complete, land values will be populated on a use basis per delineated neighborhood and reviewed with DOA.

Building costs will be based on current replacement and depreciation estimates from Marshall & Swift Services tied to existing structure codes and/or recommendations for consolidation. Costs will be prepared in table format for consistency dealing with the different types of commercial and industrial parcels. Depreciation tables are key to providing accurate values by means of the Cost Approach. Market data will be utilized to calibrate tables when available. All three types of obsolescence will be considered in the analysis.

Retrieval of economic market data inclusive of rental rates, occupancy levels, operating expense ratios, rates of return and effective tax rates will be data based.

When actual income and expense is available for a sale parcel, overall capitalization rates will be calculated. If actual data is insufficient, secondary source material and the building of rates (band of investment) will be localized to Nassau County and utilized in valuation models. If actual income and expense data is retrieved, this data will be used as a starting point in reviewing existing modeling and will become part of the market database. Economic data and tables will be developed via existing in-house data, information received from participating real estate professionals and data the Nassau County Attorney's Office, DOA and ARC have on hand.

Existing valuation matrix will be reviewed and updated with current market supported data. Valuation matrices are based on the neighborhoods as delineated for each property type.

Systematic edit reports will be run to assure all data fields are populated and contain market relevant data.

Analysis of existing assessments and models in order to test for reasonableness (value/unit basis) and, if needed, recommendations to DOA for adjustments. Unit basis includes but is not limited to square feet, number of apartments, number of rooms, number of beds, etc...

Parcel Specific Testing

Once the valuation portion of the project is complete, it is imperative to perform various 'edit reports' and statistical analyses. This added step will assure market reasonableness and provide values that are sustainable when tested by Courts. This will be an ongoing process which will

commence as specific property types are completed on a neighborhood basis. This phase of the project is slated to begin January 2017.

Edit reports provide a window to the assessment roll enabling an assessor to focus on issues that don't appear reasonable when compared to the market. Edit reports can focus on all aspects of the assessment roll focusing on anomalies when discovered. This is a dynamic tool which will be utilized throughout the project.

Statistical analysis provides a systematic approach to value. It will provide mathematical indicators that a problem may exist within a specific neighborhood or property type. These are also dynamic in nature with our statistician focusing on specific discrete & continuous variables.

Valuation of utility properties will be based on New York State Office of Real Property Tax Services (NYSORPTS) supplied advisory appraisals. Due to the complexity of utility properties, if during the inventory review process, as previously described under Data Analysis, no discrepancies are revealed, the appraised value as indicated by NYSORPTS will be adopted. If discrepancies are discovered, NYSORPTS and DOA will be notified of such discrepancies in the form of a written report. This will trigger a request for an updated advisory appraisal from NYSORPTS.

As a result of our extensive testing outliers will be revealed. As previously stated field reviews will be performed when necessary or requested by the DOA, up to a total project count of 2.5% of Class 2 & 4 parcels on an economic entity basis.

County-wide Testing

Final testing will commence in April 2017, consisting of a "tax shift analysis". Statistical analysis will be performed on a county-wide basis, neighborhoods, school districts, town boundaries and any taxing authority as requested by DOA. This macro approach to the project may reveal unintended consequences that can be altered before publishing the assessment roll. This type of testing also provides relevant information to public officials so they can better understand the impact of the "Systematic Review" which they will have to convey to their constituents.

EXHIBIT D

Contractor's Performance Schedule

Billing Schedule

BILLING CONTROL			Parcel Count			Rates		Cost Per Class		Complete Project
Activity	Scheduled Work Plan	Units (Months)	II	IV	Utility Properties	Class II & IV	Utility Properties	II	IV	Total Cost
Project Management	(10/1/15 - 9/1/17)	24	6,398	27,527		$5.50		$35,189	$151,399	$186,588
Data Management	(10/1/15 - 9/1/17)	24	6,398	27,527		$1.50		$9,597	$41,291	$50,888
Data Analysis	(1/1/16 - 6/1/2017)	18	6,398	27,527	1,036	$5.00	$93.75	$31,990	$234,760	$266,750
Field Review (2.5% of Class 2 & 4 population)	(10/1/16 - 5/1/17)	8	160	688		$25.00		$3,999	$17,204	$21,203
Analyze & Normalize System Variables	(1/1/16 - 12/1/16)	12	6,398	27,527		$2.50		$15,995	$68,818	$84,813
Neighborhood Analysis / Delineation Refinement	(1/1/16 - 12/1/16)	12	6,398	27,527		$2.00		$12,796	$55,054	$67,850
Street Level Images (limited to 1% of population)	(7/1/16 - 12/1/16)	6	64	275		$5.00		$320	$1,376	$1,696
Valuation Modeling	(5/1/16 - 6/1/17)	14	6,398	27,527		$7.50		$47,985	$206,453	$254,438
Valuation Process	(7/1/16 - 6/1/17)	12	6,398	27,527		$2.00		$12,796	$55,054	$67,850
Parcel & County-wide Testing	(10/16/16 - 9/1/17)	12	6,398	27,527	1,036	$2.00	$31.25	$12,796	$87,429	$100,225
Provide Support Documentation	(10/1/15 - 9/1/17)	24	6,398	27,527		$3.00		$19,194	$82,581	$101,775
							Total Cost / Class	$202,657	$1,001,418	$1,204,074
									Fee Billable to Date:	$0.00

Note: As directed by the DOA, Special Franchise, LIRR properties, Telecommunications parcels and Teleport Communications parcel were removed from the Utility parcel count.

EXHIBIT E

Payment Schedule

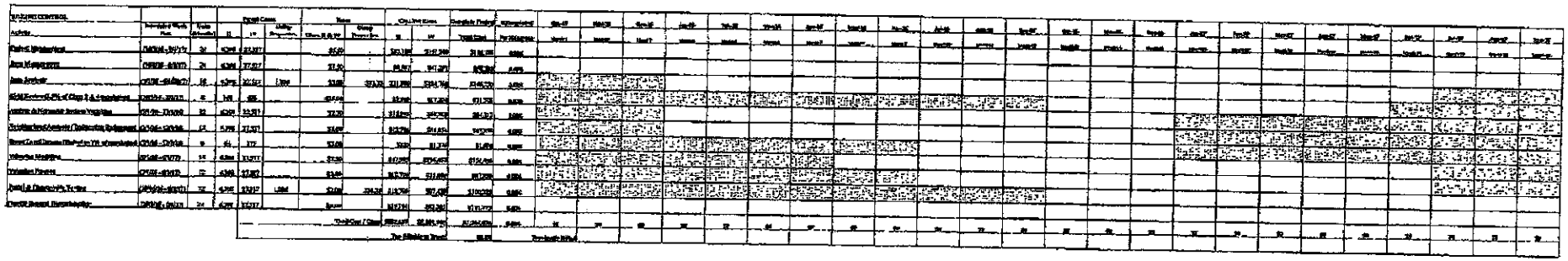


EXHIBIT F

Confidentiality Agreement

I Michael Haberman (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other _____ of the Contractor Michael Haberman Associates, Inc. (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the systematic review and analysis of assessments (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Michael Haberman
(Individual's Printed Name)

Michael Haberman Associates, Inc.
(Entity for which Individual is an employee or agent)

August 31, 2015
(Date)

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Michael Haberman (Name)

   125 Front Street, Mineola, NY 11501 (Address)

   516-739-8080 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/31/15
Dated

Signature of Chief Executive Officer

Michael Haberman
Name of Chief Executive Officer

Sworn to before me this

31ST day of August, 2015.

Notary Public

KAREN SCHREINER
Notary Public, State Of New York
No. 01SC6078829
Qualified In Nassau County
Commission Expires August 12, 2018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Consulting Services, Inc. 46 Knollwood Road, Suite 202 Elmsford, NY 10523	CONTACT NAME: Michael Pelliod PHONE (A/C, No, Ext): 914-592-6505 FAX (A/C, No): 914-592-6508 E-MAIL ADDRESS: MichaelP@plcsl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA)	20443
INSURED Michael Haberman Associates, Inc. Ron Haberman, Vice President 125 Front Street Mineola, NY 11501	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: N/A REVISION NUMBER: N/A

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability Insurance	NO	NO	RPB 89230366916	08/20/2015	08/20/2016	$1,000,000 Per Claim $3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Professional Liability Insurance

CERTIFICATE HOLDER

Nassau County
Office of County Attorney
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 8/28/2015

PRODUCER
MITCHELL E WEINGRAD LTD
POB 190
EAST ROCKAWAY, NY 11518
(516)887-4800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MICHAEL HABERMAN ASSOCIATES, INC.
ATTN: MICHAEL HABERMAN
125 FRONT STREET
MINEOLA, NY 11501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GRAPHIC ARTS MUTUAL INS CO	
INSURER B: STATE INSURANCE FUND	
INSURER C: STANDARD SECURITY LIFE	
INSURER D: UTICA MUTUAL INSURANCE COMPANY	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	4568793	9/06/15	9/06/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	4568793	9/06/15	9/06/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D	A	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE RETENTION $ 10,000	CULP4575229	9/06/15	9/06/16	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	H 1002 914-8	04/07/15	04/07/16	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C		OTHER NY STATE DBL	D 72698	07/01/15	07/01/16	STATUATORY DBL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, PER WRITTEN CONTRACT

CERTIFICATE HOLDER

Nassau County
Office of the County Attorney
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Michael Haberman Associates, Inc.

Address: 125 Front Street

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2510480

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X Closely Held Corp ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Michael Haberman, 1070 Links Road, Woodmere, NY 11589

Ronald Haberman, 4 Manchester Lane, Stony Brook, NY 11790

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/5/15

Signed:

Print Name: Michael Haberman

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

WILLIAM J. MULLER III
CLERK OF THE LEGISLATOR

PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

December 8, 2015

Michael Haberman Associates
125 Front Street
Mineola, New York 11501

Re: Contract # 15000003 $1,204,074.00

Dear Mr. Haberman:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of Assessment.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III

William J. Muller III
Clerk of the Nassau County Legislature

WJM/bf

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO

PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR RICHARD NICOLELLO

CHAIR

Theodore Roosevelt Building

1550 Franklin Avenue

Mineola, New York

Reconvened Meeting

March 5, 2018

11:18 A.M.

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

LEGISLATOR RICHARD NICOLELLO
Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR ROSE MARIE WALKER

LEGISLATOR KEVAN ABRAHAMS
Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

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Rules - 3-5-18

LEGISLATOR NICOLELLO: The rule committee is reconvened. We have two items on an addendum. We will need a motion to suspend the rules. Motion by Legislator Rhoads. Second by Legislator DeRiggi-Whitton. Any discussion of the motion to suspend the rules? Any public comment? All in favor signify by saying aye. Those opposed? The rules are suspended. I'm going to call these two items together, items E-24 and E-25.

E-24 is a resolution authorizing the county executive to execute an amendment to a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Assessment and Smith Valuation Services, Inc. d/b/a Standard Valuation Services.

E-25 is a resolution authorizing the county executive to execute an amendment to a personal services agreement between the county of Nassau, acting on behalf of the Nassau County Department of Assessment and Michael Haberman Associates, Inc.

Those motions are moved by

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Legislator Rhoads. Seconded by Minority Leader Abrahams. The items are before the committee.

Before we get to the administration's presentation I have a request by Jerry Laricchiuta, the president of the CSEA, to make a statement.

MR. LARICCHIUTA: Good morning members of the Rules Committee. Thank you for giving CSEA a moment to come up and explain our position here.

So, number one, I just want to apologize for the shortness of notification by us. We only found out about this late Thursday evening. We tried to do some work Friday and hence, we are here today and we are going to ask the committee to consider some of our options here.

Let me just run the reel back. Real quick let me run you back to 2011 when 69 of the 400 people that lost their jobs in Nassau County due to layoffs. Of the 400 that were laid off we were lucky enough to get back 240 workers because staffing was so critically

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low and remains that way probably even more so today than back in 2011. However, in the Assessment Department we were unsuccessful in getting anyone back. Standard Valuation I believe, I hate using people's name, I know Matt Smith is the name of the person that runs that company, I believe the company is Standard Valuation and I know Haberman is yet another one.

Back in 2011 when then county executive, Ed Mangano, decided to freeze assessment rolls he basically laid off 69 workers from assessment. And let me tell you, as a union leader I have been in this business a pretty long time, doing it 20 something years, but I've been local A30 president for almost 13 years now. Some day I will be able to look back on my career. But I will tell you one thing, the one thing I will never get over, the thing hurt the most is the layoffs. When people lose their jobs I failed them. We tried like hell. We tried to get the legislators and the county executive at the time to not lay these people off.

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What we proved was and what we found was the contract that they were approving back then for Standard Valuation, I'm not sure about the other one, was in direct violation of our contract. And our contract is pretty easily read. It basically says nobody shall be laid off as a direct result of a transfer of unit work. Meaning, in simple language, you can't be laid off if your job is subcontracted out as a result. You cannot be laid off. And they were.

We brought that to arbitration and it took over two years to settle. I can't tell you how many hearings we had. These poor people that lost their jobs had to show up time and time again to the union office and go through hours of debate.

In 2013 arbitrator Bonnie Weinstock, who doesn't work with us any more, no longer on our panel, but she rendered a decision that said this. The county illegally laid these folks off. Therefore, I'm going to give them back pay. However, because there's now been stipulated by the county and by at

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the time Standard Valuation and everyone else that was speaking, the services would no longer be needed I cannot bring them back to work. Unfortunately, I can't bring them back to work because their services are no longer needed because of the new Mangano plan to freeze assessment. We don't need people out in the field reassessing houses, doing computer modeling, all kinds of various work that these assessors do.

I have two beautiful, wonderful people that I call my experts and if you ever want to know about assessment these are the people that you should be talking to. These are the people in the trenches that do this every day.

We were stuck with the fact that people got laid off. County was stuck with the fact that they did it illegally. They had to pay over a million dollars in back pay. Whatever the contract was back then add a million to that of taxpayer money. But under the stipulation that Standard Valuation would never be brought back on the scene to do these

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jobs again I could not get them back to work.

Fast forward to now. We find out that not only is there a contract before Rules today, but in fact this has been going on since 2015 unbeknownst to this union. We did not know they were back to work in 2015. We would have taken action back then. Now when you get a contract and legislators get these contracts and this is nothing. This is a small stack. The whole contract is like four inches thick, which we got Thursday night. Actually Friday morning.

But on page one of every contract is a little section number 3 that says was CSEA, under section 32(a) compliance, notified. Under both the 2015 contract and this current contract the answer is no. Right off the bat that's a violation of our contract. Which means if I bring this to a subcontracting grievance we will win and the county will pay dearly once again. Which we don't want to see. We're not here for conflict by the way. I want to make this very clear. This is not something that I'm trying

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to make anybody here look -- I know we have a new administration. They're getting their feet wet. We have yet to meet with her. Our first official meeting with the county executive is today. About ten days ago we were able to get an appointment with the county executive. We're the largest union in the county. We have 38 departments. There's a whole load of issues going on but we had to give her time to get her feet wet and to learn the job. We knew that from the beginning.

So our first meeting is today at three. Yet we find out that the Rules is hearing arguments on this contract and they want to pass this contract today at 11. So we did meet with Helena Williams on Friday, and I got great respect for Mr. Nicolello. I think he's doing a very good job up there as majority leader. We were able to talk to him and he wanted to know what's our problem and I told him just what I'm telling you now.

What we are asking for, in all fairness, this is not -- I know there's a time frame but we cannot rush this again. We

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messed it up the first time by rushing it. Newsday's story on how the inequities, I know. I've got a $2,600 tax increase in one year, and when I called my assessment people they gave me the pizza analogy. Which is the best analogy in the world. Did you challenge your taxes? No, I never did. Well, let me explain it. There's eight slices in a pizza. If six of them get smaller two of them have to get a lot bigger. The best analogy you'll ever get. The pizza always remains the pizza. My slice got a lot bigger that year. I have been challenging them since every year because if you don't the slice is going to get even bigger.

That's a result of I believe a mistake they made back in '11 by taking away the right of our assessment people to challenge these attorneys when they want to represent hundreds of thousands of residents in tax challenges. But what Smith company did, they need 63,000 of these challenges done in two months. There is no way our Assessment Department could do that even with the

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staffing then. So he bundled them up into 63,000 agreements and everybody won. Whoever challenged one -- we know the slice got bigger.

Today we are in the same situation and now over the years the disparity in taxes -- I'm paying $4,000 a year to my neighbor and I'm not blowing him up. I don't want him giving me a call later on. But I know there's a disparity. We all know, we agree with that. It's broken. Let's not rush into it again. The people that can fix this are the people in the Assessment Department. If the county executive needs time then she has to sit down and negotiate something with the union. That's all we're asking for is negotiate something with this union so we can allow this to go through without a challenge to cost the taxpayers even yet more money and stop this contract.

So, I appreciate the time. This was not meant for any reason to upset anyone. If anybody has any technical questions on why I believe this is a violation of our contract

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that's why I brought the two girls from assessment. They know better than I'll ever know. We read the contract. This contract is also a direct violation of our contract. It is work that we do. I thank you for your time. If anybody has any questions I will answer them, otherwise I will sit down and shut up.

LEGISLATOR NICOLELLO: Thank you Jerry. I just wanted to say from our perspective we have been receiving briefings from both Haberman and from Standard Valuation Services, Matt Smith's firm. They have impressed upon us the need that these contracts move forward as soon as possible. The work they have to do, the work that has to get done, must be completed by the summer, by the early summer, by June, in order for the values to be sent to the Office of Real Property Services in the state so that this process can be -- so the new assessed values can be issued by the end of this year. It's something that in the old contract was supposed to have been done last year.

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Be that as it may we have that pressure on one side. On the other side we hear you. We hear what you're saying. If this work is to be done, supposed to be done by labor unions pursuant to contract that's a deep concern to us. We want to make sure the county is abiding by our contracts. We want to make sure that we're not exposing ourselves to liability as it going forward. We have the two balancing competing factors that we are considering. And it's my intention, I'm going to open it up to the floor, my intention today with this is to hear out the presentation that the administration is going to make on this and then at the end of that to either table this or recess the hearing, one or the other, until a week goes by to give you additional time and to urge the county executive to sit down with the CSEA, to sit down with yourself and the representatives and come to an agreement.

This contract is for this year but this is an issue that's going to go on for years as we try to correct our assessment

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mess. This is a process that's going to unfold every year for years to come. So there's a lot at stake.

MR. LARICCHIUTA: Majority Leader Nicolello, thank you. I understand fully. I want the committee to understand there are two main points here. One is I need the committee to understand that through no fault of County Executive Curran and no fault of this Rules Committee and no fault of the union all what you said makes a lot of sense except it should be getting done by assessment, people in the Assessment Department not a subcontractor. This is work that should be done in-house, but we can't do it right now because we don't have enough staff. So that's point one I need to make.

And point two would be, I don't know if a week is enough. I'm not trying to play games here, but if the county executive and their administration says we're just ignore him for a week. We know that the pressure is on Nicolello and Rules. They're going to have to get this done. Then we're

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sitting here with an empty gun. You know what I mean. You can't even say that in public today. You know what I mean. Our threat is veiled by the fact that we are under constraint of a time line. If we can get it done in a week and negotiate something with the county executive absolutely we will be in favor of moving this on.

We don't want to hinder the county. Assessment is a huge problem. But it's a huge problem caused by the county not by the people that work in assessment.

Let me make one statement and this is a fact, you can look it up and we can show you where we got it from. Prior to 2011, even though we had this county guarantee and this whole mess and people's taxes were raised seemed like by chance, when assessment was done totally by the Assessment Department, 90 percent of the assessment values that were given fell within five percent of the selling price of that home. So let me repeat that. 90 percent of the valuations given by our Assessment Department on a house fell within

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five percent of the selling price. That's pretty good.

Now, I'm not saying it was perfect because we know it wasn't. We went through the whole should the assessor be elected, then appointed, do we have qualified people running the department. It got into a big myriad mess. Little blame should be left on the people in the trenches doing it. I want the committee to understand those two points are very important. One, it should be done eventually. Realistically we couldn't do it today because you laid them all off. We only have a handful left. We need to restock, restaff the Assessment Department.

And two, we are going to do the best we can. I don't know if a week is enough. I don't want to have a gun to my head to say you have a week or else. Because then I don't have any leverage in negotiating with the county executive.

LEGISLATOR NICOLELLO: I think the week puts pressure on the administration to get this done. I think it makes sure they

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sit down with you and listen to you and work this out. That's what the purpose of the week is. It's not to put pressure on the union but it's to make sure the administration actually sits down with you.

Anyone else? Legislator Rhoads.

LEGISLATOR RHOADS: I certainly agree and thank you so much Jerry for coming here and advising us, bringing us up to speed on that. To be perfectly honest I'm kind of dumbfounded. I would think that given the importance of this particular issue I would think that the first thing the administration would do is probably reach out to labor to make sure in the very first instance moving forward we don't have an issue. I was surprised to hear that that had already not taken place.

But we certainly can't consider it today. I think the intention is for us to be able to at least learn about the contract to get some information on the record and to allow time for those conversations to take place.

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The assessment problem is a major issue. I think there's universal agreement on both sides of the aisle that there needs to be comprehensive solution to that. I think the system when it was initially created came with a set of problems. I think that unfortunately in the process of trying to fix those problems there was a whole new set of perhaps larger problems that have been created. And since the administration has indicated the desire to tackle this we want to make sure in that process we're deliberate and we want to make sure whatever solution comes out of that process that solution is one that's going to work. We don't want to be in that same situation where we keep creating a larger set of problems down the road. We want to be deliberative. We want the administration to think those problems through and we certainly intend to participate in that process to make sure that whatever solution we come up with that solution is in the best interests of the taxpayers of Nassau County. And that's exactly what both labor and those of us, the

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administration and those of us in the legislature all want to see happen. Especially the people working in the Assessment Department. They want to see a fair and equitable system that serves the taxpayers. We want to make sure that happens. But I appreciate you bringing it to our attention.

MR. LARICCHIUTA: Thank you Legislator Rhoads. I appreciate it.

LEGISLATOR NICOLELLO: Thank you Jerry. Invite the administration back up to make the presentation. Before they start I wanted to thank Mr. Haberman, Mr. Smith Mr. Peysner who is in the back of the room. They have given us, majority members, minority members, individuals, our staff, multiple presentations on this assessment issue, on what the work that has been done and what will be done. We have been thoroughly briefed, but we would like to give the administration the time to put the case on the record.

MS. ROTHSCHILD: Good morning. We have Deputy County Executive John Chiara and

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Deputy County Executive Mark Page to present on behalf of the administration.

MR. CHIARA: Good morning majority leader, minority leader, members of the committee. My name is John Chiara, deputy county executive for compliance.

I think to everyone it's pretty clear based on their experience and working in the communities that you all represent that our tax rolls and our assessment system is broken. And it's due to the fact that in 2011 the rolls were frozen. Since then there has been no updates to the rolls. What our task force recognized was that there really hasn't been any updates to it since 2009. And what this has created is an unequal and unfair system for all taxpayers in Nassau County. It's shifted the tax burden by approximately $1.7 billion in an unfair manner.

It's also created a system where the county hasn't been able to stabilize it's finances. Mr. Page is going to address that after I speak. What the administration is asking is that we move forward the work that's

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already been started by Mr. Haberman and SVS. That's a systematic review that began in 2015. These two amendments are critical of all the money that was already spent to move forward so in 2019 we will be in a position where we can have a tentative roll for a non-reappraisal reassessment. This is the first step in creating a fair tax system for all of your residents.

I think the majority leader said it earlier, is that really time, unfortunately, is not on our side here. If we're not able to move these contracts forward in a timely manner, and it is true, it is quite clear that the Department of Assessment is not equipped to do this because of the tax cuts, the cuts that have happened over the last seven, eight years.

But time is not on our side because if we can't move forward with these contracts then we're not going to be able to move forward with the tentative roll in 2019. And it really, as I think the majority leader said earlier, it really backs up. This work needs

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to be completed by the summer, early fall so notices can be sent out in the early fall to the residents in accordance with the law.

Again, under the law there must be a uniform assessment. That's a requirement that the county has or any assessment unit has. It's something that this county has not been able to do pretty much since the rolls were frozen in 2011. Until we begin to fix that there's going to continue to be a structural imbalance that not only creates, again, unfairness across the board for all the taxpayers of Nassau County, but again it makes it almost impossible to balance our budget.

I want to bring up Mr. Page to discuss the issues that create such a dilemma for balancing the budget and dealing with the cert issues.

MR. PAGE: Good morning. Mark Page, Deputy County Executive for Finance. I appreciate the opportunity to speak to you this morning. The urgency in extending these contracts has to do with the circumstances we find ourselves in right now. The fact is that

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in 2017 the county has paid about $90 million in cert judgments. That's basically challenges by taxpayers on the amount of tax they paid in prior years, which at the end of the challenge proceeding determined were valid in a scale as I said about $90 million in 2017. That number has been growing year by year. I think in 2016 I think it was $75 million.

At the end of 2016, the last year where we have audited financial statements for the amount of those claims which were pending in one way or another was about $340 million. How does this problem relate to these contracts?

We're in a situation where our basic assessment rolls are for many taxpayers who grieve are determined in the decision-making process to be wrong. That means that although we collect the property tax in the year that it's levied and the county has spent it on important needs, as this determination process goes on, and it can take years, eventually the money that was

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spent when the tax came in turns out not to have really been there and we have to give back a considerable amount of it to taxpayers who shouldn't have actually paid us that much in the year when we spent the taxes.

The way ultimately to turn around this problem is to have a fairer tax assessment roll and this administration is trying to get to that point as soon as possible. We're very much focused on the tentative assessment roll due next January, January 2019, and we believe that as a practical matter the resources available to us to get there on a very tight schedule as a practical matter right now for the county are the two contracts before you.

That $90 million that was spent on cert judgments in 2017 is basically money that the county collects in taxes from whatever source that we don't have available to spend on services now that we clearly need.

To put that in a somewhat broader context, for a number of years the county has had similar amounts owing on judgments and has

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borrowed money to cover the cost. We now have bonds outstanding through 2043 that were issued to pay for these costs. Our annual interest and principal payments on those bonds in 2018 are $128 million. So, that's another $128 million that's coming out of our money to pay claims on taxes that were determined to be wrong and the cost was financed way behind us now.

You can think of it as perhaps a piece of our deficit financing. If you look at the whole amount of the deficit financing that we're now paying back for it's about $178 million. The 125 is part of the 178. That 178 you add the 90 that we paid out of current funds in 2017 and you're talking a little bit below $300 million. That's money we're spending now for services that the county used back whenever. We don't have to spend on what we need now.

One way of looking at that is that the county's total property tax collection for sort of general purposes in a year is around $800 million. You look at this number, which

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is 270 some odd added together, we're actually spending more than a third of the property tax we collect each year not on what we need now but to pay back what we already spent behind us.

The big chunk of that is these challenges to the fairness of our property tax assessment. That was the $90 million in 2017. We need to turn this around and a major step here to turn it around is to get an assessment roll which is fair and which we can defend. We need that step to stop this annual additional cost of paying cert judgments which just keeps coming along with this. Even when we get it it's not going to stop instantly but at least it will get us the foothold to turn around this problem.

Time urgency. That $90 million in 2017, I don't know what the numbers are going to be in 2018. In the budget, which this administration inherited, the budget allocation for that purpose is $30 million. It's not 90. We don't control the expense particularly. Time spent, more years, more of

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this cost. We need a new, proper assessment roll and then we need to maintain it to turn around this problem. I would be happy to answer your questions.

LEGISLATOR NICOLELLO: Thank you Mr. Page and Mr. Chiara. You both laid out the big picture rational for taking action on assessment. I would like to focus on the contracts that are before us. Is there anyone from the administration here who can talk about that? These two contracts.

MR. CHIARA: Yes. Mr. Denion and Mr. Gregware.

LEGISLATOR NICOLELLO: Mr. Page.

LEGISLATOR ABRAHAMS: I have a quick question before Mr. Denion comes up. First, I want to thank you for being here today as well as Mr. Chiara and Mr. Denion as well. It sounds like to me, based off of what I heard you say, and I want to make sure I heard you correctly, were you implying that this plan would reduce refund payments to residential and commercial taxpayers? The contracts that are being for us to today with

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Haberman and Standard Valuation?

MR. PAGE: Yes. I believe that they're a vital step towards as rapidly as possible correcting the assessment roll of the county, which is necessary.

LEGISLATOR ABRAHAMS: In regards to residential, let's stay there for a second, what was the county's liability in 2018 that was residential? Because it was our understanding that residential was a very small proportion because the previous administration was resolving these cases before the next tax year went into place. So the liability to the county was very minimal. So, what was the number? You mentioned many numbers. What was the number that you were able to find in 2017?

MR. PAGE: The $90 million number is almost entirely commercial. There's another number, which I don't have at the moment, but what happens is that if a property owner grieves and then settles on what their number should be before the final tax levy for that year happens, the cost of lowering a

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particular taxpayer's bill is covered in the final tax levy. It doesn't hang on as a debt that has to be paid later. But in the tax levy it's actually the slices in the pizza that one of my predecessor this morning was talking about.

What happens is, if you need a certain amount of money from that class of property and somebody grieves and his value goes down and it's settled at that, then the tax rate, the percentage that's levied on the whole class goes up. So that those who don't grieve pay for those who didn't and it's built in. It's a number and a practice which is incremental frankly on the $90 million I'm already talking about in '17 but it's payment mechanism is kind of built in.

LEGISLATOR ABRAHAMS: I understand that. But the $90 million, if I understand correctly, was generated based off of liability because this is liability -- these are commercial ratepayers and if I understand you correctly, the $90 million is majority commercial, very little residential.

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And since most of it is commercial it is our understanding and our impression that since so little of it is residential that that liability has occurred.

So, going forward, if we're talking about the systematic review of what the two contracts presented to us today, those systematic reviews will not necessarily reduce the residential liability for the county in the out years. That's what I'm really driving at.

Is what you're proposing today for the residential -- and we will get to the commercial -- is that going to reduce the county's ability. Because, as far as I know, there is very little liability and the liability is basically generated from the backlog of years and years and that number is a very small number now. Are you somehow saying that residential liability is going to grow and this systematic review is going to fix that? Because the liability, based on your own number of $90 million, is very little already. So I'm not too sure. I want to make

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sure I understand what you're presenting today in regards to residential. The reassessment plan as it pertains to residential.

MR. PAGE: As it pertains to residential, if we hold on to the practice of settling residential grievances as they come in and basically in the final tax levy setting the rate so that the money is effectively there to pay for the settlement by levying on the whole class more -- if you stay with the practice --

LEGISLATOR ABRAHAMS: Why would we be paying for the settlement? What settlement?

MR. PAGE: The reason that the liability number doesn't include much for residential property, class one, is that as a current matter we've already paid them in the way the property tax levy is set for that class. The settlement and then the levy is set. The levy is set to cover effectively the payment to the grieving residential property owner.

LEGISLATOR NICOLELLO: We can go

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back to this later on. I really want to focus on what these contracts do.

LEGISLATOR ABRAHAMS: I think that's what I was trying to do. I'm trying to understand are the contracts going to address, as the administration has presented it, it sounds like to me they are implying the contracts will address the future liability. Which there should be no future liability. I want to understand what the contract is going to do.

LEGISLATOR NICOLELLO: I think what he's talking about in terms of liability there is, as you know, we all know, there is outstanding refund liability for commercial in hundreds of millions of dollars that will still be drawing down, number one.

Number two, they you also have the fact that we borrowed money over the years and those interest and principal payments will have to be made as Mr. Page indicated until 2043. I think that's the point that he was making. I don't know that it goes into what we are doing today.

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MR. PAGE: There's also a certain amount of old residential property amounts owing.

LEGISLATOR ABRAHAMS: I understand.

MR. PAGE: I think that having a fairer roll means that you won't have the problems of some people grieving and some not. Having a better done assessment roll so that the values of the properties are proper in relation to each other means that you don't have the unfairness of the system that we now have to a degree.

Also, the settlement process that we go through, which does its best to conclude grievances by residential property owners quickly has a further effect of basically addressing grievances with a very strong impetus to settle them before the final tax levy, not to defend the county assiduously. . Because it's important to the county to settle so that it does not in fact end up with a liability later.

LEGISLATOR ABRAHAMS: Correct.

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That's why I didn't think the liability was anything at all.

Just for the record, during the months of January -- we're going through it now -- the months between January 3rd and normally it's March 1st, the county executive has extended that period into April -- people have an opportunity to grieve their taxes. Them grieving their taxes in that period, if they were resolved to the best of their satisfaction that tax roll wouldn't be until the 2019-2020 tax roll.

It was also our understanding that those cases, people that grieve between this period, a large majority of them are being resolved prior to that tax roll in September of 2019 being implemented. Therefore reducing any level of liability going forward.

I understand, as the presiding officer has indicated, I understand there's backlogs and stuff. I'm talking about going forward. Obviously we are considering this contract on a going forward basis.

So what I would really need to

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understand from you is, the residential grievances that are taking place that could create liability for the county in the out years, what exactly is that number that is not being resolved prior to that 2019 tax roll going into effect? Because then, in essence, from my perspective could be our potential liability, if any at all. Can you give me that number? What percentage that would be of properties that are taxpayers not resolved going into that 2019 tax roll? I'm asking you to do it based off historicals of course.

MR. PAGE: I will get you that number. I don't have it with me at this moment. I think though that one needs to think a little bit more broadly in terms of the value that is resolved in the settlement process before the final tax levy on residential properties. Because that too is costing others of the county's taxpayers to cover in the amount of property tax they pay.

LEGISLATOR ABRAHAMS: Absolutely.

LEGISLATOR NICOLELLO: We're still in the assessment big picture right

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now. I would like to hear about these contracts. We can always ask Mr. Page to come back up and continue this discussion but let's get to the contracts please.

MR. GREGWARE: Dan Gregware, county attorney's office. Before you you have two contract amendments to the SVS contract and the Michael Haberman contract that were originally I guess commenced back in 2015. These amendments are going to allow these contractors continue performing maintenance on the systematic review program. These contracts extensions will take us to the end of 2018. And then the end goal of these contract amendments will be eventually to be able to produce final market values to be utilized in the 2019 tentative tax roll.

So, these are the two contracts generally. SVS also has an economic units component of their scope of work that was previously not addressed in the original contract. That is also being added to the SVS contract. As you can see, there's a time and performance schedule in the proposed

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amendments. There's also a payment schedule. SVS is proposing an increase of $1,142,000 and the Michael Haberman increase is proposed at $1,484,812. I don't know if you have any additional questions.

LEGISLATOR NICOLELLO: These contracts are for these firms to do a systematic review, correct?

MR. GREGWARE: The original contracts in 2015 were to do a systematic review. These two are to enable them to perform the systematic review. Once they complete the systematic review the produce reports and those reports identify certain deficiencies. Those deficiencies are corrected at the Assessment Department. At the end of the day we need final market values to be utilized for the tentative tax roll.

So this is to enable us to continue the maintenance to bring us to final market value so that we can utilize them for the tentative roll.

LEGISLATOR NICOLELLO: Tell us what the difference is between a systematic

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review and a full revaluation.

MR. GREGWARE: The systematic review is more aligned with identifying deficiencies in the county's systems. And it also is based on a modeling system as opposed to going to each individual properties and doing a complete evaluation of each individual property. It's more done on a modeling basis. I know the contractors here, Michael Haberman as well as Neil Peysner, could probably speak to the specifics of what would be involved in the comparisons of the two.

LEGISLATOR NICOLELLO: And there's differences in procedure, correct? Each homeowner would get a notice. They have the ability for a hearing.

MR. GREGWARE: Right. In a full revaluation notice would definitely be produced to the homeowners. In a systematic review situation I believe notices would still be provided to the homeowners but it would have to be at a certain -- 60 days prior. So they would still be doing the notices in this scenario as well.

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LEGISLATOR NICOLELLO: The contract that was passed I believe in 2015 for the systematic review anticipated that the work would be done in time for January '18. That did not happen. Why?

MR. GREGWARE: The work was completed. The scope of the work was never intended to produce a final market value number. It was to identify deficiencies and to I guess eventually assist the department to be able to produce final market value numbers. But based on the time line that we have we're going to need the help from the contractors in order to continue that maintenance and to help us correct those deficiencies to be able to produce those final market value numbers.

LEGISLATOR NICOLELLO: Was there something that the county did not do that frustrated the ability to complete the work when it was supposed to be completed?

MR. GREGWARE: I wasn't fully involved with the back and forth with the Assessment Department and the contractors. I

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know the contractors produced reports that did identify certain, and I don't know if it's necessarily deficiencies in the county and as far as getting back to the contractors, but I think it was more in line with there's deficiencies in their modeling and how they go about doing their assessment process.

LEGISLATOR NICOLELLO: The process from here forward if we approve the contracts would be that the contractors would continue their modeling, they would continue to do their review to some time later this spring, early summer, correct?

MR. GREGWARE: The goal would be to produce preliminary reports by July 1st. That's what the Office of Real Property, ORPS, is asking that the county produce a preliminary report. So they are going to help us produce those preliminary reports in the summertime by July 1, and once ORPS, we contact with ORPS, maybe ORPS will make certain recommendations and then we can continue to be able to produce the market values by November 30th.

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LEGISLATOR NICOLELLO: It goes to the state and the state does whatever it does in terms of reviewing, issuing recommendations and that type of thing?

MR. GREGWARE: Correct.

LEGISLATOR NICOLELLO: It comes back and there's more to be done at this level or is it finalized at that point?

MR. GREGWARE: After the preliminary report portion -- I guess the ultimate goal would be for ORPS to maybe make recommendations and the county to implement those recommendation to be able to produce market value by the end of November.

LEGISLATOR NICOLELLO: Then at that point in this year what does the county do in terms of alerting homeowners to what has transpired?

MR. GREGWARE: We are required to notice the homeowners 60 days prior to I guess the tentative roll. So the tentative roll goes out January 1st. So it would be 60 days prior we would have to notify homeowners.

LEGISLATOR NICOLELLO: So by

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November 1st or thereabouts?

MR. GREGWARE: Correct.

LEGISLATOR NICOLELLO: I don't know if you know this but what does that notice contain. Does it tell them what their estimated market value is?

MR. GREGWARE: Yes.

LEGISLATOR NICOLELLO: Does it give them an anticipated tax consequence of the new value?

MR. DENION: Conal Denion, County Attorney's Office. It basically would be a preliminary look at the tentative roll. So market values, assessed values. What they would be seeing in January they're going to see in November.

LEGISLATOR NICOLELLO: You will have the market value and then you will have the assessed value which is when you apply that percentage.

MR. DENION: Tax rate.

LEGISLATOR NICOLELLO: Not the tax rates but the percentage, correct? The ratio?

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MR. DENION: That as well, right, exactly. That just starts the process. As you said, they will come in and if they challenge they will come in to ARC and talk about the AVs.

LEGISLATOR NICOLELLO: The ultimate goal of this process is to have better values, correct? To remedy the deficiencies in the county's tax roll both commercial, residential and utilities and the like?

MR. DENION: Correct.

LEGISLATOR NICOLELLO: What you're telling us is these contracts have to be, the work has to start at some point in the near future if this is going to be completed in time for this year?

MR. DENION: That's correct.

LEGISLATOR NICOLELLO: Anyone have questions? Legislator Rhoads.

LEGISLATOR RHOADS: Thank you Mr. Chairman in this case.

Mr. Denion, just so I understand, so the work that's been done under this

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contract previously was to review the county's systems so that we can figure out what was wrong with the process that the county has been using, correct?

MR. DENION: That and moved toward eventually getting new values, yes.

LEGISLATOR RHOADS: That part of the work has been done?

MR. DENION: It's my understanding, correct.

LEGISLATOR RHOADS: So now this part of the work is supposed to be to assist us in establishing market values that actually match or assessed values that actually match using modeling what market value actually is with respect to homes in particular neighborhoods?

MR. DENION: Be careful. The appraisers are going to come up, the contractors are going to come up with the market values that should reflect the true market values out there.

LEGISLATOR RHOADS: And the idea is that the assessed valuation, because we are

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supposed be a market value based assessment system, that the assessed value will at some point match ideally the market value; is that right?

MR. DENION: Actually, the market values we want as true as possible. Then, as you know, the county uses a fractional level of assessment. Currently for a residential .25 percent and the other class is one percent. The AV is a reflection of those percentages as applied and other things according to law that affect the assessed value.

LEGISLATOR RHOADS: Which brings up an interesting point. Since you speak of fractional assessment, one of the things that has been done I believe starting with the Suozzi administration was that the level of assessment was changed. Initially when the new assessment system was put into place there was no fractional assessment. The level of assessment was 1.0, just as it is for class two, three and four properties today, correct?

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MR. DENION: Well, that is a fraction but it was a different one. It was a higher fraction for class one.

LEGISLATOR RHOADS: The fraction was one for two, three and four. It's not a fraction. It's one.

MR. DENION: Just be careful. Anything under 100 is a fraction in this case.

LEGISLATOR RHOADS: But it's 1.0 but for this particular --

MR. DENION: Which is one percent level assessment.

LEGISLATOR RHOADS: But for this particular class of properties you now have a .25 level of assessment?

MR. DENION: Right.

LEGISLATOR RHOADS: Going forward, whatever system we have in place, we want to make sure is consistent. What I believe first happened under the Suozzi administration and may or may not have continued, you guys can certainly tell me, is that under I believe it's Article 18 -- you're familiar with the 6-20 rule -- that we cannot

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raise, the county cannot raise the assessment of any home greater than six percent in one tax year or greater than 20 percent over a period of five, right?

MR. DENION: Yes.

LEGISLATOR RHOADS: And that by changing the level of assessment you in effect are able to circumvent that 6-20 rule?

MR. DENION: Are you asking me whether that was done? That was done 15 years ago they did that.

LEGISLATOR RHOADS: Going forward we would need some -- obviously this is a major change that's going to take place with how assessments are done here. We would want some commitment from the administration that we're going to comply with the 6-20 rule that's set forth in state law and we are not going to change the level of assessment to circumvent that.

MR. DENION: I'm going to ask John Chiara to answer your question.

MR. CHIARA: I think you've seen the proposal from the county executive. It's

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been well circulated.

LEGISLATOR RHOADS: Is that actually going to be issued? Because it's dated February 23rd. We're here on March 5th already. What's the hesitation?

MR. CHIARA: The hesitation from the administration?

LEGISLATOR RHOADS: Yes.

MR. CHIARA: That is a draft that's been circulated for debate with the county executive and with the majority and the minority.

LEGISLATOR RHOADS: I don't think there's any debate on our part.

MR. CHIARA: Excuse me, discussions. Not in this chamber. I believe there has been a lot of discussions about that. That is a proposal that the county executive has made. It's sort of irrelevant if -- the main issue is that if there's going to be no -- if these -- because of the stagnation that we have with the rolls right now and the fact that there is nothing is moving, the rolls are not moving in any

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direction for the last 11 years -- excuse me since 2011 -- there actually is no -- without these two amendments moving forward the six and 20 proposal by the county executive is moot.

LEGISLATOR RHOADS: Understood. But we do want to assure before we move forward with this process that there is a commitment from the county executive to abide by 6-20. Because at the end of this process we can't have people being reassessed and having their assessment jump tens of percentage points theoretically. It's going to have to be phased in in accordance with the law.

MR. CHIARA: Right. And actually the proposal was made by the county executive because the phase-in is an idea of fairness in that individual residents of the county, because the fact the county has failed to do their proper assessment, this phase-in is necessary in order to make it fair for individual residents who have to plan on their individual yearly finances for the phase-in.

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That's one of the reasons why the county executive proposed that. Because a phase-in is necessary in order to ensure the economics of each individual resident rather than the county as a whole. I think that's why the county executive proposed to that to the legislature.

LEGISLATOR RHOADS: My understanding is that if this advances the county executive will be making that commitment?

MR. CHIARA: Yes.

LEGISLATOR RHOADS: That's good. That's the right answer.

MR. CHIARA: If this doesn't advance the whole thing is moot. Which is the unfortunate nature of it.

LEGISLATOR RHOADS: To be honest, the state law is never moot. We are committing to something that we're supposed to be doing under operation of state law. We shouldn't make this provision more than what it is. What the county executive is essentially agreeing to do is abide by the law

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she's supposed to abide by.

MR. CHIARA: We are going to comply with the state law.

LEGISLATOR RHOADS: That's good. Excellent.

Now where we are at this point is fine, we know what the county has been doing wrong. We now are going to reset the market values to more accurately reflect, reestablish, get a better picture of assessed valuations so that it matches market value. What's the next step in the process?

MR. DENION: After what? After we publish a tentative roll?

LEGISLATOR RHOADS: My point is, fine, we've paid these outside companies now to assess the county's systems and how it is we actually set our assessment rolls to better reset the process going forward to make sure we do it correctly. Now we're going to get new valuations under this contract. What's the next step in the process?

MR. CHIARA: The next step, as I think the committee is aware, is that the task

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force is looking at what the next steps that have to occur. Which is going to include having more people at the Department of Assessment to be able to handle sort of the customers from coming in and understanding their assessment.

And not only that, they're going to have to continue to update the rolls moving forward, which has not been done, which is the reason why I think in previous administration was easy way to cut people because there was not a need to that. Moving forward it will be the Department of Assessment that will be responsible for updating the rolls depending on how they decide to do it, if it's yearly or every couple of years, that needs to be keep updating. That's something that needs to be -- there needs to be more personnel at the Board of Assessment.

LEGISLATOR RHOADS: Can you walk us through what's a non-reappraisal reassessment versus a revaluation?

MR. DENION: That's a term ORPS uses. According to ORPS there's two types you

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can do. You can do the full reappraisal reassessment which is individually going out and taking pictures and revaluating parcels individually.

LEGISLATOR RHOADS: How many bedrooms you have? How many bathrooms you have?

MR. DENION: They have that data but this is a more intense look at it. Versus the non-reappraisal reassessment takes the result of your systematic review, trending, fixing particular areas like the economic units and the cost of depreciation, problems. And then coming up with values that really are much, much more reflective of the true market values without going through the cost and expense and time it takes to go through that full reappraisal reassessment.

LEGISLATOR RHOADS: How does that contrast with the revaluation?

MR. DENION: It's a different approach. It's not as intense I guess would be the word. Going out like what was done 15 years ago of individually looking at every

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parcel. Visiting property. That sort of thing. There are great tools they can use now they didn't use 15 years ago. The computers are better. The aerial shots are better. All those things are better now that they can bring to bear to not have to do those things because it takes a lot longer and it costs a lot more money.

LEGISLATOR RHOADS: Okay. I would yield now.

LEGISLATOR NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you Presiding Officer. Good afternoon. There was some discussion about trying to create some equality to the assessment system in the sense that there is separate and unequal as reported by Newsday, and others have talked today about the fact that those who have not grieved are shouldering the burden of the tax bills, right? So, Legislator Rhoads just questioned whether the administration would be looking to carry out an executive order. And Deputy County Executive Chiara you said she is in

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fact intending to carry out the executive order; is that correct?

MR. CHIARA: She's not going to carry out the executive order if nothing passes. There would be no need to.

LEGISLATOR BYNOE: Then you know my question. In the event that this passes then she intends to carry out the executive order?

MR. CHIARA: Yes.

LEGISLATOR BYNOE: So the executive order, as I understand, states that there would be no adjustment to the LOA, correct? That it would stay .025?

MR. CHIARA: Yes.

LEGISLATOR BYNOE: .25.

So last week, along with members of the senior staff, we undertook an exercise, an analysis and looked at some of the properties, information that was provided for some of the properties by SVS as it relates to what the current county market value is and what the proposed SVS number would be. And when we looked at I believe it was Harriman in

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Hempstead and Liberty in Williston Park and we looked at those numbers it indicated that in fact in the early onset this is not creating any opportunity for this to be a more equitable system.

In fact, what was actually occurring was creating more of a disparity for those properties in Hempstead on Harriman versus those on Liberty Avenue.

So it's my contention that if we don't adjust the LOA that we are going to have individuals who have in most cases been carrying the load and those that have been paying upwards of 88 percent and the such of their assessed value that they in fact now would be in a worse off situation. That they in fact would further burdened by this process. So not adjusting the LOA creates that situation.

And I would like to know if we considered those people when we agreed to not execute an executive order. If we considered those that are currently paying basically their fair share in terms of assessed value

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that -- I shouldn't say paying their fair share -- that they're allowing for their properties to be assessed at the almost appropriate level, thereby being burdened because others are grieving and they're paying less than 40 percent, less than 50 percent of their value. Did we consider those people in this plan?

MR. CHIARA: The issue, and not speaking about any specific property, the issues right now, the situation we're in, is that because, as Mr. Page was saying earlier, because we don't have a defensible role that -- there's no defensible position that those people could take -- as taxes go up -- as the individual property values are lowered by assessment versus those that have not grieved, then when those are leveled out there will be fairness to all the taxpayers.

LEGISLATOR BYNOE: But not if we don't adjust the LOA. We aggravate the conditions for those that are currently paying -- they're paying based on their assessed values that have been not grieved.

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Those that have not grieved. We are going to slowly escalate those that have grieved at 41 percent of their assessed value and they're not going to get to 100 percent for 12 and 20 years out. But those that are paying that have not grieved in many cases are reaching their 100 percent value within two years. Thereby increasing the disparity between what they're paying and what the others would be paying based on the proposed market value.

MR. CHIARA: I think I said earlier, going back to it, there is a general idea of fairness because some of those people that have been -- because the county has failed to have what they're required to do, which is to have a uniform assessment system by the law of fairness is that -- we believe that it needs to be phased in over time.

So the individuals on the other side are able to -- similar arguments have taken place in Washington about what the economic effect of having a dramatic tax increase on certain people is and it's phased in over time. That's why the six and 20

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rule -- the county executive has proposed following the six and 20 rule so that it's phased in over time. So there's no drastic consequences to many, many residents.

The thing that's difficult to answer because we don't have a tax system that is -- rolls that are accurate and fair, is how actually individual -- the taxpayers would be affected in each individual thing when the tentative rolls come out.

LEGISLATOR BYNOE: In fairness you're saying we are going to introduce it over time. Which I don't disagree about. We should maybe looking to implement this either over time by adjusting the LOA so that there is an opportunity to strike some level of a balance, some semblance of a balance. Because what we do now is aggravate the situation by, in fact, not adjusting the LOA, thereby burdening those that have not grieved their taxes further.

I hear your point about the executive order but there is a counter argument to that executive order that I think

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burdens taxpayers who are the most vulnerable here in Nassau County. Those who are not grieving. So, the point to me is that this executive order shields some but burdens others. So I have a concern about the executive order. I have a concern that we're not entertaining the fact that we should be introducing an LOA that somehow shares the burden, shares the pain across all of those households and doesn't put it on those that simply have not grieved. For that fact, I'm really concerned about moving forward with this. I think in light of fairness and in light of trying to bring some equality back to the discussion it has to take place.

I have bared witness to the administration out in the community at Black History Month programs where there's a large majority of nonminority community members stating that they were working to bring some level of equality here. I'm actually shocked to know today that we're putting in an executive order that really does deliver the contrary.

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So, I'm concerned and I don't know how many properties fall into this example, fall into this category, but I can tell you with the example utilized by SVS where they compare and contrast Harriman and Liberty, I can tell you in Harriman, where I believe we had 12 properties to look at, seven of those fall into this category.

MR. DENION: Legislator Bynoe, I seen those examples from the vendor but I think you said your staff might have done further analysis on this. Would you be able to share that? We haven't seen that yet.

LEGISLATOR BYNOE: Sure, we can share that. But again, the further analysis that we conducted illustrated that seven of those properties of the 11 fall into a category to which they escalate and within two years they are paying almost at 100 percent. Thereby, again, shouldering the majority of the burden. And we will share that information.

LEGISLATOR NICOLELLO: I wanted to make a point about this discussion that has

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not been raised before. It appears based on what we have seen in areas of the county and many of the areas or areas of people of color, areas that are economically depressed, have been grieving at a lesser extent than other areas of the county.

But let's make sure that we understand the effects of this which is that 65 percent to 70 percent of your taxes go to your school district. So, in areas that area-wide, school district-wide people tend not to grieve it will have little effect, the new assessed values will have little effect because in those areas within those school districts there's going to be little change because they have not been grieving and the skew of their assessed values is not there.

There will be some to the extent of the 30 percent or so of your town taxes and county taxes because there you're comparing say someone living in Bellmore versus someone living in Syosset.

But for your school taxes, for example, someone living in Bellmore, whether

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someone lives in Syosset is not going up as much as they should has no effect on the amount you're paying in your school taxes in Bellmore.

Going back to the pizza analogy. The only pizza you're talking there is among Bellmore residents. Or you can take any town in the county. Take Mineola. If you're living in Mineola the only pizza you're talking about in terms of your school taxes is people living in Mineola. So if people in Mineola did not grieve and people in other parts of the county did grieve, any disproportionate effect of change in assessed value would not affect them in terms of their school taxes. You're just comparing yourselves to the school taxes.

So the universe of what we're talking about is really people who are paying town and county taxes as opposed to other people in the town and county as opposed to school taxes.

LEGISLATOR BYNOE: One statement I want to make. So, your discussion is about

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the school taxes and saying it's 70 percent of what we pay so it's only 30 percent of the their tax burden. Nonetheless, my point is that there is still a disparity even in that 30 percent. Let's not minimize that. And for someone who is really on a fixed income or working several jobs to even keep up with the tax rate to which they are currently faced with I wouldn't downplay the fact that that's going to have some impact for them.

But I also wanted to state that while it presents in majority minority communities, there are people across Nassau County that will be faced with the same issue. And when looking at that data I was actually surprised at some of the areas that also did not grieve that are not majority minority communities. So, while I address the fact that it was stated at an NAACP event, addressing a crowd of majority minority residents, this is an issue that is actually systemic and it's throughout the whole county. Thank you.

LEGISLATOR NICOLELLO: That's

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accurate. Throughout every community there has been people who have grieved their taxes and people who have not. It does appear based on what I was shown that some of the minority areas tended to grieve less for whatever reason.

LEGISLATOR BYNOE: Newsday illustrated that point very well and I agree with the assessment. My point is that while it presents in majority minority communities there are communities throughout Nassau County that would be affected by not looking at striking some level of fairness by adjusting that LOA and allowing for the pain to be shared across the county. Thank you.

LEGISLATOR NICOLELLO: I don't think we're disagreeing. I think the only point I was making is that in terms of those areas, area wide where people tend not to grieve, the affects of abiding by state law will be less pronounced especially with respect to school taxes. Because again when you're talking about school tax bills you're not worrying about if I live in Mineola I'm

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not worrying about what someone's paying school taxes in Syosset or elsewhere. It's simply limited.

Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: So, if we were going to go about this in a perfect world and say the quickest way to eliminate the situation that Legislator Bynoe was discussing would that involve ignoring the LOA or increasing it or not taking that into account?

MR. DENION: I think you will have an LOA, but I think what the legislator was proposing was that you would reduce that fraction from .25 to a much lower fraction. What was done 15 years ago.

LEGISLATOR DERIGGI-WHITTON: That would make it a fair system in a more timely way?

MR. DENION: I don't know to fairness or not but it would have the effect I think that she is requesting.

LEGISLATOR DERIGGI-WHITTON: I want to say something. I understand that Rich

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Nicolello's point is it's really only the county portion so it's less than the major part of your tax bill. But the reason that we have the state putting the limit on it is because it's substantial enough that it makes a difference in someone's budget. So, we can't have it both ways. We can't say we have to abide by the state and say we can only increase it six percent. But these people that haven't, for whatever reason, haven't grieved their taxes aren't really getting hurt.

LEGISLATOR NICOLELLO: No one said that. No one said that. The point I was making was very clear. That when you look at school taxes the impact if it's area wide of people grieving or not grieving the impact of changes in assessment is much less than if you examine a community where people tend not to grieve as opposed to the community where people tend to grieve. No is saying there's no impact.

LEGISLATOR DERIGGI-WHITTON: So there is impact which is why the six percent

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is there. The bottom line is these people who do not have, for whatever reason, I see this in some of my -- I think people are afraid to come to question their taxes because they're afraid of them going up. They have misbeliefs in the system. They don't want to touch it. Unfortunately because of those misbeliefs they're paying more. And now for us to try to fix that situation, if that's really what our intent is, we're not going to be able to do that as quickly as I think these people might deserve because of protecting those that have already grieved their taxes and paying less.

Would you say that that's basically the situation as far as trying to balance out the roll?

MR. CHIARA: The proposal by the county executive is a balancing between moving as quickly forward to a fair tax roll so that all residents, those that grieved and those that haven't grieved over the last seven years, are treated the same. And also to phase in the effects, the dramatic effects that could occur if people's taxes go up

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dramatically. That's the balanced approach that the administration has taken. That's the intent of the six and 20 by the state as well.

It's so people's -- if the effects are not felt in one year and phased in. I know all of us are going to feel the effects of what's happening in Washington with losing a lot of our property tax deduction. The same argument was there. A lot of people felt that there should be a phase-in so that it could be fair.

The flip side of that, many people argued that certain people are going to be treated not quite exactly right. But right now a majority of the rolls are so unfair that there's -- we don't even have a basis to really talk about fairness. Again, I don't know if that answers your question.

LEGISLATOR NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: So, we believe that if we allow for the 6-20 rule to be in play and for each year the property can't

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exceed the six percent increase, right? And not adjusting the LOA is fair for a property owner in Hempstead whose current county market is 243 and SVS says the proposed market value would be 275, we think that they should get a six percent increase along with the folks out in Williston Park that's at 273,200 at county market value. Where SVS says that the value is 652.

I could actually give you an example even on Harriman Street where I believe that someone's property value, the current county market value is 180 and SVS says it would go up to 280. I agree even on that same block that an adjustment to the LOA would bring some level of equality a lot quicker to that family living on the same street with assessed values that differ by $100,000, as well as a situation out in Williston Park where someone's assessed value is been beaten down into the ground to 273 when we know it's upwards of 652. I don't see how we think that's an opportunity to prescribe any kind of equality to this

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process.

LEGISLATOR NICOLELLO: The only issue I have is with your words you said the 6-20 rule to be in play. Let's make it clear, this is a state law. It's not just an arbitrary figure that somebody came up with. It's New York State law that says you can't have your assessed value increase more than six percent a year or more than 20 percent over five years.

LEGISLATOR BYNOE: I agree that that is state law. But I also noted that state law also allows us to adjust the LOA so that we can deal with situations where there are such huge disparities.

LEGISLATOR NICOLELLO: The question is whether we are going to manipulate the level of assessment to achieve the result we may want to achieve. In other words, to make an end run around the state law.

Anyway.

Any other questions for these gentlemen? I think we would like to hear from the vendors themselves but Legislator Rhoads

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has a question for Mr. Page.

LEGISLATOR RHOADS: Hi deputy County Executive for Finance. Thank you for coming back up. I kind of wanted to follow-up on the point that the minority leader was attempting to make before just so we can get a framework on where we are right now. There was some confusion and I just want to see if we can add some clarity to it.

In terms of where we are now on the residential side Nassau County is not incurring any additional debt in the resolution of residential challenges today; is that correct?

MR. PAGE: I think that's correct.

LEGISLATOR RHOADS: And good, bad or indifferent the reason we're not incurring any additional debt is because we've adopted a system where we resolve the grievances as quickly as we can to make sure that those resolutions are in place for the final assessment rolls so that no one is actually paying us any money that they theoretically

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don't owe us, correct?

MR. PAGE: Yes. I think that that settlement process --

LEGISLATOR RHOADS: Good, bad or indifferent. I understand that by adopting that strategy I think everyone fully understands that there's a host of issues created by doing that. But as it stands right now with that system Nassau County is not incurring any additional debt. In other words, we're not floating bonds to pay out any settlements because there are no settlements to be paid. They're all incorporated within the final assessment roll. That's already been determined.

MR. PAGE: That's true of the current grievances in residential. I think there's a backlog of grievances on residential that we haven't paid and eventually we will presumably pay and what we pay it with remains to be seen.

LEGISLATOR RHOADS: We're talking from prior years. But as of 2017, for 2017 we didn't incur any additional liability?

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MR. PAGE: No is a very extreme statement. I think you're basically right but there are some exceptions to that. But you're basically right.

LEGISLATOR RHOADS: On the commercial side we're not able to resolve those claims prior to the assessment roll being set. So there is an actual payment that has to go to a commercial property that grieves their taxes and successfully grieves those taxes, right? They have actually paid money out of pocket.

MR. PAGE: Yes.

LEGISLATOR RHOADS: Now, you're familiar with the DAF, Deferred Assessment Fund. Is the county at this point, as of 2017, just looking at 2017, have all the successful grievances been paid out of the money that was collected through the Deferred Assessment Fund?

MR. PAGE: No.

LEGISLATOR RHOADS: What additional liability in terms of bonding did the county incur in 2017 as a result of the

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successful challenges of commercial property tax grievances?

MR. PAGE: In 2017 the county didn't issue any bonds to cover current expenses, which is what this would generally be. It used a certain amount of I think just operating cash and a certain amount of fund balance to pay out cert judgements. I don't believe it actually issued any bonds for this purpose in 2017.

LEGISLATOR RHOADS: Can you tell us how much money was collected in DAF versus how much money was paid out of DAF? Or globally how much was paid out in successful commercial challenges?

MR. PAGE: I need to get that for you because I don't know of that $90 million paid out in 2017 there's a chunk of it back residential claims and there's a chunk of it that is commercial. I don't know that breakdown. How much of it was paid out of DAF? None.

One of the problems with DAF as it currently exists is that it's specific to

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individual property owners in individual years. And generally, or very often, when a property owner comes in to resolve their claims and hopefully get paid, there will be a period of time before DAF as well as DAF for a particular DAF participant property owner, and I think that we're making great progress at this point, we're certainly pushing on it, to figure out how to access the DAF piece which is funded as opposed to the prior piece which isn't and to divide them up so we can at least respond to the taxpayer to the extent they're covered by DAF and there's money in the DAF fund.

LEGISLATOR RHOADS: So at this point it's a logistical issue as to how best to access the DAF funds because that's set up on an individual tax basis.

MR. PAGE: That's a piece of it, yes. Individual taxpayer basis and it's only got the two years that it's been in existence. And much, to a considerable degree, what we resolve other than through the settlement process on residential takes

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several years to happen. So that what we're actually paying out and what we paid out in '17 is mostly for periods before DAF existed on the commercial side.

LEGISLATOR RHOADS: So on the commercial side when someone challenges their taxes and you're having a hearing on that in theory you're settling for multiple years not just one?

MR. PAGE: Generally yes.

LEGISLATOR RHOADS: And some of those years are without the DAF payment?

MR. PAGE: Yes.

LEGISLATOR RHOADS: Moving forward though, since we are in this year, on a year on year basis theoretically DAF exists to cover whatever disputed, whatever liability is created by the disputed assessment for individual properties? In other words, if somebody is just challenging 2018 --

MR. PAGE: I'm with you. We have in '18 an appropriation already there of $30 million for cert claims. The best estimate I have been able to get of how much we think we

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will be able to access DAF to make additional payments beyond that is maybe $30 million by the end of calendar '18.

LEGISLATOR RHOADS: In theory, the idea behind DAF is that there should be no operating money within the budget other than what's in DAF that would pay any disputed commercial assessment going forward. In other words, it's supposed to zero out.

MR. PAGE: That is the theory.

LEGISLATOR RHOADS: All of this is theory.

MR. PAGE: That one, yeah.

LEGISLATOR RHOADS: You would be able to get us that breakdown for next week?

MR. PAGE: Between the amount of claims paid in '17 that were on commercial and the amount on residential?

LEGISLATOR RHOADS: Yes.

MR. PAGE: Yes.

LEGISLATOR RHOADS: Thank you very much.

LEGISLATOR ABRAHAMS: Just hearing Legislator Rhoads questioning and

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obviously having an opportunity to hear from other folks in the administration, to me it becomes more clearer and this is was what I was driving at earlier. On a going forward basis, as we take the Standard Valuation Services contract under consideration, the contract would do very little in addressing the tax, I'm sorry, the debt the county would carry going forward very little. I'm understanding the debt on a going forward basis, this contract is more for the sense that we are trying to create, and I know it's been debated by Legislator Bynoe as well as others, the fairness, which we understand, in making sure that folks in all parts of the county are paying their fair share.

But in terms of taking this contract under consideration for it addressing future tax certiorari debt it does very little to do that on the residential. Now hearing from other members of the administration am I right by making that assessment? That this contract does very little to reduce the debt in the out years? Not the backlog and not

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from what's --

MR. PAGE: If you assume that the county is going to continue with the settlement process that it's been using for the last few years on residential properties -- I think when you get into how that addresses the merit property by property of a particular grievance I think it has a bunch of problems.

LEGISLATOR ABRAHAMS: I agree. What I'm saying is that assuming -- unless the administration is proposing a change to that process in resolving those cases prior to the next tax year of when those new valuations -- I'm sorry, when the new assessed values would go into implementation. Unless you're talking about a proposed change I'm assuming we are going to keep that system in place.

Under that assumption, back to my previous question.

MR. PAGE: Yes, you're right under that assumption. I think that this administration is doing it's best to achieve a fair assessment roll and certainly for this

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year we're looking to maintain the practice of prior years in not landing ourselves with a big liability for residential properties that haven't been settled before the final roll. So we stay on the pattern of what we've done.

I think that the question of whether we get delayed on the new assessment roll and time passes and whether we can really continue to hold on to the settlement practice for residentials that we've had for the last few years, whether that's really sustainable I think is an open question. I can't answer it. I'm not comfortable we can stay there.

LEGISLATOR ABRAHAMS: I just want to make sure as we take the next few weeks as we are considering these contracts and I'm glad Legislator Rhoads he actually asked some of the questions I was going to ask in regard to the commercial side. I just want to make sure as we engage in a process to evaluate these contracts that we are taking them into consideration of what the expectation would be of what we plan to see from these contracts.

I would hate to have any of our

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members or the public believe that by considering these contracts, I'm sorry, contract as it pertains to the residential side, that we would be reducing our liability. Because when I have my forums I talk about the liability to the county. But generally I focus that liability on the backlog and then on the commercial. I usually do not talk about it from the residential standpoint. So I don't want the public to think they are generating taxing liability by them grieving their taxes and they're contributing to the problem.

Which, in essence, this contract in itself does not address -- would not curtail any liability because the liability on the residential end does not exist to the magnitude we've seen in the past. That's all I was trying to drive at.

MR. PAGE: I think that's right at this time. The question of whether the current practice is sustainable going forward I think is open.

LEGISLATOR NICOLELLO: Legislator

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Walker has a question.

LEGISLATOR WALKER: I would just like to know if we moved ahead with these contracts what would be the margin of error between an actual assessment of each property than going with the modeling and moving forward with these contracts as they stand now?

MR. PAGE: What would be the margin of error?

LEGISLATOR WALKER: In other words, I don't want to see us move forward in this direction only to find that down the road we didn't do an actual assessment of each property. That we find ourselves in a similar situation not far down the road where everyone is grieving their taxes and continues as they continue to grieve every year anyway but find us in that same situation where they're over assessed. We're really not accomplishing what we want to accomplish.

MR. PAGE: I think that there's absolutely no question that going forward with these contracts and taking advantage of the

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work that they've already done and adding the incremental piece that we're asking for now will give us an assessment roll which is far better than what we're living with right now.

In a perfect world would we take more time and resources to try to sort of get the last incremental piece in terms of making this accurate? We probably would. But we're not living in a perfect world.

As time passes we are continuing to tax people on a valuation pattern that basically doesn't make sense in many cases. It causes a tremendous volume of grievances that we have. Just in their number it's very hard to respond to them reasonably one by one.

At the end of the day assessment, you know, what is a property worth? If I sell my house to you this afternoon and we're all set, money changes hands, by tonight I'm going to be thinking I should have asked for more because it closed. And you're probably going to be thinking I paid too much. I could have gotten it for less if I pushed him harder.

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The reason I say that is this question of valuing a given property, what is the market value, it's a very imperfect enterprise at best. And maybe with more time and resources this could be done better than the admittedly accelerated effort that we're doing with these contractors. But we think we will be in a much better place than we are now with their work product. As a practical matter, that's what we're trying to do for the county as quickly as we are able.

LEGISLATOR RHOADS: Mr. Page, this may be better answered by Mr. Smith or one of the vendors. I think the point that we're trying to drive at is obviously this is an inexact science. When you take two houses that are right next to each other, myself and my neighbor's house, we're not looking at necessarily what's inside the house. We could have the same number of bedrooms, same number of bathrooms, same square footage. But my neighbor's house the bathrooms may be fully updated and the kitchen may be fully updated and the basement is finished. Whereas, in

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mine I haven't touched the house in 20 years. You will never be able to tell the difference between the two and they'll probably wind up being valued close to or at the same.

There has to be with the system we have now an idea of what our margin of error is in terms of the difference between what we value a home at and what it's actual market value might be versus using modeling technology. Maybe the answer is there is no answer. But at least we want to make sure we get something with respect to the question.

How confident are the vendors in the modeling technology that it is equal to, better than doing a direct assessment? Or is it simply a cost factor? A direct valuation of each property.

MR. PAGE: You need to hear from them. I think generally in assessment challenges there are some jurisdictions that have a range of maybe five percent up and down. So if you come in challenging and you're within that band then the tax levying district has that as a defense. Just as one

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straw in the wind in terms of margins that people recognize here.

MR. PEYSNER: Good afternoon. Neil Peysner representing Standard Valuation Services. Good afternoon Presiding Officer and members of the committee.

I would like to try to address this question. Although I'm not a statistician, it's very important that we get the numbers and values as fair as possible. That's the bottom line. That's the end goal that we are trying to achieve here. But we're not doing this in a vacuum. That's why earlier in the discussion today we talked about ORPS, Office of Real Property Tax Services. They are involved in every step of the way as well. They're going to test the numbers to make sure that they're within certain statistical guidelines. And their CODs, PRDs. I'm not going to go into what those statistics mean, but we've applied them because we have a modeler on staff, who is an extraordinary modeler, a top notch statistician, mathematician and we felt having him on our

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team was the most appropriate thing to do.

Again, the numbers aren't just sent out randomly. There's a lot of statistical analysis that goes into them and there are certain guidelines that ORPS has for certain municipalities of certain types and certain types of properties. Certainly if you have a homogeneous community, homogeneous neighborhood, you would expect a certain kind of results to fall within a very narrow guideline. As you deal with more complex areas there are guidelines that apply to that as well.

As we are trying to say, probably within ten percent plus or minus is within acceptable guidelines. And that's how you judge the success of a revaluation. It's all tested by statistics. It's not a comparison between one neighbor and another. It's the overall statistics of the entire unit, the entire municipality. It's tested by ORPS. It's tested by us before we even consider applying those numbers to the general population. If you want to follow-up I will

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do my best.

LEGISLATOR RHOADS: I appreciate your answer and I'm satisfied with your answer.

LEGISLATOR ABRAHAMS: I have a question for you but just want to I don't know if it's Mr. Page or Mr. Chiara come back up. I have a question in regards to the out years of future grievances. Do we believe that if we undertake these contracts that we would see a reduction in the amount of people grieving on both the residential and commercial end? And also, would we see a reduction in the amount of cases that are unfavorable for the county?

MR. PAGE: Unfavorable? I think yes and yes in the long run. I think we would couple the new assessment roll with thinking hard about our settlement policies and defense. We would hope that the roll was much more defendable on the county's side. Whether that will -- in the long run you're looking to have your taxpayers have more confidence that the roll is fair so that they don't grieve as

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much. How do you get there from here? How quickly can you expect to get there from here? Are you really going to change the culture in the first year that you have a new assessment roll? Not so clear. But over time it should be yes and yes to your questions.

LEGISLATOR ABRAHAMS: I guess my next question is for Mr. Peysner. Obviously coming from your background of being an expert in this field, and the county has debated the potential executive order for six and 20, but coming from your practice, and I understand no one up here wants to see any taxpayer, regardless of where they live, be hit with a tax bill that jumps up and that's the reason why the administration is even discussing the potential of a six and 20.

But that being said, if you had your opportunity to reduce future liability, future debt for the county, I understand you're not a member of the administration, would the practice be to basically just fix, if it was possible, fix the system by basically just in essence blowing it up or is

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the best way to phase it in over a period of time? Which I would believe if we phase it in over a period of time in some of the cases where the market values are so much lower, as in the case that Legislator Bynoe brought up, are so much lower than where they should be tax liability firms will still have the ability to grieve those taxes because our system is still in flux.

Then when you add in factors of market values changing over a period of time, just in the last five years we've all seen our home properties spike up a little bit, go down a little bit, it seems like it's a constant moving target. To rely on, even though I think there is some merit in looking at a six and 20, by it prolonging us actually getting an accurate assessment does it hurt us from the standpoint point of being able to have an accurate assessment in the fastest way possible so we reduce the potential liability of allowing taxing certiorari firms from continuing to get clients to grieve their taxes. I would like your opinion. It was a

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long-winded question and statement.

MR. PEYSNER: You're making very good points. We are charged with having very fair values and making sure it's fair across the board. Once you start applying different policy issues it's really beyond my expertise. I can see the good in doing it one way and I can also see the positives in another way. I'd rather have John Chiara just talk about this and I'll try to follow up the best I can.

LEGISLATOR ABRAHAMS: Thank you Neil.

MR. CHIARA: Again, the approach that the administration has taken is a balancing between the last -- the inequities and the indefensible tax roll that we currently have and moving forward so there can be a fairness for all taxpayers. Again, it's a balance the administration has taken.

LEGISLATOR ABRAHAMS: I think there is tremendous merit in what you're trying to do. I'm not arguing against what you're trying to do. What I'm asking is in

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that effort to achieve fairness in the way you are trying to achieve it in the form of a six and 20 does that hurt the county from future potential liability because we don't have our system being corrected as fast as it could? That's what I'm driving at.

MR. CHIARA: I think when the administration, again, some members of the staff of the legislature have been part of it, when the administration has taken this approach they heard voices from SVS, from Haberman and we feel this is the best approach we can take in order to achieve a tentative roll in January '19. If the county doesn't get a tentative roll in 2019 we're in a much more challenging fiscal place. First because we're pushing out, as Mr. Page said, pushing out the financial issues even further into the future into the unknowing.

Obviously we all understand the continuous pattern of bonding out our debt has created so many challenging issues for every community. And when you bond out the debt all taxpayers are paying for it. It is all

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these -- I don't know if I'm not addressing it -- but it's all these issues that have led to this balanced approach to moving forward. Because where we are right now if we have to continue to defend a roll that is indefensible we'll have to, on the residential side, we'll have to continue -- be forced to settle. I'm not speaking for the county attorney's office but be forced to have to settle. No matter what, we won't have an option to defend is where we are right now.

On the commercial side we'll continue to have years in the future that we don't have good values and will be seeing massive refunds.

LEGISLATOR ABRAHAMS: I agree with you that if you proceed with the current format it could do that. But my ultimate question is that, using the analogy if you had a dilapidated house that bad plumbing, asbestos, several issues with it, it seems by taking the analogy of the six and 20 we would do the plumbing this year and then three years down the road we'll address the flooring and

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maybe down the road after address that some of the electricity and electric issues.

Or the perspective could be let's just knock down the house and start over. Though it would be a culture shock and I'm not advocating for this one bit, but I need accurate information to make a proper decision. It would be a culture shock to many of our residents if they saw their taxes jumped up. But at the same time, and this is what I'm trying to drive at, would it give us a more accurate system faster which reduces the level of grievances as well as the level of opportunity for the county to lose in unfavorable cases faster is what I'm driving at. Does it do that faster if we do something similar to what Legislator Bynoe has been referring?

MR. CHIARA: Right now if you look, again, if you just look at the past several years we've seen, as the residents of Nassau County's lack of belief in our assessment system, we've seen the dramatic increases by, I don't know, ten, 20, 30

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percent year after year of challenges.

I think to answer part of your question, based on a system that I think everyone, including the administration, is giving a longer opportunity for those to grieve. The administration has allowed resources to help those people grieve. Taking that sort of position where I think everyone here agrees that the system is not defensible. That system we're in leaves us no options except to continue doing what's been done for the last several years. I would say a couple years after '11 when it really became an issue. Which is we cannot take a position in court or at SCAR or at ORPS to defend our rolls.

But at the same point, no matter what happens in the future all residents of Nassau County will still have the equal opportunity to grieve their taxes based upon whether it's over assessed or whether it's unfair, whether they're being assessed at an unequal assessment to their neighbor. That still continues to be. It's what we're trying

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to strive for is a balance to get to that fair system as soon as we can so the residents of Nassau County, certain residents aren't disparately impacted by the system.

LEGISLATOR ABRAHAMS: I think we agree we both want a fair system and both want it as fast as possible. I guess that's what we will be debating over the next two weeks, how do we get to a fairer system as fast as possible. I think everyone up here would want to see a system which reduces the county's debt as it pertains to commercial as quickly as possible and also reduces the amount of unfavorable cases to the county as it pertains to the residential end. Which would in my mind, earmark the fact that we have a very accurate system if we have people, residents that are challenging and they're challenging and they're not successful. That would mark to me we are doing our job.

And though I think every resident, every taxpayer in this county has their right to grieve their taxes, we have a system where basically they should not have to grieve their

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taxes to ensure that their assessment is fair. And right now that is not the case. They have to grieve to get it to be fair and we should have a system in place where they should not have to do that. But I thank each and every one of you for your candor today.

LEGISLATOR NICOLELLO: Legislator Walker.

LEGISLATOR WALKER: Another quick question if Mr. Peysner could answer this. I'm going to use my area for example. I live in Hicksville in a Levitt home. Basically Levitt's, no basement. You know how Levitt built those I live in what is considered Levitt ranches, which is all in my development.

However, many of those Levitt homes are now blown up, pushed out, done this, done that. Some of them, very few, but some of them when they did an extension even put a basement under their extension. Whatever.

How would the assessment move forward, when you said you look at development, you look at municipality, you

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look at an area, whatever, how would you be able to tell like the difference in -- if a resident asked me okay, this new way of doing it how exactly is it done? Can you explain it to me so that the neighbor who's done all these extended things their house is one value and this house that's basically still the basic Levitt, obviously you're not seeing what's inside, but --

MR. PEYSNER: Again, the success of the revaluation and the product, which is the final values, is a function of the data that's available. So starting off, since this is a systematic review, we're not going out feet on the ground, taking pictures, taking measurements, we know all that. We're starting with the county's data.

So the county collected data over the course of many years, there's building permits that get filed, files of different information. That information we gather and that information gets gathered in our modeling system.

In addition to that, we're looking

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at sales because the sales in a particular market are going to give you your best indication of market value for a property. So, we're taking sales files of every type of property and every area, there's probably 15,000 sales or so each year. We've looked at probably five years worth of sales. Those sales are going to determine what the values are for every property type, every property size, properties with multiple bathrooms, bedrooms, fireplaces, basements, no basements. Because of the data that we have and the modeling skills that are used to develop the models, the models are going to use that data and determine what the proper value is by analyzing all those sales.

So, in essence, a house that's bigger, all other things being equal, will have a higher value than a smaller house. A house with a basement, if the model determines that the basement contributes to value that house will have more value. It's not subjective, it's very objective, with the model determining all of the various

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adjustments to properly value any type of a house, any type of amenity or difference between houses. Even as far as locational issues. If you're on a busy street or if you abut a golf course. As long as that data is collected properly in the system and it's something that we can use in the model the model will determine what the proper adjustment should be and make sure everything gets factored and valued properly.

Then there's a whole testing procedure as well. It just doesn't spit out numbers and that's the end of it. We have teams of people that review these numbers to make sure they make sense. We're going to maybe use multiple listing service and just to bounce it off to see if the values that the model is creating are accurate. And maybe look at listings because listings aren't necessarily included in the modeling process. But we will do that as part of the review process to make sure all the numbers fit in line with various communities and are accounting for all the differences in the

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amenities and differences in physical characteristics.

LEGISLATOR WALKER: Thank you.

LEGISLATOR NICOLELLO: Any other questions for Mr. Peysner? Anyone have any questions for Mr. Haberman? Thank you very much Mr. Peysner. I would just ask either Mr. Page or Mr. Chiara come back up for a moment or both.

LEGISLATOR RHOADS: I guess we've come full circle at this point and we're going to end up where we began. Obviously we started off with a statement from Jerry Laricchiuta from CSEA that he hasn't been brought into the loop on this process. At the beginning I think we have an understanding that we're going to be postponing this for a week to allow the administration to sort of get its ducks in a row and consult with and meet with the CSEA to make sure that at the very beginning of this process we're not creating another issue.

Can I have the commitment from the administration that they will be meeting with

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Jerry Laricchiuta to address the concerns that he has raised before next week so we can move forward with the process in a way that serves the taxpayers?

MR. CHIARA: Yes.

LEGISLATOR NICOLELLO: Thank you. That was it gentlemen. Thank you very much. I believe Mr. Laricchiuta wanted to speak.

MR. LARICCHIUTA: Thank you Mr. Chairman. When we first got here this morning the idea and the intent, and it remains, to see if we can work something out with the administration going forward, right? However, I just want to remind the committee that prior to the layoffs in '11 and prior to the contracts that went out under the previous county executive administration, yes, our Assessment Department was slow. We're outdated in technology. We need an severe upgrade in technology and we need a severe upgrade in staffing.

Now fast forward of course we need both even more. Technology is one of the

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reasons we are slow and the staffing is certainly a big issue. But listening to some of the testimony from both the county and the vendor, I just want to remind everybody that the system is today broke. It's not better than it was in 2011. All we did was package up thousands of rebates to people that challenged their grievances.

Mr. Chairman, I just want to say, I think there's a misunderstanding. Maybe I misunderstood you. When you said it only effects 30 percent of the property tax bill, whatever the Assessment Department comes out with and these vendors, I don't believe that's correct. Because as a personal, I only know from my personal, and I asked the two ladies that I would like for a real quick minute for you to hear them, when my taxes went up $2,600 and I thought the bank made a mistake, because they have taken out a lot more for my mortgage payment, they got back to me and said no, no your taxes went up $2,600. They actually did. $1,900 of that was school taxes. $1,900 of $2,600 was school taxes. When I called the

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assessment department they said yes, because you didn't grieve.

I want you to be clear on that. The whole tax bill it's not just the 30 percent. 16 percent of the taxes come to the county and then you have the special districts and the towns. Yes, that's about 30 percent. The other 65 percent is the schools. But that also is effected. If you don't grieve your school taxes will go up substantially.

If you don't mind. Would you mind?

LEGISLATOR NICOLELLO: Not at all. Just before you do that I think just to clarify, what I was referring to if you had one community that no one in that community challenged their taxes and you had another community, another school district, where everyone did, there's two separate school districts. So community-wide in those two extreme examples, which doesn't exist, there would be no affect on the community that did not grieve their taxes in their school taxes because that other community that does doesn't

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pay into the school district. Different circumstances.

MR. LARICCHIUTA: I do think we all agree, this committee seems to get it, that the system that we have in place today is archaic. Legislator Bynoe brought out a good point. But the issue is it's archaic because we live in a county where, and you made the point, if you don't have the resources to grieve you could have a house in an area where the values are 300,000 and pay about the same taxes if you live up north that's worth $700,000. That's a broken system. I don't believe it's broken because of the county Assessment Department. I believe it's broken because of some decisions made by the prior administration and the fact that we just threw up our hands and said here. Now who's making all the money? The attorneys that are attacking and challenging for the residents that do grieve.

So, I just want to clear the air that I'm no expert in assessment, but I think it would be important for the committee, just

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briefly, we don't want to take up a lot of your time, these two young ladies are experts in assessment. One does the modeling and they both do assessment, and I think it would be important to listen to them for a minute or two each.

LEGISLATOR NICOLELLO: Go ahead.

MS. RYAN: Hello. My name is Eileen Ryan. I'm a deputy assessor. I've been with the Department of Assessment for 23 years. I have been involved with our revals up until the time they were frozen. In the last model I did run completely by myself. We use a very similar situation as Mr. Peysner was talking about. In fact, I sat with Mr. Peysner and their modeler for an hour or two and showed them our modeling system. We do use the same statistical guidelines to demonstrate that our values are fair and equitable.

When we first did the reval we were sued by taxpayers and the judge at the time, Dana Winslow, did put a cap on the amount of residential properties that could go beyond

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the six percent. The six and 20 you're correct, that is the state law. At the time our level of assessment was 2.11. How were we going to get around that six percent and still have a fair and equitable roll? We had to lower that level of assessment that you're discussing down to one percent. Now we were back to fair and equitable law. So it's a doable thing.

The other piece that I wanted to discuss well, the economic units that they're discussing in the contract, those have already been established by Assessment Review Commission and they have been studied extensively. We certainly could review those and adopt those. So that work's been done.

As far as the other situation, the level of assessment chart that I handed out earlier, if you look at it you'll see some frozen year. 2012 was the model that I have done. You can see if you go down at the totals all the way down, you'll see our values, our total assessed values, have decreased tremendously. While on the number

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of parcels column you will see that hasn't changed much at all. This is in a rising market.

If you look at the last two columns we do have a level of assessment right now of .0025 and there's a stipulated level of assessment that's been agreed upon to settle these values and it's in a descending order. So that has decimated our assessed value. And the affect of that is to cause the tax rates to skyrocket. All of that is outside of assessment. That has nothing to do with us. That was imposed on us. So our role has been destroyed by that level of thinking. I think that's all my points.

LEGISLATOR ABRAHAMS: Ms. Ryan, thank you again for being here today. I don't know if you had a chance to understand or follow the analysis that's been put forward by the contracts that are here.

MS. RYAN: Absolutely. We do the same thing.

LEGISLATOR ABRAHAMS: I understand that's an issue that

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Mr. Laricchiuta has brought to our attention as well. However, I did want to ask you a more simple question in regards to -- and I understand the issue between the county and the CSEA, but would it be your estimation that we should go forward with something to the magnitude that's being before us today?

MS. RYAN: We need to do a reval yesterday. We're way past that. That's really impacting the inequitableness of our roll. Before you were making a point about the six and 20 rule and you were concerned that people would be blindsided by tax bills that go up. That's going on now. We have people calling up crying, saying I did nothing to my house. But because they didn't grieve they're getting the big pizza slice. We have no control over that. There's nothing we can do until we do a reval. I think everybody in this room is on that same page. We can all agree on that.

LEGISLATOR ABRAHAMS: Thank you.

MS. FRADELLA: Good afternoon. My name is Vicky Fradella. I'm a residential

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field assessor. I'm not going to say too much because Eileen touched on everything. What I do want to say is there are two things I noticed that I believe are our biggest issues that this contract really isn't going to resolve. That is the level of assessment issue, which we can all see it doesn't address.

And also there was a statement made that we were going to use the data that we currently have in place to bring forward a new roll. We are approximately four years behind on property collection. Mostly because of the slow down and the lack of staffing.

A reassessment is not going to correct the incorrect data. Somebody asked about a basement versus a non-basement. I live in a Levittown as well. I'm one of those people that have a basement. I'm using myself as an example. I grieve every year. So I have a much lower assessed value and a much lower tax bill then my neighbor who has no assessment, about 500 square feet less than me and is paying $16,000 a year for a house that

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is extraordinary smaller than mine. The contracts don't address that. They don't address the level of assessment issue. They don't address the staffing issue and they don't address the data collection portion.

But we do have in place a sales team that collects the data regularly and validates those sales. We do have in place a data collection staff. Although it has been diminished through the last administration. We do have in place models and a system for collecting the data and running a reval. So I'm not entirely sure what the point of the contract is.

LEGISLATOR NICOLELLO: Mr. Peysner, I was wondering the backlog and data collection how do we overcome that?

MR. PEYSNER: I can't speak for the Assessment Department. I know they have teams in place to try to do their best with collecting data, stay on top of data. I don't know for certain how far behind they are. They are behind. They are somewhat behind in their sales verification process. But they're

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behind. But we have as much data as we have and as much up to date data as they can provide to us. I can't speak for the department on what they --

LEGISLATOR NICOLELLO: No, no. My point was how do you compensate for that apparent lack of information because the data collection is behind? How do you compensate in establishing values based on this systematic review?

MR. PEYSNER: The data that's provided to us that is the only data that we can use basically. We do have building permit files and we're trying to match up building permits with the property files so we have a complete database of inventory for properties.

There's always going to be, as we said before, it's a moving target. Properties are changing on a daily basis. There has to be a cut off time when we can look at data and apply the models and apply what we need to do to go forward. But that very next day things are changing again. We think we have the best

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available. Again, it all gets tested against ratio and other sales. I think at the end of the day the values and the end result are going to prove that they're within statistical measures and it's a reasonable valuation.

LEGISLATOR NICOLELLO: Kevan had a question.

LEGISLATOR ABRAHAMS: My question was, I think the chairman answered one of my question in regards to -- because obviously hearing how data is collected and how it's used, I wanted to ensure that we weren't building a model or a systematic review that uses stale data for lack of a better term. But I did have a question -- I'm sorry ma'am, can you tell my your name?

MS. FRADELLA: Vicky Fradella.

LEGISLATOR ABRAHAMS: You mentioned quite a bit -- obviously we understand this because I don't think Mr. Peysner or Standard Valuation or Michael Haberman claimed that their contract did anything in regards to LOA. You mentioned a couple of times that these contracts do

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anything to address the LOA. I understand, I know there are policymakers in the county and they're in charge of making sure they're encouraging and pushing policy. But would it be your estimation that in order to truly achieve fairness in the fastest and most appropriate way we have to take under consideration the LOA with some level of systematic review?

MS. FRADELLA: Absolutely. I think until we have an equal level of assessment for properties that are grieved and properties that aren't grieved we're not going to reach a fair and equitable roll.

LEGISLATOR ABRAHAMS: Thank you so much Vicky.

MR. LARICCHIUTA: Thank you Mr. Nicolello, Mr. Abrahams, Rules Committee. I just want to make sure that I impress upon you, I don't want you to take this as this is just a union issue because we do that in the grievance room with arbitrators. This is not. This has been a systemic long-term issue and it's really about yes, my assessors in the

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Assessment Department but it's about getting it done and getting it done right.

Eventually we know we have to work something out. If the county executive wants to really get rolling in 2018 she's going to have to work something out with this union contractually in order to allow these contracts, which violate our contract, to go forward. Something is going to have to be worked out.

On the bigger scheme it's not about unionism. I'm not here as a dock worker. We're here to say look, we tried it the other way for seven or eight years. It's broken today worse than it every was. Let's resupply the staff at the assessment department office. Let's see if we can work something out with the county executive. Then starting next year or whatever we want to make sure that Nassau County residents are treated fairly, taxed properly and it's all done in-house. We don't need to have contractors and vendors when we have an Assessment Department. And if it were not for the

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layoffs in 2011 we wouldn't be having this conversation today and we wouldn't be in this archaic system with two houses next to each other having 20 percent difference in property tax.

So anyway, thank you again for your time. I really do appreciate it and we look forward to meeting soon.

LEGISLATOR NICOLELLO: Thank you Jerry. I think everyone up here, everyone in this room, understands we have to put more resources into the Assessment Department both in terms of personnel and in terms of technology. We understand that the Assessment Department is about half of what it was. Republican, Democrat, whoever we are, we know that has to go on going forward. We can do whatever we do this year to get the values closer to where they should be. But again, it's an ongoing process and the year after that and the year after that if we don't put the resources in we'll just find ourselves back in the same place. Thank you.

Any other questions?

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LEGISLATOR RHOADS: One follow-up issue based on Ms. Fradella's testimony. We are about four years behind on the information that we I guess updating the system through the building department and bringing those changes and incorporating those within our valuation system. I know the presiding officer had asked if there was a mechanism by which the vendor was going to account for that. I do want to draw to the attention of the administration that that's kind of a big issue. If you're behind four years behind on data collection you're going to need to bring that up to speed in order to get your valuations right. I don't want to go through this process, I don't want to spend all this money, I don't want to go through a reevaluation of how it is that we assess our properties and at the end the day we're putting these folks in the position of having to start off with inaccurate data that's behind and ineffective. There's got to be some sort of solution, whether it's with this contract, whether it's additional staffing to

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help with the backlog but something's got to be done to make sure that the values we're putting into the system are accurate. Otherwise the values that come out of the system are never going to be accurate.

LEGISLATOR NICOLELLO: I think we're good. Is there any other discussion or questions among the legislators? Is there any public comment?

MS. MEREDAY: Meta Mereday, Baldwin resident. I'm just concerned again with regard to how these decisions are going to be documented moving forward. Where is the overall reporting process as it pertains to the success so that residents, those of us who are still living here and trying to address the increasing number of zombie homes in our neighborhoods and communities, where is the overall benchmarking or oversight that's going to give us some level of protection?

Because there has been some of us that have been before this body to address the rising issue with regard to the property assessment. So whether we talk about inside

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workers or outside contractors this is still a very big hole that you're still looking at the same and diminishing number of people to try to address.

Unfortunately, Nassau County is becoming such the butt of unnecessary, I wouldn't say unnecessary but sad commentary. Just looking at a recent Newsday editorial in the cartoon section where they have the cartoon about the pothole season is here again and they're actually doing cannonballs. So if we look at the situation with our roads and infrastructure and marry that to what is happening in this whole property assessment, there is some serious concerns as we once again are looking at someone outside that we are paying and committing tax dollars to to address this issue.

I think I would have to agree with the previous speaker as to the employees that we are bringing in for these various positions having the credibility and the experience and the expertise to help for the long term. Because we're not putting our best foot

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forward because a lot of our residents are fleeing. And that particularly is impactful for me working in the veteran space because now I have to introduce myself to the new sheriff in Suffolk County to make sure I can postpone the eviction processes that will be impacting a new set of veterans and seniors in the community.

I'm hoping that there is true oversight as we look at this down the road to make sure that the money that then money that is being expended for this work is actually going to be done and that there is going to be some true reporting to the taxpayers and the residents as to what has been accomplished. Because we're just churning in the same boat. And to have to see something like this in Newsday along with having to duck and dodge the bad roads that are all over Nassau County it really is starting to get very telling and it's sad. Thank you.

LEGISLATOR NICOLELLO: Thank you. Legislator Bynoe.

LEGISLATOR BYNOE: Just one

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moment. I just wanted to echo the sentiments of Legislator Rhoads and request that if there's any information to be provided to the legislative body regarding the stale data that is presumably going to be used to move forward and have a plan to adjust for that we want to make sure we have that information as well. My fear is that we're building a house on a faulty foundation and it's going to crumble and we have to start out on good footing. Thank you.

LEGISLATOR NICOLELLO: Legislator Rhoads makes a motion to table. Seconded by Minority Leader Abrahams. All in favor of tabling signify by saying aye. Those opposed? Carries unanimously. The item is tabled. I'm going to put this committee in recess once again. Thank you.

(TIME NOTED: 1:49 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary Public in and for the State of New York, do hereby certify:

THAT the foregoing is a true and accurate transcript of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto set my hand this seventh day of March 2018

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

FULL LEGISLATIVE COMMITTEE

RICHARD NICOLELLO,
Presiding Officer

1550 Franklin Avenue
Mineola, New York

Monday, February 26, 2018
1:15 P.M.

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

RICHARD NICOLELLO,
Presiding Officer

HOWARD KOPEL,
Alternate Deputy Presiding Officer

DENISE FORD, Alt. Deputy Presiding Officer

STEVEN RHOADS

DEBRA MULE

C. WILLIAM GAYLOR III

VINCENT MUSCARELLA

ELLEN BIRNBAUM

LAURA SCHAEFER

THOMAS MCKEVITT

KEVAN ABRAHAMS,
Minority Leader

ROSE MARIE WALKER

JOHN FERRETTI, JR.

JOSHUA LAFAZAN (Not present)

ARNOLD DRUCKER

JAMES KENNEDY

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

SIELA BYNOE

MICHAEL PULITZER,
Clerk of the Legislature

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CHAIRMAN NICOLELLO: I would invite my colleagues to join us on the dais, please.

(Whereupon, the Pledge of Allegiance was recited.)

CHAIRMAN NICOLELLO: Thank you. Before you all have a seat, if you would please rise again. I would like to have a moment of silence for a number of things unfortunately. For the victims of the school shooting in Parkland, Florida, for New Hyde Park Village Trustee Don Barbieri who died suddenly on Friday, and for Leah Kazinski, 16 years old, who died in a go-kart accident, daughter, granddaughter, brother of a New Hyde Park fire fighter. Please, a moment of silence.

(A moment of silence was observed.)

CHAIRMAN NICOLELLO: Thank you Clerk, would you call the roll, please?

CLERK PULITZER: Thank you. Roll call. Deputy Presiding Officer Howard

Full Legislature/2-26-18

Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Alternate Deputy Presiding Officer Denise Ford?

LEGISLATOR FORD: Here.

CLERK PULITZER: Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Legislator Debra Mule?

LEGISLATOR MULE: Here.

CLERK PULITZER: Legislator C. William Gaylor III?

LEGISLATOR GAYLOR: Present.

CLERK PULITZER: Legislator Vincent Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK PULITZER: Legislator Ellen Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK PULITZER: Legislator Delia

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DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Legislator James Kennedy?

LEGISLATOR KENNEDY: Here.

CLERK PULITZER: Legislator Thomas McKevitt?

LEGISLATOR MCKEVITT: Here.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Legislator John Ferretti, Jr.?

LEGISLATOR FERRETTI: Here.

CLERK PULITZER: Legislator Arnold Drucker?

LEGISLATOR DRUCKER: Here.

CLERK PULITZER: Legislator Rosemarie Walker?

LEGISLATOR WALKER: Here.

CLERK PULITZER: Legislator Joshua Lafazan? He's not here.

Legislator Steven Rhoads?

Full Legislature/2-26-18

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Presiding Officer Richard Nicolello?

CHAIRMAN NICOLELLO: Here.

CLERK PULITZER: We have a quorum, sir.

CHAIRMAN NICOLELLO: Thank you. We are going to take things a little bit out of order today to consider something that's of importance to I think most of the people in this room which is the approval of the nomination of Commissioner Ryder and then, immediately following that, will be the actual installation of our new commissioner.

So I would like to call Item 20 which is a resolution confirming the appointment of County Executive of Patrick J. Ryder to the position of Commissioner of Police.

LEGISLATOR FORD: So moved.

LEGISLATOR RHOADS: Second.

Full Legislature/2-26-18

CHAIRMAN NICOLELLO: Moved by Legislator Ford, seconded by Legislator Rhoads. Commissioner, would you like to approach the mike?

ACTING COMMISSIONER RYDER: Good afternoon all; Presiding Officer, Minority Presiding Officer, and all of our legislators.

As you know, it's been a long time getting here for this police department. Nassau County Police Department has had an acting commissioner for the last four years. I was given the honor to take over in July when Commissioner Krumpter moved on.

We have done an outstanding job, and when I say "we" I mean the men and women that sit to my right that work for me every single day, 24 hours a day and for the people of Nassau County.

We have done a great job meaning all of you that have supported us in law enforcement to go forward in doing that.

We are in a very good place in

the police department right now. We have moved forward in a lot of great programs, our crime has ended down again last year. We are doing very well this year.

Our overtime was cut by almost $20 million last year. We are going at it the same way this year but never ever are we doing anything to affect the safety and security of 1.3 million people that live in this county. That is our number one priority.

We are continuing to make changes in security, recently, in some of the county buildings that we have as early as of today.

But with every good deed comes problems and things that we need, hurdles to overcome. And managing our budget, and working together with our partners both on the state and local and federal agencies, our newly named and nominated commissioner out in Suffolk County, Geraldine Hart, a great partner and good person in law enforcement.

We will continue to move those

things in the right direction.

I am going to kind of jump into something and get it addressed now and hopefully it will answer some of your questions.

There are questions about my employment that I had an outside business called Real Time Intelligence Service Limited. I started in 2010 because I am a teacher by trade. That's what I love to do. I teach at our community college. I taught at Dowling. I sit on the advisory board for Farmingdale College and I was asked by the State Department to teach outside the state of New York for the state department to foreign governments like Egypt and Israel and Pakistan and Tajikistan.

I took on that responsibility on my own time. I did it with my own equipment and I did it with a Power Point that my lovely wife helped me prepare because I'm not that good at the Intel stuff.

I did that on my own and these companies that I dealt with in a short time

I was doing it would not have any business or connectivity to Nassau County that I'm aware of or that I can research and find.

I would never ever drag the good name of this county and get myself involved in those types of situations.

The second part was a letter that came in this weekend accusing me of sexually harassing female employees in the police department. That letter went to all of you as legislators.

I sit here today and I will tell you as my wife of 28 years, my three sisters, and my 18 year old daughter who is being live streamed from college, I did not and would not ever degrade a woman. Ever.

I was brought up -- and there's two parts of me, my personal life which I was taught to respect and treat all people equal and fairly. That's what my parents brought me up as.

And then there's my police life, where I'm taught to be a professional and remember the job that you were given at hand

take it on and do it the right way by the people of Nassau County. I have always done that. And if I didn't follow those rules, my mother would jump out of the grave and kick me in the butt.

I'm here to tell you that none of these accusations are true, and it was investigated this past weekend I believe you all found the findings that it is not true.

I thank the County Executive for giving me this opportunity, for giving me the opportunity to stand here and run that investigation down.

I would also like to thank a few people before we go into the questions and one is my wife who also went through hell this weekend because of this allegation.

I stand by her. I stand by my family and I stand by the best dam police department in the country, the Nassau County Police Department that sits here, and it is here today.

I have been a cop for 34 years. I'm in my 35th year, I have done nothing but

give 110 percent to the job that I love.

The people in this county expect perfection and we will go for that. We may not get there but along the way we will grab excellence and we will be the best police department moving forward. This is the kind of way we do it. It's 24/7 for me. My phone never shuts off and I think every one of you have known that I'm accessible to any one of you at any time for your constituents because I am graced and blessed that I work for this great county and also blessed that the people in this great county pay my salary and looks over me and wants the best and that's what I'm here to do.

So, again, I'm prepared for the questions and I know I will answer them truthfully and honestly.

CHAIRMAN NICOLELLO: Thank you for your remarks, Commissioner. I was contacted by the County Executive over the weekend.

She did mention that they had undertaken an investigation by an outside

entity, that there was a thorough investigation and that there was -- the allegations were completely unfounded. As a matter of fact, factually, there was no support of any of the facts alleged. So we are taking that under consideration.

I've also been informed with respect to your outside income that in fact you did everything right when you went and did what you have been doing for the last few years, you crossed your Ts, dotted your Is. There are no conflicts. We have been reassured about that.

Every one I spoke to about you said nothing but positive things and as evidenced by the outpouring in this room you are a cop's cop.

Our dealings with you over the last few months you have been responsive. You have been unafraid to make commitments and see those commitments through.

You have a can-do attitude, you have been proactive. We are very pleased with how you have behaved and your

performance over the last few months.

If your performance continues that way, you will make one of the best commissioners that we have had. Any questions?

CHAIRMAN NICOLELLO: Legislator Ford.

LEGISLATOR FORD: Thank you very much. Good afternoon. As chairwoman of the Public Safety Committee, I look forward to working with you and I know that we will be well served by your being our Police Commissioner.

I know the members of the police department, both the men and women respect you and admire you. You have the same respect and admiration from the legislators that sit her.

I have to say you are an honest guy because I was in your class at the civilian police academy, and I told you, like after the first class that I sat in with your teaching us so many things that I came over to you the next night and I said,

I hope your wife doesn't mind me saying, I fell totally in love with you. Because I thought that you are that good of a person.

But in all seriousness, I have to say that I do not doubt your integrity and I do not doubt your character.

I think that it's wonderful that you're willing to undertake and accept this nomination and lead such a fine police department. I think we are all in good hands because of you and I thank you.

ACTING COMMISSIONER RYDER: Thank you.

CHAIRMAN NICOLELLO: Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Presiding Officer Nicolello.

How are you, Commissioner Ryder?

ACTING COMMISSIONER RYDER: Good. Good.

LEGISLATOR ABRAHAMS: I can concur with Presiding Officer Nicolello as well as our Public Safety Chair Denise Ford. In the time my office has had an opportunity

to work with you, it's been a breath of fresh air and, from our standpoint, we look forward to being able to work with you in the future.

That being said, it's unfortunate in any case where we have to deal with some of the negativity, the cloud that exists that you had brought up in regards to the outside business and the claims of sexual harassment.

This should be a day where we talk about how we make Nassau County better, how we hear about your vision, how you can elaborate on how you are going to make taxpayers safer in this century. I think from that standpoint, that's what we should be talking about.

We had received the same call from the County Executive in regards to an investigation in regards to the claims and allegations. The County Executive I believe, just for the record, we're going to bring someone from the county attorney here to just establish it for record but not

speaking out of the turn, we believe that the claims that have been made against you in regards to the sexual harassment are fabricated, unsubstantiated, and from our standpoint should not preclude you from moving forward as a police commissioner in the police department.

That being said, in regards to the business you established, which according to your testimony you had talked about it being Real Time Services Limited, can you establish for the record when that business was established and how that tied into, if any, with your position in the county and what title you held in the county?

ACTING COMMISSIONER RYDER: So I was the commanding officer of the asset forfeiture and intelligence unit. It was in 2010 when I was asked by the state department if I would go down and teach to foreign countries about how we can police better law enforcement matters.

I formed a corporation. I went

down to the University of Maryland. I spoke on several occasions to Tajikistan, Pakistan Egypt, Israel, and South Africa.

At those times I was paid for my services. I would go down in one day in my vehicle on my day off and come back that same day. Those services went into the corporation account, which I pay my taxes regularly.

LEGISLATOR ABRAHAMS: And not paid by the county, right?

ACTING COMMISSIONER RYDER: Not a dime or resources came from the county?

LEGISLATOR ABRAHAMS: On your own car, you used your own vehicle, did not overstay in any type of hotel expenses, drove down and came back all on your own dime?

ACTING COMMISSIONER RYDER: That's correct, sir.

LEGISLATOR ABRAHAMS: The business that was established, it's still established today?

ACTING COMMISSIONER RYDER: That

is correct, it's been dormant since June of 2016.

LEGISLATOR ABRAHAMS: Would you have any concern or problem with basically closing that business effective upon your appointment today?

ACTING COMMISSIONER RYDER: No problem, I will do that.

LEGISLATOR ABRAHAMS: Dissolving I should say.

COMMISSIONER RYDER: Yes.

LEGISLATOR ABRAHAMS: Good to hear. I have no further questions in regards to the business but I believe our county attorney is here Mr. Kasschau.

MR. KASSCHAU: Good afternoon members of the Legislature.

LEGISLATOR ABRAHAMS: How are you, Mr. County Attorney?

MR. KASSCHAU: I'm doing very well. Thank you.

LEGISLATOR ABRAHAMS: Just to clear the air, because I think more importantly we allow the Commissioner to

start under the auspices of not having any clouds, there was an allegation that was made that referenced sexual harassment that was done by the Commissioner I guess some time this year or within the last two months.

Can you elaborate on the investigation that the administration has conducted in that matter?

MR. KASSCHAU: Certainly. The administration of course takes allegations of sexual harassment very seriously. There was an investigation conducted shortly after these allegations were brought to light.

The investigation was wide ranging, as wide ranging as the information that was provided and the allegations themselves.

The administration ran the investigation to ground. We had outside counsel review the allegations and interview certain individuals and determined that the allegations were unfounded and meritless and recommended that the county close its

investigation which it has.

LEGISLATOR ABRAHAMS: Good. Good. From that standpoint, the investigation was conducted over what period of time?

MR. KASSCHAU: Well, by way of background, I don't know if this had come out in earlier testimony, this information was made -- I think sent to each one of the legislators on Friday around 8:30 in the evening. So the investigation was conducted over this weekend.

LEGISLATOR ABRAHAMS: And you feel based off of that limited amount of time you feel comfortable in saying that you have conducted an investigation that has been able to uncover the pitfalls, for lack of a better term, that could have existed in, what I'm trying to say, you conducted an investigation that has given you enough time to come to the conclusion that you have today?

MR. KASSCHAU: I do, and it was run to ground, all of the witnesses that

were interviewed and outside counsel had made that recommendation, yes.

LEGISLATOR ABRAHAMS: Now, just to ask you, in regards to the business entity which I believe you also seeked an opinion from counsel for the Board of Ethics; am I correct in saying that?

MR. KASSCHAU: That's correct.

LEGISLATOR ABRAHAMS: That's Mr. Steve Leventhal?

MR. KASSCHAU: That's correct.

LEGISLATOR ABRAHAMS: In that opinion it talked about the fact that based off of Commissioner Ryder's accounts, basically he has not violated any ethics in Nassau County?

MR. KASSCHAU: That's correct. And Commissioner Ryder when he opened this business off the required approvals, he wasn't acting commissioner at that time. This was prior to that date.

The counsel for the Board of Ethics ran an opinion finding that there was no prohibited conflict of interest.

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LEGISLATOR ABRAHAMS: And you are satisfied with Mr. Leventhal's account of the situation and, for lack of a better term, the investigation or report he has furnished?

MR. KASSCHAU: I am.

LEGISLATOR ABRAHAMS: I don't have anything further, Mr. Presiding Officer.

At this time I do want to take the opportunity to wish Commissioner Ryder well. The Commissioner as well as the public, please do not take our questions as anything more than just trying to do our due diligence, but, more importantly, I truly believe it will give you the removal of any potential doubt or cloud that could exist and we wish you nothing but the best because we need you to be at your best in order to provide the taxpayers the best and strongest public safety that you can provide.

I'm happy to extend our warm welcome to you as well.

ACTING COMMISSIONER RYDER: Thank

you, sir.

CHAIRMAN NICOLELLO: Is there any other questions or discussion among the legislators? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I just want you to know we are really looking forward to a clean start for all of Nassau County and we see you as a key component of that and we weren't trying to be hard on you but we want to show everyone that we are coming out of the gates full speed.

I also want to say, I don't know if people know this, but Commissioner Ryder was part of a Toys for Tots drive which raised the largest amount of toys in the nation, 55,000 from what I hear.

He loaded the trucks and talked to the people. I saw you in action and I was extremely impressed and we are very lucky to have you. Good luck.

ACTING COMMISSIONER RYDER: Thank you.

LEGISLATOR ABRAHAMS: Just a follow-up, nothing to do with what I was

asking about before. I talked about this a little earlier in my opening statement.

Today should be more about hearing your vision and I know in working with you you have tremendous administrative skills that I think you should elaborate on why you believe it will make you an effective Commissioner as well.

ACTING COMMISSIONER RYDER: So for the last two months, I have been like a caged lion. I need to go, I need to run. I need to do what the people of Nassau County pay me to do.

Thursday we will be rolling out our opiate crisis on how we're going to address it. Next week we will be rolling out our social media platform.

As you can see by the people behind me, I have rabbis, I have people from the Five Towns area and to the Great Neck area.

I have reached out to everybody in this county as much as I can and when we roll out our community counsels, which

again, with the Assistant Commissioner Casas we will be able to get a further reach into these communities. That's what it's all about.

We are supposed to be all things to all people. In policing, if we sit behind -- sit in the ivory tower, we are not addressing the needs of the people.

We are getting out there, these inspectors that sit there work tirelessly to get out there and address their community. I will continue to do the same.

We are going after opiates. We are going after our gangs, which last we came in the lowest amount of homicides in this county in over 25 years. And we are still reducing and going after those numbers. 30 years of lowest crime -- 30 percent of the lowest crime.

We're going after these issues. We are addressing them. But the most important thing is that I need to keep the dialogue open between all of you that sit here, your constituents and the people in

Nassau County that I'm paid to protect and serve. That's my intent.

LEGISLATOR ABRAHAMS: Commissioner, I think I can speak for everybody in this room, your tenacity and how you will vigorously go after what we believe is a crisis in this county and country in regards to opiates.

I'm glad to hear you be very candid in regards to going after that and I think I speak for all 19 members up here that we look forward to working with you.

Can you just elaborate a little bit more on the community councils and how that will be structured?

ACTING COMMISSIONER RYDER: So there are 19 community councils. Each one of those community councils will have anywhere from seven to 10, and they've grown to 12 in some of the districts and it's understandable by the size of the district.

Those people, those individuals have an executive committee council number. That person will be the point person within

that community council. They will report to Commissioner Casas who will report to me.

We will start, I think it's in two weeks, we will be having our first swearing in, if you will, of our executive members of the councils. All of those council members, most of them are chosen by the legislators.

You are the people that represent the district. I am the person that works for you.

You are pulling those people into the table. I'm bringing some people to the table. And the County Executive obviously is having some choices at that table.

Once we bring them in, we will have a further reach. They will have a direct line, even though we are meeting quarterly, we will have a direct line every single day, 24/7 into our department.

If there's an issue that needs to be DPW addressed, obviously it will go to the legislators and back down to where it needs to go.

But if it's a policing matter, we will again consult with all of you here so you will always be in the loop of what's out there and then go after the issue and fix it and start fixing problems more timely. More actionable. Not waiting until it gets worse. That's the idea of OD mapping. That's the idea of social media and that is the idea of our community councils. That reach and addressing problems as quickly as we can.

LEGISLATOR ABRAHAMS: Sounds good. Commissioner, I hate to put you on any particular hot spot, but one of the issues that's very important to one of our legislators is the Sixth Precinct, and obviously we are not looking for any conclusionary response today, but we truly believe that that precinct should be opened or reopened, and fully staffed.

What is your commitment or what response can you make to this legislative body in regard to the Sixth Precinct?

ACTING COMMISSIONER RYDER: My

job is to prepare. My job is to be ready to move in and do what I need to do in time.

The County Executive tells me to go, we go. We are prepared at this time. We've already started to do improvements on the building. We're working down in the basement area. We have other capital projects that we have already met with DPW that need to be addressed in that building.

But if you told me to go tomorrow, we can have it up and running within a week.

It always effects staffing and it always affects budget, but that's my problem and I have to deal with that and I will find a way to deal with it.

Our problem is to make all of you, the issue up there is that we make sure that our people are satisfied in Nassau County. My responsibility is make it work and that's my intent.

LEGISLATOR ABRAHAMS: Thank you. Legislator Birnbaum is clapping. Last but not least, obviously if you could summarize

to the best of your ability some of the largest challenges that you look to face in 2018 and beyond as Commissioner assuming confirmation today.

ACTING COMMISSIONER RYDER: The largest obviously from the crime side is our opioid and gang issues that we have here in Nassau County.

I think we addressed it fairly well last year. I think we can do better this year. I know we can.

We just graduated 167 recruits so that also ties into our energetic young cops out there doing the right thing day in and day out for the people of Nassau County.

With those 167 come the biggest issues which is the budget. How we manage our people. That's our job and that's our responsibility.

The commanders that sit to my right all of them have been addressing that issue on a daily basis.

I can't tell you the amount of work that goes into patrolling, not to make

sure we don't ever jeopardize safety and security, but we make sure we do it efficiently and effectively so that the people of Nassau County are getting exactly what they pay for. We're teaching our cops to put a smile on their face and go out and do their job. There's no negativity that will come from my police department. It's not.

We are going to go forward with a positive attitude for next 12 months and, at the end, I'm positive when I stand here at the end of the year given your returns, you will see the work that we have done.

LEGISLATOR ABRAHAMS: Good. Commissioner, I know your reach is not just limited to the police department; your reach goes out to reaching out to our school districts, our community based organizations, our religious institutions.

Obviously seeing what's happened in this country over the last ten days, what are some of your ideas in terms of outreach to some of our school districts in regard to

what happened in Parkland?

ACTING COMMISSIONER RYDER: We immediately, that morning, reached out to the County Executive.

My job is first to make sure she is addressed so she can address all of you. I immediately gave you up to speed if there's a nexus to here in Nassau County. If there's not, we still have to prepare for the worst. That's what we do in law enforcement.

We are currently rolling out the RAV that is going out. We're in 109 buildings. There's 56 school districts but there's 450 buildings within those school districts. We are in 109 of those buildings. 19 are going online this week. Again, there's was a break so it slowed things down.

The objective when we get more RAV into those schools, and, again, we have done active shooter training with the schools. Our chief of patrol just ran it through Northwell Hospital. We are

constantly going out and assessing our synagogues, our churches and private schools so we can show them what they can do to better prepare. It's called CPTED, it's called Crime Prevention Through Environmental Design. We go out there and prepare those with lighting and improved signage or anything that needs to be done that we can better police them.

Then on top of it we train with the active shooter and then we roll our technology like our apps and our camera access.

LEGISLATOR ABRAHAMS: Good. Good to hear. Presiding Officer, I have nothing further.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR RHOADS: Thank you, Mr. Presiding Officer. Pat, I just wanted to say -- I have no questions for you. I just wanted to congratulate you.

Commissioner Ryder is a Wantagh guy, I grew up in Wantagh but the thing I

love most about Commissioner Ryder, even though he hails from Wantagh, he is as much a Hicksville guy as he is a Wantagh guy. He's as much a Roosevelt guy as he is a Wantagh guy. As much a Glen Cove guy as he is a Wantagh guy.

I never met someone with a passion and a dedication to serve the people of Nassau County as this Commissioner.

I was incredibly pleased when you became the Acting Commissioner under the last administration, even more pleased that you will have the opportunity to lead I think the greatest police department in the country for hopefully a long time to come.

And I think there are a few people that are sort of universally well liked particularly here in Mineola. Commissioner Ryder seems to be one of those people because he relates to people and he's willing to get his hands dirty and willing to do the hard work. He's willing to do the work that his own members send out to do. He not going to ask you in the department to

do something he wouldn't do himself.

We recently had in our district a community issue that affected probably about three or four blocks down in south Wantagh, had a community council meeting.

I called up the Commissioner. I asked if there was an opportunity for us to get somebody down there from the police department. His response was I'll be there myself. That's the kind of guy that he is. Needed a crossing guard outside of Saint Barnabus school. Called up the Commissioner because we're short on crossing guards.

He said, I will take care of it even if I have to be there myself to cross the kids and I know that he would. Because that's the kind of dedication and commitment that he has to the people of Nassau County.

I'm so happy and so looking forward to the opportunity to work with you. I wish you the best of luck and God speed in leading our department and helping make the lives of the people of Nassau County better. Congratulations, Commissioner.

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ACTING COMMISSIONER RYDER: Thank you very much.

CHAIRMAN NICOLELLO: Legislator Bynoe then Legislator Kopel and Legislator Gaylor and then Legislator Drucker.

LEGISLATOR BYNOE: Good afternoon, Commissioner.

ACTING COMMISSIONER RYDER: Good afternoon.

LEGISLATOR BYNOE: So it is indeed my pleasure to be a part of this body who will address your appointment.

I am already a big fan of your work. We've worked closely when you were assistant to Acting Commissioner Krumpter on many different community initiatives in terms of technology. We were able to bring in the villages and incorporate their needs into our platform and I think that was phenomenal.

I can remember asking for a license plate reader in one of the locations in my district and within that afternoon it was up.

So your expedient, always accessible to the point that we were able to have a two hour conversation on a Sunday about community and police relations and, you know, that's something that's very important to me.

I have integrated police into many of the activities that I hold in my community because it is a concern.

So today I'm fortunate to be the host of a group of young people that have come out of Westbury high school, the Prosper Group. If you guys would just stand quickly?

These young men and women were here today and we held somewhat of a mock legislative session and during that session a lot of questions revolved around the policing.

So they have real thought out questions and it's something that's important to them.

We talked about that council on the phone for two hours on a Sunday night.

One thing that didn't come to my mind during that conversation that was evident to me today is that I will appoint a young person to that council because their voice is vitally important.

I know the experience they will have through that council will bring us that much closer to where we want to be in terms of our community and police relations. I know you are the right man for that.

I walked a parade with you and the people on the sidelines were all yelling out Ryder Ryder. These are every day regular citizens who know you because you policed that environment with the heart of the people.

I thank you for your service and I congratulate you in advance.

ACTING COMMISSIONER RYDER: Thank you.

CHAIRMAN NICOLELLO: Legislator Kopel.

LEGISLATOR KOPEL: Commissioner, I just wanted to add my congratulations to

all the others that you have already received and I couldn't be more delighted.

I can tell you that from my own experience that the responsiveness has been just wonderful and the level of commitment and the sustained level of energy -- you're not just a one month wonder here.

Since you started it has been just a revelation. I really enjoy the fact that in my communities that I represent, it's a real pleasure to get compliments about the police instead of complaints, to see that things are addressed as they happen, as they are needed.

I just have one question for you though. You have done a fine job so far on the overtime. I would love to hear if you can tell us what your plans are in the future on the overtime issue.

ACTING COMMISSIONER RYDER: We met with the budget office twice already. We are looking at some projects on how we can reduce the overtime.

Again, we don't know the unknown.

We never know what's going to pop up and cause an extra expenditure.

What we do know our is staffing levels. As I spoke to the budget director, he also agreed. Our head count has to remain where it is.

It was 1,519 last year. It's 1,499 is the head count, budget number now. We are still under that by 60 and that includes the 60 that are in the police academy.

We have projections with putting the class, again, with the county exec's and this board's approval, we are putting a class in in April of another 60. That will get me in the head count. If we get to the head count, I can manage my people. If I manage my people I can reduce overtime.

The cops in this county want to do their job and want to do it right.

They give 110 percent. These accolades I get here is because of the men and women that sit to my right and in the back of this room. They do it every day.

They drive those cars and get those compliments that you talk about.

That's my job to make sure they're doing theirs and make we'll make sure we manage that budget and get it to where it has to be.

LEGISLATOR KOPEL: Thank you. I can say I agree with you fully that the accolades go to all the men and women in uniform but leadership counts. Thanks.

ACTING COMMISSIONER RYDER: Thank you, sir.

CHAIRMAN NICOLELLO: Legislator Gaylor and then Legislator Drucker.

LEGISLATOR GAYLOR: First I want to say congratulations, Commissioner Ryder. There is no dispute in my mind what kind of guy you are, you are a Lynbrook guy, born and raised in Lynbrook. You have quite an extensive family that still resides in Lynbrook.

But on behalf of all the Lynbrook residents, of our district and community that surrounds you that knows you, knows

your family, knew your mother, we are very proud of you today. We wish you all the best. Keep doing what you've been doing. I know you won't let us down. God bless you.

ACTING COMMISSIONER RYDER: Thank you, sir.

LEGISLATOR DRUCKER: Thank you, Commissioner. I guess having to echo all of these sentiment would be foolish, so I'm not going to try.

But I will say that in typical Pat Ryder fashion, you confronted these spurious allegations over the weekend and handled it with grace and dignity and forthrightness. I wasn't surprised by that. It was typical for you.

I've gotten to know you over the pass couple of months and although you hail from the South Shore, us legislators from the north shore feel the same allegiance that you have and the same commitment that you have towards residents all over this county.

You have demonstrated to me that

you are taking the police department to a new level; cutting edge innovative ideas, your community, your Commissioner's Council is another idea that's going to be great.

One thing that's always impressed me was that you're not only dealing with us as legislators, you deal with particular constituents and I have been to meetings where you talk to people as if you are a regular beat cop. That is something you never lost sight of and it's so refreshing because I've gotten feedback from people in my community that we have a Commissioner who is able to roll up his sleeves and not afraid to sit and talk to people with a myriad of problems and you do that.

I think that our county and our police department is going in the right direction with you at the helm.

I'm excited for you to be our Commissioner. I guess judging by the number of people in this room today that your confirmation is not really in doubt I guess.

But, nevertheless, I'm excited to

have you and you have always been responsive to me personally and I have had a number of opportunities where I've spoken to you over the weekend and you have answered my calls and texts right away. That's something that I have never experienced before and it's very refreshing to me.

So I wish you the best of luck as well.

ACTING COMMISSIONER RYDER: Thank you, sir.

CHAIRMAN NICOLELLO: Is there any other discussions among the legislators?

(No verbal response.)

Any public comment?

MS. GOTTNER: Susan Gottner, director of the Nassau County New York Civil Liberties Union.

Good afternoon, I'm here today to mark the occasion of Commissioner Ryder's induction as the Nassau County Police Commissioner.

While I congratulate him on his promotion, I ask that you as the county

Legislature play a robust oversight roll over the law enforcement power over the executive branch.

I ask this for several reasons. Number one, Commissioner Ryder is making key decisions concerning the safety of our county.

I refer specifically to the fact that he has cooperating with Ice in honoring unconstitutional warrants. This undermines trust and is making us all less safe not more.

Number two Commissioner Ryder loves data which means he is a data collector. In policing, this is done through surveillance which requires robust oversight.

Concerning immigration, while cooperating with ice is tauted as a way to keep us all safer, it is in fact having the opposite effect.

There are two very distinct issues here. They are intentionally conflated to demonize immigrants.

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This first relates to non criminal undocumented people.

The second is identifying and removing criminal MS 13 gang members. These are separate issues.

The reason they are separate is because many of the people who have been here from other countries are here because they themselves are fleeing from MS 13.

The intentional and repeated rhetorical device of melding MS 13 and the word immigrant is specifically meant to create a generalized public fear and thus support for public policy against all undocumented people.

So, in effect, public policy is being driven by public relations messaging. This is no way to govern.

Why is cooperating with ice less safe? Because when people don't trust the police, they stop reporting crime including MS 13 crime. They also stop acting as witnesses and view anyone with a uniform or authority as suspect and suspicious and will

not go near them.

Myself and my partners work closely with immigrant communities and we know they are afraid. They are afraid to report domestic violence and violent crimes and in general act as witnesses.

The District Attorney's Office has repeatedly said that no one who reports crimes or acts as witnesses will ever be asked their status, while they may mean that they can't be naive enough to think that people will trust the DA's office while the police are cooperating with Ice. People don't make that distinction.

I encourage you to ask the DA's office for their hotline numbers this year as compared to last year.

Importantly, Nassau County residents need to know and hear clearly the authority's cooperation with ice is making us all less safe by undermining trust. Less safe, not more safe, and, as they would have you believe, the current practices give the authorities less information, not more.

They keep more real criminals, not less, in our neighborhoods.

Cities all around the country are not cooperating with ice.

CHAIRMAN NICOLELLO: Please sum up.

MS. GOTTNER: Regarding data collection and surveillance equipment, if you don't know the gadgets that the Commissioner is using to police, you should get to know them and do robust oversight over what they are, ask if there are policies around the surveillance that's being done in Nassau County. Find out what is being done. Thank you for your time and please take your oversight responsibility seriously.

CHAIRMAN NICOLELLO: Thank you for your remarks.

I can say that individually and collectively we will all be exercising robust oversight, as we always have, it's one of our most important priorities.

With respect to ice, at least

speaking for the majority, we urge you in the strongest possible terms to continue to cooperate with ice as with every other federal agency to continue to keep our county safe.

ACTING COMMISSIONER RYDER: If I may just comment. The most important part was left out of that conversation just now was that I have met with them more than probably any other Commissioner has.

I have kept the dialogue going. We work closely to make sure we do get some results when we leave the room, and, yeah, I love data but nobody goes through more painstaking lengths to make sure we stay under the laws of this country.

We do not violate any laws when we collect that data. We look at numbers. And for defending my men and women of this police department, 365,000 car stops a year. Over 40 arrests a day. Over 3,000 field stops. Over 100,000 calls for service, and complaints .5 that come against my department.

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So I commend them for the professionalism and their patience. We work closely with ice but under the rule of law. And as I had numerous conversations, when the law changes, we will work with the law when it changes but that is the way we do it now. Thank you.

MS. GOTTNER: If I may rebut this?

CHAIRMAN NICOLELLO: There is no rebuttal. Is there any other public comment?

MS. MEREDAY: Meta Mereday, Baldwin resident. I, too, have worked with Commissioner Ryder and I look forward to working with him. I'm encouraged by the robust discussion that's taking place in this body for those of you who do know and the number of people that are standing room only behind me who don't know, there are issues that are impacting our communities that have not been addressed, or not been addressed successfully.

So I'm hoping that this body

which is responsible for the budgets and many of the decisions that the Commissioner has to operate under is given the tools to do that.

I heard there was mention with regard to the Sixth Precinct, well, let's talk about the Fifth Precinct.

Fortunately, there were those who stood before this body in years past that fought for the First Precinct which for those officers that had to suffer in that facility for so many years. We stood up to this body to make sure that that was taken care of.

You can't just put all the responsibility on the Commissioner if you yourselves as our elected officials are not doing your job.

And, as I stand here today, for those of you who know, that I can consistently advocate for the unmet needs of our veterans, and I'm glad that we have some of our veterans sitting here today, I have a letter from a veteran who is facing

foreclosure in Bayville.

Now it's up to you to decide how we can better police those types of resources so that our officers and our sheriff's department does not have to go and take this man who lost his wife five years ago for fighting for his home in his facility.

So, overall, I appreciate the fact that you are going through this process but we need to make sure that our officers and these young men and women sitting here grow up to represent the diversity that we need sitting on this side of the room.

Let's work together, let's better utilize our tax earned dollars because we have residents, both residents, particularly our veterans, both young and old who are leaving this county in droves.

I urge the residents that are sitting in this room today don't just leave after this confirmation process is over. The real work of this body is going to be done where your money is going to be

incorporated into areas that you may not want to see later in Newsday when it comes out with investigations, scandals, and conspiracies.

So let's do a better job for our veterans, for our young people and for the tax payers who are living in fear just in general because they too can be facing this an 72 hour notice that I have been fighting for this veteran and for many others. Thank you.

CHAIRMAN NICOLELLO: Thank you, Ms. Mereday. I'm now going to call the question. All in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

Congratulations Commissioner Ryder.

All right. We are going to continue with the business of Legislature. My understanding is the County Executive -- I'm not sure what she's going to be

arranging for the terms of the swearing in. We understand she does not want to do it here.

I'm not sure where you're going, Commissioner. Is there someone here from the administration? Can you give us some direction? I think there's a lot of people waiting to find out where to go.

There is going to be a slight change. We will do top cops right after this. This is Black History Month obviously throughout our country in February and we pause to remember and recognize the extraordinary accomplishments and contributions that African Americans have made to our society.

It has been said that we must never forget that black history is American history. The achievements of African Americans have contributed to our nation's greatness.

Today we pause to recognize two African-American leaders who have contributed so much to this wonderful county

and our nation. Who wants to go first, Kevan or Denise?

LEGISLATOR FORD: Good afternoon, everybody. I'm pleased to introduce our nominee and that woman for Black History Month and also in a way a woman of distinction, Annisa Demore. I know she's probably somewhere in the crowd. If you want to stand up here. You were hidden by all the cameras.

Ms. Demore has served as a full time member of the communications faculty at Nassau Community College since 1996. Ms. Demore also served as a dean of social and behavior sciences managing seven academic developments.

Currently she is president of academic senate which is a great achievement.

She has a commitment to education issues and is as advocate for students, veterans, and students with special needs. Annisa has also focused on women's issues. She serves as a member of various

organizations which focuses on mentoring and providing transitional housing for our at risk women and children and she's a member of the NAACP Freeport, Roosevelt chapter.

In 2015, Annisa was elected the first African-American woman to the Long Beach City Council. She has distinguished herself as a bridge builder by working with many in the various neighborhoods. She's an articulate and inspirational speaker who is able to get her message across to all regardless of social, economic and racial considerations.

Her strength and fortitude is evident in the way she continues to carry herself despite the fact that when she won with the greatest number of votes in the 2015 election, she was denied her rightful place as president in the -- as the president of the Long Beach City Council.

For decades, the policy in Long Beach had been that whoever gained the most votes would assume the position of City Council President.

Dozens of men achieved this and when it is Ms. Demore's opportunity, the policy was abandoned and she was denied her rightful place.

She continues to work on behalf of her constituents and strives for fairness for all. There is a lot that I can say about because Annisa because I am in awe of all of your accomplishments and everything that you have done for all of us.

I am proud of the accomplishments and proud of your dedication and your commitment to service but I'm even prouder that I can call you my friend. Ladies and gentlemen, Annisa Demore.

MS. DEMORE: Am I permitted to give thanks? First I would like to thank my Legislator Denise Ford and also I would like to thank this entire august body.

I will just say this, I have had the opportunity to serve at Nassau Community College for over 23 years.

I was actually the first African-American to be a part of the

communications department, and then shortly after I became the first to chair the communications department and then from there I moved into the dean position. Again, making the first, and now last year on the first of academic senate. So all of these things make me proud, but, most of all, when my students come into the classroom, that's the most rewarding thing for me and I will leave you the words when we celebrate Black History Month for the great Nelson Mandela that education is the most powerful tool that we have to transform minds.

So it is always an honor and pleasure to really serve all of the students and welcome them into my classroom. Many students who obviously are a part of this county.

So I am grateful for this opportunity and I will continue to work to serve our students who deserve so much more.

I thank the Legislature for supporting Nassau Community College. We

can't do this without your support and, on a yearly basis, you continue to support us and we will continue to do what we do and that is to provide a quality education for all of our Nassau County residents. So I just want to again say thanks.

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. Ms. Beatrice, affectionately known as B. Bailey, please approach the podium.

I have the honor of suggesting B. Bailey as the honoree for our caucus and it was with great deliberation that I came to this choice. B. Bailey has served her community well.

B has served as the president of the NAACP. She is a former trustee of the board of Saint Pauls AME church and she is currently and a library board trustee for the last 17 years.

I say former to many of these things in so much as B. Bailey is retiring

out of these positions to move to Maryland and she will be missed because her labor has not been in vain.

Her number one commitment has been to equip the youth with pride, integrity and purpose and a sense of self worth. She has done that. She has done that very well.

As president of the NAACP, her main focus was to cultivate the youth and bring back into fruition -- sorry, the NAACP Lake View Youth Council as well as the Axel program.

That Axel program takes young people across the country to highlight and showcase their talents and gifts.

Not only has B done that for the people of Lake View but other NAACP organizations that do not have an Axel component, she has taken those young people along with her as well. They have traveled the United States and they have competed and won many many different honors and awards.

She has also served as a

president of the Tanglewood Civic Association.

One of the things that did was to move the library from the Tanglewood estate and bring it into the main hub of the community right on Woodfield Road where there was an older school established. They have refurbished that library. If you are ever in that area it is breathtaking. It has quaint little nooks and crannies so the kids can sit and read and actually receive information through different programs that the library allows to use the library for those purposes.

So the library is still in the phase of building. Most recently they were able to build out their second floor and equip the space with a lot of equipment and, again, another space for the community to use.

So, B, your work to evident. It is evident and it's very much appreciative. We will miss you in Lake View and the surrounding areas and we wish you well.

You said something the other day at the NAACP luncheon where President Hazel Dukes has said, it's not about the date you were born and the date you will leave this place, it's what you have done with the dash. Apparently you heard her and you made that a point to live that out.

So your dash is well served and so please enjoy your time in Maryland and at this time I turn the mike over to you to share any sentiments you would like.

MS. BAILEY: I'm honored and thankful for this award and I'm really especially grateful that it comes from my favorite legislator, Siela Bynoe, who is very accessible and has participated from day one from within the community. That's sad to say rare that we have people that come into our community and actually ask us what we want. So I'm especially grateful for that.

Just a side note, the school that the library moved into, it was the former Woodfield Road school, the colored school.

We didn't repurpose the library. It's still a foundation for education and we are proud of them. Very proud of that. That school was closed during desegregation. So we brought it back to its original purpose which is education and it's helping our young folks which is close to my heart.

I would love to see more diversity here as well. I will continue where ever I go to strive for better communities and better opportunities for our children. I thank you again. I'm so grateful. Thank you.

CHAIRMAN NICOLELLO: I think I would like to invite them up here, if that's all right, invite Beatrice and Annisa up here as well as the County Executive who I think is the room and we will then, after that, we will be proceeding to the swearing in.

I invite Commissioner Ryder and his family if they would like to join us in the well area here which is where we will be having the installation.

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COUNTY EXECUTIVE CURRAN: I (state your name).

ACTING COMMISSIONER RYDER: I Patrick Ryder.

COUNTY EXECUTIVE CURRAN: Do solemnly swear.

ACTING COMMISSIONER RYDER: Do solemnly swear.

COUNTY EXECUTIVE CURRAN: That I will support the Constitution of the United States.

ACTING COMMISSIONER RYDER: That I will support the Constitution of the United States.

COUNTY EXECUTIVE CURRAN: The Constitution of the State of New York.

ACTING COMMISSIONER RYDER: The Constitution of the State of New York.

COUNTY EXECUTIVE CURRAN: The Nassau County Charter.

ACTING COMMISSIONER RYDER: The Nassau County Charter.

COUNTY EXECUTIVE CURRAN: And the Rules and Regulations of the Police

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Department County of Nassau.

ACTING COMMISSIONER RYDER: Of the Police Department County of Nassau

COUNTY EXECUTIVE CURRAN: And that I will faithfully discharge the duties of my office.

ACTING COMMISSIONER RYDER: And that I will faithfully discharge the duties of my office.

COUNTY EXECUTIVE CURRAN: According to the best of my ability.

ACTING COMMISSIONER RYDER: According to the best of my ability.

COUNTY EXECUTIVE CURRAN: Congratulations Commissioner Ryder.

COMMISSIONER RYDER: Thank you.

CHAIRMAN NICOLELLO: As is tradition at the Legislature at our Full Leg Legislative meetings and on a monthly basis, we honor Nassau County's top cops.

Ladies an gentleman, it's a wonderful tradition that we have to honor our top cops each month to recognize members of law enforcement for their skills courage

and professionalism that made have made and continue to make Nassau County the safest largest suburban county in the country.

Today we are going to be recognizing top cops as well as the top detectives and I would invite up to start things off Jimmy McDermott the President of the Nassau County PBA.

MR. MCDERMOTT: Good afternoon everyone. I want to thank the Legislature once again for honoring our top cops every month. I have one question, where is Tajikistan, I don't think it's a country. I think he made it up. I think before he can be confirmed he has to spell it.

I also want to salute you on a fine selection. He is a good man. You saw it on display here. He will do good things along with the unions. I promise you that.

I'm doing top cops for February of 2018. On New Year's Eve Fifth Precinct Officers Steven Martucci, Jason Smith, Anthony Degregorio along with Police Medic Brian Ferrucci responded to an aided case in

Elmont.

When they arrived there they met with Michelle Lewis who was nine months pregnant. They did a quick assessment and determination that they couldn't get her to the hospital and the baby was going to be born there.

They worked together with the police medic and ensured the baby's safe arrival into the world and because of their professionalism, the officers and medics were happy to report that the baby, stay with me, Nevaeh Lewis, Nevaeh is heaven spelt backwards. She entered the world at 7:34 p.m. on New Year's Eve weighing in at 7 pounds 4 ounces. I wanted to thank the guys again. Good work.

COMMISSIONER RYDER: So what we just went through, I can't spell Tajikistan, but what we just went through is exactly why I'm here. It's the men and women of this police department. They proudly serve the Nassau County people every single day, 24/7. They are the best police department in the

country hands down and I'm proud to be part of it and I congratulate them on a nice job. Thank you.

CHAIRMAN NICOLELLO: We congratulate you also. Also we recognize acts of courage and acts of bravery, I can tell you in this case you probably had skills you didn't know you had and for some of up here we probably would have passed out. I don't know if anyone wants to come to the mike and say a few words.

MR. MCDERMOTT: They are young and humble. Thank you very much.

LEGISLATOR FORD: I, too, just want to say I think it took a lot of courage to be able to go through this delivery. I'm sure it's something that you never expected to do and I know with all the training, the excellent training you get in the police academy, something like this you can never really prepare for and I think you probably helped, you brought a little baby Nevaeh in, and I'm sure her mother truly appreciates your support and your help and everything

you did.

Commissioner Ryder, now we can honestly say, Commissioner Ryder, for your first official act in honoring our top cops. It truly is a remarkable day. I thank each and every single one of you.

MR. MCDERMOTT: Thank you.

CHAIRMAN NICOLELLO: We also honor each month our top detectives and I would invite to the podium president the DAI John Wighaus.

MR. WIGHAUS: Thank you. Good afternoon. I'm John Wighaus, president of the Nassau County Detectives Association.

I would like to thank Presiding Officer Nicolello, Minority Leader Abrahams and the Full Legislative body for confirming Commissioner Ryder today and also for taking the time out to honor one of our detectives, Detective Anthony Chico.

During the four month period, the first squad receives numerous cases pertaining to a rental scam.

The victims reported seeing

advertisements at various business in the Uniondale and Hempstead area for a rental house located at 418 Locust Avenue in Uniondale.

When they contacted the listed number on the advertisement, the interaction involved meeting with the subjects providing a small sum of money as a form of security deposit and/or first month's rent.

When it became time for the victims to move into the apartment, the victims were unable to contact the subjects because the cell numbers provided were now out of service and the subjects also provided numerous fake names to the assorted victims.

Using all the investigative tools available to him, Detective Chico successful identified and arrested the subjects responsible for their scheme to defraud the innocent victims; as a result seven cases were closed with these arrests.

These subjects will no longer be able to pray upon the unsuspecting Nassau

County residents.

Again, I would like to thank the Full Legislature for your continued support of the Nassau County Police Department.

CHAIRMAN NICOLELLO: Thank you, president Wighaus. I want to congratulate and thank Detective Chico. It's so often that these scams and these types of things prey on the most vulnerable in our society.

It's so rewarding and outstanding that you were able to apprehend these individuals that were pulling this scam.

Congratulations and thank you.

MR. WIGHAUS: Thank you.

LEGISLATOR ABRAHAMS: John, I want to take the opportunity to thank you you and Detective Chica for your work and obviously bringing these great stories about how we are protecting Nassau County residents obviously this happening in my first legislative district, the residents of district one thank you tremendously.

I know you don't do it for the thank yous or for the recognition, you do it

because it's your job and you do it because you're good at it. So we thank you for continuing to protect us and obviously we look forward to congratulating you here on the dais today as well. Thank you again.

CHAIRMAN NICOLELLO: I apologize to all of you who are waiting for the main calendar, especially our veterans, we had a lot of extraordinary things happening today.

I'm going to jump into the calendar at this time to call an item. There are a number of you who have been waiting patiently for us.

It's Item 22, Resolution 25 of 2018. It's a resolution requiring the County of Nassau Police Department to note the resolution requiring the Nassau County Police Department to notate an arrestee's veteran status on police reports and all other documents associated with the veteran's arrest.

LEGISLATOR GAYLOR: So moved.

LEGISLATOR FERRETTI: Second.

CHAIRMAN NICOLELLO: Moved by

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Legislator Gaylor, seconded by Legislator Ferretti. That item is before the committee. Legislator Gaylor or Ferretti, do either of you want to take the lead on this?

LEGISLATOR FERRETTI: Thank you, Presiding Officer Nicolello.

First of all, I would like to thank all of the veterans who are here to in support of this legislation.

Special thanks to Director Esposito for the hard work you have done for our veterans.

This bill is a very important bill. We have to ensure that the resources that are currently dedicated to our veterans are being utilized, and that's what the intent of this bill is.

This bill will require the police department to inquire upon any minor offense to inquire as to whether the person is a veteran, and if you are indicate so on the arrest report by putting a checkmark in a box indicating that the person being

arrested is a veteran.

This will allow us to direct that person to the veterans treatment court where they can receive the proper treatment that they deserve.

Just as an example: A veteran in my district was arrested for a minor offense and he was locked up overnight for opening a can of beer in a 7-11. This is the kind of offense where the veteran should have been directed to the treatment court so we can get them the help they deserve, that they need, that they are entitled to under the law. That's what this bill is going to address. It's going to ensure that the veterans get the treatment they are entitled to. I'm happy to sponsor it. Thank you.

LEGISLATOR GAYLOR: Thank you, Presiding Officer. As Legislator Ferretti indicated, this is a bill to identify early on those that have some form of military service or veteran status.

This bill will then provide some visibility as to their status as that person

who was arrested, that veteran who was arrested proceeds to the criminal justice system.

It will help them and their attorneys make themselves available of the resources that are available to them at the district court including the veterans treatment court.

So this is early identification of veterans status at the onset of an arrest.

I would also like to take this opportunity to thank and to note that the Nassau County Bar Association has issued a letter in support of this bill also and we thank the bar association for their continued support in that regard.

CHAIRMAN NICOLELLO: We have with us Mr. Leventhal who is the president of the bar association, so Mr. Leventhal if you would like to say a few words.

MR. LEVENTHAL: Mr. Presiding Officer and honorable members, it is my honor today to address you in my capacity as

president of the Nassau County Bar Association.

The Criminal Justice System is a blunt instrument for social change. It is in the normal course reactive and punitive rather than preventive and remedial.

Today we have an opportunity to sharpen that instrument and make it a tool for addressing the social issues that for our veterans sometimes lead to arrest.

These issues often have their roots in the sacrifices that those veterans made in defense of our nation.

The Nassau County Bar Association applauds your efforts to repay those sacrifices with compassion and enlightenment. The adoption of this resolution will not only serve veterans in desperate need, but will also serve the community in deterring recidivism.

The bar association by unanimous vote of its board of directors has endorsed the proposed resolution that is before you today.

Therefore, on behalf of the 4,500 members of the association, I respectfully recommend the resolution of adoption.

CHAIRMAN NICOLELLO: Thank you. I also have a copy of the letter that was submitted on behalf of the Nassau County Bar Association and we will make that part of the record. Hand it over to the clerk.

Do any other legislators have any comments or questions or discussion?

(No verbal response.)

Hearing none, I'm going to open it up to the public. Does anyone want to speak with respect to this bill?

MR. MCFEE: Hello. My name is Dan McFee and I'm the commander of the Veterans of Foreign War of Long Beach New York.

When I returned from combat in Vietnam, my uncle, Thomas Dowd brought me into the VFW. I'm glad to see his daughter today as a successful Nassau County legislator.

This is not about me or him or

the VFW even. We all know and he was a retired detective, would tell you the same thing, people who go to prison for anything usually do not end up successful because it leaves a mark upon you and your record and going to try to get a city job or at that time at least was an automatic failure. You were not getting it.

Everybody knows that young people do silly things. Myself and my comrades here are all in our '70s, if you are going to ask us to go on an ambush in the middle of the night, we will all be looking at each other and say, who wants to go?

Young people go, all right, they pick up their rifle and they go. They come home and do something silly. They had too much to drink. They got into a fight.

When I was a young guy and you did something silly the police would take your car keys away, say I'm leaving them in the veterans hall or come pick them up tomorrow. Those things don't exist anymore. Today there are eyes watching eyes. Making

sure that everything, the I's are dotted and the Ts are crossed.

I'm hoping here today, and I'm sure it is going to happen that Nassau County is going to protect our veterans because many of them are in need.

When you go into the military, especially if there's a war going on, they don't look too much to see what your record was before; whether you graduated from college; whether you graduated from high school. The need for soldiers in combat supersedes everything.

When the wars are going down and there are too many people in the military all of a sudden it becomes two years of college, you know? That's all great going in.

But coming out are some of those same men that they took in who are not prepared for life or adulthood.

I'm hoping today that Nassau County will take that big step and hopefully move even further in the future to protect

these young veterans.

Because if you get locked up, chances are you're going to get locked up again somewhere because you are going to have something against you, you're not going to be able to get that job, not be able to get that housing, looked upon in society as another crazy veteran.

You people have the power to protect those men and women. I hope you use it today. Thank you.

CHAIRMAN NICOLELLO: Thank you.

MR. ESPOSITO: As you all know I'm very shy and I really don't like to speak. Ralph Esposito, I'm the director of Veterans Services of Nassau County.

We've come a long way in this county since I have taken office and I am so proud of our veterans court and our mentors we established at that court which is going on right now that I should be down there speaking with them, which I will in a little bit.

But I want to thank you all for

the 70,000 veterans that this county has. This really means a lot and it means a lot of all my comrades, myself, and I want to thank you all, you have all been kind to us. You are always there for us. Thank you all. God bless you all and have a great day.

CHAIRMAN NICOLELLO: Is there any other public comment?

MS. MEREDAY: Meta Mereday, Baldwin resident. Advocate for veterans and I too support this endeavor but as I stated in the previous discussion under the Rules Committee, it's hopeful that this is just a start that we will actively build upon to provide the resources again that our veterans need, that our veteran services director Ralph Esposito needs, and all those veterans that are assembled here and the families and the communities that they represent so that we can provide proactive as well as reactive services for our veterans both old, young, male, female, et cetera.

We need to work together. We

need to better utilize our funding resources to build up the veterans services agencies, incorporate our public and private sector resources so we can do a better job, so that we don't have to increase the number of mentors but we can work towards addressing the zombie homes and to keep our veterans from leaving here and making sure that our veterans who have been here continue to stay here and have all the services they need.

So I thank you for taking this step but we need to take many more steps, reactivate and to fund programs like the Veteran Owned Business Act that's still sitting on the books but we need to get the resources to build the clearing house to build that base to provide the opportunities, the employment opportunities, and the business opportunity for our service disabled and veteran owned businesses. Thank you.

CHAIRMAN NICOLELLO: Thank you. Any other public comment?

MR. SCHMITT: Hello. My name is

Matthew Schmitt. I'm going to say thank you for letting me speak today.

Just part of the police department, we actually just formed a new organization in the police department called the Nassau Police Veterans Association.

I want to tell we approve of this bill to go past for many reasons. We see both sides of it. We are police officers and are veterans.

For the veteran side, there are many times where there's guys dealing with PTSD or dealing with other issues, and they have a uniform on and they don't want to show that they have these issues.

Fortunately, a lot of times when they get arrested they're at their bottom. When they're at their bottom, they need somebody to help them out or reach out where this will do it because on the bottom now, when you check that veteran box or however it's going to be notated, somebody is going to come to them and say, hey, listen, is everything okay? Why did this happen?

Sometimes that's all it takes to help somebody out because a lot of times I know for example because I went through it myself because I served over in Iraq, I had my issues.

It took me a long time to realize to come out and say I had an issue. A lot of guys don't want to do it, especially young guys coming back.

Not only it's not only just the young guys, it is also older generations too, when it comes down to the fact, it's not going to just come out, it's going to eventually gradually because things bring it out.

I want to thank you for supporting the veterans. If anybody has any questions or need support also, as an organization, we are here to help anybody community wise. Please reach out to us as veterans and also as police officers.

Thank you very much.

CHAIRMAN NICOLELLO: Thank you. Is there any public comment?

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(No verbal response.)

Hearing none, all in favor of this item signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

It carries unanimously. Well done.

For those of you who have come for public comment, I apologize it's a little bit of an extraordinary day with the police Commissioner, his confirmation, and his installation here. So there's been somewhat of a delay.

We will start off with Mr. Pete Gaffney.

MR. GAFFNEY: Good afternoon. My name is Pete Gaffney, Westbury, New York.

Basically I have been attending many of these Nassau County Legislative meetings and the open comments. I continue to ask for community policing.

The reason for this is basically drivers today, they are out of control, all

shapes, sizes, young, old, men, women and it just seems they got a speed racer mentality, me first.

Drivers are ignoring the rules of the road, excessive speeding, ten, 20 miles an hour or more over the speed limit, not stopping at stop signs, making illegal turns on major roadways, cutting through corner stores just to beat a red light, not to mention all the talking and texting on cell phones while driving.

Ironically, the people don't realize that the timing of traffic lights are adjusted to the posted speed limit.

So the person who drives at the speed limit is going to reach the same point as the speeder.

Many drivers, they're altering and/or covering their license plates to avoid tickets.

Also there is an increase of out of state license plates all to avoid paying for the privilege of driving legally in New York including insurance.

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There's even a company in Queens that for a fee they will register your vehicle out of state for you.

Current law in New York State is if you are driving a vehicle more than 30 days in the state, it needs to be registered in New York.

All of these scams subject law abiding residents to increases in insurance, taxes, and also surcharges.

Pedestrians are just as bad. Whatever happened to cross at the green and not in between?

By having community policemen and policewomen writing summons and utilizing speed cameras should change the majority of the public's behavior and increase the county's coverages.

Once the public understands that if the law is broken there will be consequences.

Besides, when police are visible in the community, statistics and history prove that crime is prevented and goes way

down within that community. Also residents feel secure that the police are nearby.

I do applaud the Garden City council for taking the initiative for requesting speed cameras within their community. The county and other towns within Nassau County should do the same.

Years ago people complained about seat belts and air bags. They were made legal. Now they are accepted and they are the norm.

We need to enact the existing laws and rules and regulations to just change the public's behavior. I mean I'm just tired every day of reading or seeing some of these horrific pictures in the newspaper of car crashes when someone's loved one dies including pedestrians. Thank you.

By the way, in Sunday's Newsday, there was a driver who had a license expired 32 years ago. He was caught for the second time in 24 hours. Previously his license had been suspended 46 times in June of 1986

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and revoked in 1987 and he's still driving. Unbelievable. Thank you for your time.

CHAIRMAN NICOLELLO: Thank you, Mr. Gaffney. Legislator Schaefer.

LEGISLATOR SCHAEFER: Just a quick comment. Mr. Gaffney, thank you for coming and for all the information that you provide and I'm sure for a lot of research you are doing on your own time.

So I think you know I'm going to recommend you for the Commissioner's community council because I think that is going to be at least one additional place you can go and you can speak directly to the people that are working in the police department with regard to all of these issues and hopefully some of them can get resolved and we can find some solutions that, with your contribution, that might make a difference because I know it's necessary. So thank you.

CHAIRMAN NICOLELLO: Jamie Bogenshutz.

MS. BOGENSHUTZ: Good afternoon.

My name is Jamie Bogenshutz and I'm the executive director of Yes Community Counseling Center in Massapequa and Levittown.

It's kinds of sad that the cameras are gone. The crowds have left, and the reality is we probably won't be getting into the forefront of the news until there's a tragedy.

Here we are again. While my face is certainly not a new one, especially not in this venue, some of you may be new to this discussion, so hopefully you have been apprised of our history and the history of youth services as it relates to funding.

It is a sad and disgraceful history. It cuts to our most vulnerable and needy of your constituents and a cut that will have profound and long lasting consequences for many years to come.

Some of you may be thinking why is she here? Why is she speaking on behalf of the thousands that our entire system serves in this county?

The answer is simple. You see, it's not about me. Never been about me. Not about my colleagues. It's about the people that are not here before you.

It's about our communities. It's about our kids. It's about our parents. Those voices have been silenced. They are silenced due to family chaos, abuse, domestic violence, drugs, fear, finances and everything else you read about every day. So we are their voices.

We will continue to be those voices until someone not only hears, not only makes verbal promises, but until someone puts words into action and does something to make a change, a positive and long lasting change. A restoration of the 25 percent cut that was made to youth services.

We are living in a truly chaotic time. It is clearly strikingly apparent that we all most do more. Too many of our children are dying. As things stand at this moment with a 25 percent reduction to our

program, youth services in Nassau County will come to a screeching halt in September.

No other departments in this entire county has been decimated like this one and at what cost?

How many lives will be compromised?

Does this make sense to any of you?

While the county is struggling to find answers and provide resources to our most vulnerable children, how does our county even consider just for a moment that this is a prudent response to a fiscal crisis? What is a child's future worth?

We understand the need to responsibly budget. We understand the logic of discretionary compared to mandated.

We understand the dilemma of fiscal accountability and responsibility. But we do not understand nor can we accept that eliminating services at this critical time is a logical, practical, or fiscally sound at any level.

Youth services are preventive. They serve to identify emerging issues and intervene in lives before a tragedy occurs, before another child dies, or becomes a statistic.

They serve as a resource that should not be compromised, that cannot be compromised, unless of course we are prepared to gamble with the future of our children. I, for one, am not willing to gamble.

It is up to you. It is up to you to demand and restore this funding be put back in place. It is up to you to stand up and ensure that all our children and their families are protected. Develop a plan, identify the resources and ensure that is a bipartisan priority. We know that this can be done because it has been done before.

We know it is not easy but we also recognize doing what is right in spite of everything else is never easy.

You are the strategists. You are our negotiators. You all know the ins and

outs of this process. You can make this happen and, yes, you are also parents, grandparents, mentors, and you are roll models.

CLERK PULITZER: Ma'am, your time is up.

MS. BOGENSHUTZ: I know, I'm on my last sentence. You can make this happen. You and your constituents are depending upon that, we are watching waiting for you to accomplish this for them. Your children, our children, they are worth it. I think we all can agree on that. Thank you.

CHAIRMAN NICOLELLO: Thank you, Jamie. Pat Boyle.

MR. BOYLE: Hello. My name is Pat Boyle and I work with Gateway Youth Outreach in Elmont.

It was funny, in the middle of December I guess I came before you thanking you, thank you for not cutting us. I really appreciate it. That was great. We are going to have a good year. Everything is fine.

Then, around Christmastime, just in time for presents, we got a 25 percent cut.

Now, I understand everything that happens with regard to budgeting and everything else. I know you have pressure from NIFA, I know you have pressure from what the budget is as far as the County Executive goes.

I hear all of those things but we are talking pennies in the scheme of things here to keep 43 agencies up and moving and doing what we need to do for the young people of this community.

43 agencies, about $1.2 million. You can't even put that into percentages in a $3 billion budget. I know where you're having problems. I'm kind of worried because you know are kind of our last resort.

Let me give you some examples of what happened recently. We were told by the administration, the now administration, the County Executive, that we weren't going to

get any cuts. Throughout the whole time we met with her with the whole group and we were told no cuts. Then everybody starts pointing fingers and blaming one another for why the cuts came down.

No. Just stick to what you said in the beginning. Don't cut us. There is really absolutely no reason for it.

Then I meet with the new Deputy County Executive of Health and Human Services. Seems like a very good person, seems extremely intelligent, but knows nothing about what we do and how can I tell that? When we said to her, what do you think -- how are we going to get this money back in the budget again? Have you tried fund-raising? Come on.

I have a meeting at four o'clock today to go begging somebody at the state for money. I never stop fund-raising. I wish I could put more time into the kids that I work with and everything that I'm doing but, because of these small cuts into everything, that's the way it goes.

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Here's the bottom line, I like numbers just like Commissioner Ryder likes numbers. We had 800 kids in our program this year.

These cuts come through which I use this money for matching money for state grants and for everything else. That money that you are cutting out is cutting out money from everywhere else's well too, and sometimes three and four times over it's cutting it out.

The bottom line is, we need to get that money back into the budget again so we can do that. I want to do that.

Parents. I had a Black History Month celebration last week, two weeks ago. There was probably about 150, 170 parents in the audience.

I'm wrapping up I promise. I told them about what's going to happen with 25 percent cuts to the budget and what's going to happen in that particular school Dutch Broadway School, we're going to have to close the program. 200 kids out in the

street. That's what is going to happen. Do you think any of those parents were very happy about that? You can rest assured they weren't.

Do you think -- when I just mentioned it to our commanding officer at the Fifth Precinct before, he goes, there is a possibility of not just those 200 but another 200 and another 200 because of the cuts that are going to come through. I am going to have 600 more kids on the street between three and six and the high school people that work with them. He was not a happy camper. He didn't like to hear that. It's going to cost him a fortune to be able to do what you can do in no time flat.

You are our advocates. You are the only ones I see out there right now. We've worked well together in the past. I hope we can do it again in the future. Thank you.

CHAIRMAN NICOLELLO: Thank you, Pat. Jeffrey Reynolds.

MR. REYNOLDS: Good afternoon. I

want to thank you for the opportunity to be here today and congratulations on approving Pat Ryder. I think he's going to make a great Commissioner. He certainly had his door open for all of us that are working in the opioid crisis.

Almost every single one of you have held Narcan trainings, community based Narcan training, so we help folks learn how to prevent overdoses, thank you for that.

It shouldn't be the best we can do. Narcan training should be the least we can do.

The best we can do is making sure that we are taking seriously, prevention, access to treatment, and support for young people in recovery.

When we talk about the opioid crisis and we talk about the commitment to ending the crisis, youth services, the services that are again on the chopping block are part of that equation. Connect the dots.

When kids don't have access to

after school programs, our community based council programs, or shelters like the ones we run, they wind up using substances and starts with alcohol and moves to marijuana and then pills and ultimately to heroin and Fetanyl.

Then we open the pages of Newsday and we're shocked that the numbers continue to increase.

For all of you and all of have you spoken out forcefully about the crisis, I can't find an elected official who says this is a crisis we should do something about. This is part of that. We are counting this as part of the equation.

Your willingness to stand up for youth services will speak volumes about the way you view this crisis. This crisis has been the great equalizer.

This is the thing that's tied together kids and families from every socio demographic group across this county. Everyone shares the pain alike.

It's something that has

reinforced white middle class parents. Youth services are important, not only for the kids in Hempstead, Freeport, and Roosevelt, but for all of us because they keep our community safer.

I heard Pat talk a little bit about overtime. Part of the reason you have so much police overtime is because we have a drug problem. We have a drug problem because we are not doing good prevention, not supporting families, not helping folks get into the treatment.

Instead of providing services, all of us are sitting here begging for our programs back, year after year after year.

It shouldn't be this way and I hope you guys will take a stand on the next time you talk about the opioid crisis, make sure you connect the dots and this has to be part of the conversation.

I thank you for everything you continue to do. We are counting on you to help us this time as well. Thank you.

CHAIRMAN NICOLELLO: Thank you,

Jeffrey. Theresa Buhse, Long Island Crisis Center.

MR. POZA: Obviously I'm not Theresa. My name is Hernand Poza. I'm here representing Long Island Crisis Center. I"m a member of the Board of Directors.

Teresa had to leave because she's at funding related meeting now.

The decision by the county to cut youth funding by 25 percent is going to have devastating results to youth severing agencies and, more importantly, the clients that rely on their services.

Long Island Crisis Center is Nassau County's only generic 24/7 crisis intervention and suicide prevention hotline.

We serve as the entry point to the county's runaway and homeless youth network working very closely with the county's Office of Youth Services and Family and Children's Nassau Haven, the only shelter specifically for youth in Nassau County.

Statistics show that more than

4,000 youth run away or thrown away or are pushed out of their homes each year here in Nassau County.

When a young person who is in need of housing contacts our hot line, our crisis counselors help them explore safe alternatives, often ending in a referral to housing at Nassau Haven.

Cuts to youth services will result in more children living on our streets.

In addition to serving as an integral part of the runaway and homeless youth system, our Long Island Crisis Center's counselors are also the intake department for Nassau County's mobile crisis unit which goes out to client's homes in times of crisis to evaluate and deescalate these dangerous situations whenever possible. This saves the county thousands of dollars in unnecessary trips to the emergency room which would, in short time, easily make up this million dollar cut.

Suicide is the number two leading

cause of death for young people between the ages of 14 and 24.

In 2017, Long Island Crisis Center's volunteer crisis counselors received almost 3,000 calls from clients that were either suicidal themselves or were concerned about someone who was suicidal.

Cutting our funding by 25 percent will greatly reduce our ability to provide this life saving work that no one else in the county is doing.

Each one of the agencies that receives funding from the Office of Youth Services offers unique and necessary services which go a long way in shaping the lives of Nassau County youth today. It would be very short sighted to not restore the small amount of funding that it would take either to continue what we have been doing for so long and so well. Thank you.

CHAIRMAN NICOLELLO: Thank you. Thank you. Joanne Borden.

MS. BORDEN: Good afternoon. Some Republican legislators claim

transgender people are already protected by our law, but that is contradicted by the county attorney and even this Legislature's own Republican attorney. I personally filed letters with the clerk, Mr. Pulitzer.

Every local and national transgender organizations, many lawyers, believe Nassau does not protect transgender people from harmful discrimination.

Some Republicans claim masquerading predators or transgender women themselves will molest other women in the ladies room, some claim the privacy of young girls will be invaded in restrooms and locker rooms.

Have you heard any complaints. Every county and state surrounding us, and over half the US, more than 180 million people live with transgender rights laws, some since 1993. And we do not hear any complaints or problems because there aren't any.

A chart below my distributed speech has listed police and HR people's

statements to that fact.

There are no reasons for withholding human rights from us; only excuses. All medical scientists and researchers will testify to the fact that transgenderism is not chosen.

If it were, I would surely have chosen something else, something with which every one else approves, where I would not suffer the guilt or shame of hiding who I was for 84 years.

I would surely not have wasted my energy coming here for the last eight years is asking for justice. Justice, simply asking to be treated like everyone else.

Some say this issue will cost you your job. They are wrong. This has passed in hundreds of legislatures. It is sometimes a loud issue but not a very important one.

Experience has taught us that. I ask you for common sense. It has been in hundreds of municipalities that opponents should not risk a majority or even a seat

over this issue.

Pass the Human Rights Law, it's the American thing, the Godly thing to do. Thank you for listening.

CHAIRMAN NICOLELLO: Thank you. John Budnick.

MR. BUDNICK: Good afternoon, Honorable Chair, Mr. Nicolello, Honorable Minority Leader Abrahams, Deputy Leader Mr. Kopel, and Assistant Leader Ford. It's an honor and pleasure to see you and talk to you.

Let me go through a number of issues. First of all with regard to youth activities. I don't want to see children's blood on anybody's hands. You know we will have so much more in expenditures because of police officers in the courts from the District Attorney's Office, from the probation department, if we do these reductions. Please do what you can.

Speaking as a former Nassau County Assistant District Attorney, a Diplomate of the Nassau College of District

Attorneys at the University Of Houston, speaking as former special assistant to the Nassau County Board of Supervisors, please consider my professional recommendation that you address these issues before they create more problems.

Second of all, I'm going to hand up a couple of things; first of all, it's from a group that's called FIST for our Families in Support Of Treatment.

I had a chance to meet with Dr. Reynolds, among other people, to go up to meet numerous state senators and assemblymen to talk about the need for drug and alcohol treatment. We need it.

Suffolk County and Hauppauge now has courtesy of State of New York a drug treatment rehabilitation center.

We used to have one until 2007 when somebody forgot to pay the rent for the Michael N. Petito Memorial Topic House. Then somebody forgot to tell the County Attorney's Office in 2007 to defend the landlord tenant proceeding. It was

terrible.

We still don't have a replacement for that for those who are in drug alcohol abuse problems in our county.

I'm going to hand up something about that and also hand up something about the City of New York advertised last week that they would be having in this chamber March 8th a hearing about their plan to start taking water out of the various water supply wells that are now dormant in eastern Queens County.

CHAIRMAN NICOLELLO: They cancelled that.

MR. BUDNICK: That's what I understand. I don't know if they changed it and have a new day, I sent letters to various members of the board sending a copy of that.

I just want all of you to keep on top of that, please, for all of us here in Nassau County.

I thank you very much. There are some other things but they will wait until

the next time. May the good Lord bless you and keep you.

Please remember two things I mentioned the last time I was speaking here. We have a serious physical problem in family court that's going to get worse as of October 1st. Unmanageably worse with the influx of hundreds, perhaps thousands of what had been youthful offenders, which will then be juvenile delinquents, and that building just to the south of 100 Supreme Court Drive, the building is going very, very slowly.

CHAIRMAN NICOLELLO: Mr. Budnick, sum up.

MR. BUDNICK: Thank you for putting up with me.

CHAIRMAN NICOLELLO: I agree with you. It's the slowest construction project I have ever seen.

MR. BUDNICK: God bless you one and all.

LEGISLATOR SCHAEFER: Mr. Budnick, that's in my district so believe me

I'm well aware of the slow pace it's going at myself. I'm staying on top of it.

I have spoken to the County Executive's office about it and hopefully it will be moving along a little bit faster so it's also done in conjunction with the state, so it just makes things difficult. Thank you.

CHAIRMAN NICOLELLO: Diane Sheffield.

MS. SHEFFIELD: Hello. I'm here to put a face on the families that are affected by your cutting. Please bear with me. When my daughter was in the eighth grade she started cutting herself. She told me it was the cat. I didn't believe her.

I was a single mom and I had a mother in a nursing home and I felt all alone and I didn't know where to turn.

Somehow, I'm not even sure how I ended up with Yes Community Counseling. It saved not only my daughter's life but mine and my son's as well.

We hit rock bottom after going

there, going to Nassau County emergency. Sitting in the psych ward over night with my daughter wondering how we got here, where we were going to go.

It was a long battle to try to figure out what happened and keep her from going down the wrong path.

My daughter very well could have ended up being a statistic. She could have committed suicide. She could have had a drug overdose. She didn't. Thank God for the counselors we had at Yes that worked with her diligently every week who supported me when I just wanted to go home and I crawled into bed and cried.

I'm happy to report to you now, my daughter is 21. She's graduating from college in May with a dual degree; actuarial science and economics and past four AXI exams.

For the people in the Massapequa school district that say we have to be college and career ready in kindergarten. I say baloney.

My daughter didn't start to look at her life and where she was going to go until she was in 11th grade. Because of the support she got from her social worker and everybody else at Yes she was able to put her life together and get serious in 12th grade and work her butt off to get accepted to the college of her dreams and she's worked her butt off for four years there to make something of herself and met a wonderful boy who I hope they have a great future together.

My family is together and whole and we're all healthy and it wouldn't be if it wasn't for Yes.

Now is not the time to be cutting funding for services like this. Now is the time to be increasing it. What my daughter went through is ten times if not more worse now. She did mouse musicals in kindergarten. She didn't have to be studying things that third graders did when she was there.

The stress we put on these

children is unbelievable. You wonder why we have things that are happening is because we're expecting kids to not be kids but grow up too soon and if we don't have services like this available to them when they need it, we are going to have more Parklands, more overdoses, more suicides, more broken families, as other people said, that's going to cost our community more money in other services.

I just want to be on the record for saying my family owes our lives and our future to Yes and I can't thank them enough. Please, I beg you, please, don't cut the funding. Find more funding for services like this.

CHAIRMAN NICOLELLO: Thank you, Diane. Just one correction, you said that we cut the funding. That is not true. We passed a budget that was fully funded, all of the youth services. So the cuts did not come from this legislative body. No legislator on this body voted for them or would vote for them.

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The next speaker is Emie Funderburke-Ivey.

MS. FUNDERBURKE-IVEY: Hi. Good afternoon. I'm here for two reasons.

I'm the director of the Long Island Youth Foundation. In the summer we hold a summer camp and we usually serve about 200 to 250 students.

It's come to our attention that the camps are required to have a license. Normally many of the camps that I service, many of the kids I service come from economic deprived communities throughout Nassau and most of us are holding camps. It's just not myself.

The licensing is $1,000 per year for these camps to have these licenses. I guess I had a big meeting with the health department regarding the licensing and asked and they said I need to speak with you all.

I asked, if you're going to require that all the camps in Nassau County are going to be licensed whether or not they're located in these communities that

are servicing youngsters that would probably never have camp that you give us a waiver or discount in the price if you may.

Maybe instead of it being $1,000 for nonprofits, maybe you can give a waiver where it's a cheaper price. Or give a waiver where we don't have to pay for the licensee.

I was told that the licensing is for the reason of swim and things of that nature, but the kids swim in the public pools here that have certified lifeguards and I don't understand the reasoning behind the pricing, but I'm asking if you would investigate it and perhaps see if the pricing can be adjusted for those of us who provide services for kids that would normally not have camp, most of the camps that are getting these licenses are getting about 4,000 to $6,000 per month per student. Where I only get $400 for the entire summer per student.

So I'm asking if you would please investigate that and look through that and

see how you can work with us this summer so that the pricing for that is not so astronomical, and not to mention it's for every year.

The next thing I'm here about is the CDBG funds. I'm a recipient for that. We get our award letter sometimes in late June, early July and funding is not available until January.

This year we are still out of funds. We have not received the CDBG funds as of yet.

I notice on your agenda here some of the organizations are starting to get funds. I wanted to ask, why is it piecemeal? If some of them are getting it, why aren't the rest of us getting our funds? I mean, we have to spend this money before we get the money back so that means I have already spent and have the receipts for the money because they award us the grants, they start September 2017, and then we usually get the funding some time in early January. We haven't gotten any funds.

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So I'm just asking is there some kind of way you can look into that because it is unfortunate we have already spent the money and we are going to go broke waiting for this money to come back to us.

I can see on your agenda that you have begun to fund some of the organizations. I just want to know, when will my funding come through?

CHAIRMAN NICOLELLO: Minority Leader.

LEGISLATOR ABRAHAMS: Emie, how are you?

MS. FUNDERBURKE-IVEY: How are you.

LEGISLATOR ABRAHAMS: I'll start with CDBG. Your grant funding was part of what year? The most recent, the one that just passed?

MS. FUNDERBURKE-IVEY: Yes.

LEGISLATOR ABRAHAMS: So then I've already asked our finance person to take a look into that. Her name is Michelle Darcy. She's standing right over there.

She'll get your information and find out where yours sit.

I didn't know there was a delay with paying back the money but what you are bringing back to our attention is quite concerning. Let's see if we can get to the bottom and figure out why.

And you've contacted them and you haven't heard anything back?

MS. FUNDERBURKE-IVEY: As a matter of fact there was a meeting here for new grant cycle. It was just last week. I'm sorry, the week before, and we all met here and they were very apologetic.

Many of the agencies that received the funding was asking the same thing.

Here we are putting in a new application and we haven't even satisfied the old application. When I speak with the hud office, the same thing is being said to me that it's on hold. We need to speak with you all because I guess it goes to the legislative. It's been signed, so I have

been told, but it just says you have it here.

These are only a small amount of organizations that have been -- I guess the money has been availed to them. We are waiting for that money.

LEGISLATOR ABRAHAMS: Legislator Bynoe and I were talking, obviously when this came up, we talked about the process in terms of making sure the Legislature was notified, that's why we were talking back and forth and Legislator Bynoe was very extensive in her questioning and being polite and she was really -- asking pretty heavily in regards to making sure we received the proper notification.

What you're saying to us, again, it doesn't seem like we received it based on what you're telling us again.

MS. FUNDERBURKE-IVEY: It was a public notice and they asked us to all come in and we did. It wasn't many people. It's always like that.

I guess my disappointment is that

the grant actually started in September. We know going in that we will not get the funding until maybe six months in but when you get past six months and start talking about a year. It's like, as a nonprofit, for me to even put up that kind of money and wait for it to be returned, I understand all that, but now we should be able to get our money back.

Since was it was already awarded to me. I signed the contract. I should be able to pull down the money. That's why I'm here. We're not able to pull down and we are going into March.

We started in September and we are now in March. You can imagine my finances at this point is getting very strayed for the fact that we put up the money.

We do after school and we service over 200 kids. So we started the program in September as normal. Now we just need to pull down the funds. I just need to know where we are in that process because --

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LEGISLATOR ABRAHAMS: Okay. I see several people from the administration, but for the time being I will have Ms. Darcy reach out to you.

Before you go, the fee in regards to the summer camps. Who have you spoken to in regards to that fee?

MS. FUNDERBURKE-IVEY: The Commissioner for the Department of Health. I'll just lay this out just quickly for you. They do not go out and make sure actively that everybody has a license unless there's a complaint.

So this summer, since they didn't like the food that we were serving and there was a complaint and then that's when they said, okay, now you have to get a license.

Then I complained, well, if you're not going to hold everybody's feet to the fire for these licenses -- needless to say, I understand why everyone is not trying to get a license because it's $1,000 per year.

So if you are servicing kids, and

most of us -- and I say black and brown communities, summer camp is something that we are very big on but we don't get the kind of funds that come from other summer camps.

So $1,000 to get a license that takes about three months to get, $1,000 is a lot of money. And I would have to pay that every year.

So that's why I'm asking if there could be some kind of waiver for nonprofits. We are a 501C3. Maybe discount it. Something that can help us so every one is covered through the licensing process. At this point, every one is not -- doesn't have a license.

LEGISLATOR ABRAHAMS: There is a couple of different things. We're talking up here among ourselves, but if you can give our office a call, give Robin a call, and we can obviously for this year see if we can reach out to the Department of Health and find out how many summer programs are in the same position you're in.

But then, for the future years,

obviously talk about how we can revamp it so the little guys that are trying to run their programs are not hit with this exorbitant thousand dollar cost.

I know your program and I know how hard you work at it. I think from that standpoint we can come up with some type of solution so that everybody, whether big or small, all paying the thousand, maybe some people pay a little less, some a little bit more depending on size of their program and camp.

MS. FUNDERBURKE-IVEY: I agree. Thank you again.

LEGISLATOR ABRAHAMS: You got it. Thank you.

CHAIRMAN NICOLELLO: Thank you. We're going to proceed to the calendar starting with Item 21, Resolution Number 24 of 2018. It's a resolution confirming the appointment of the County Executive of Nancy Stanton Molaro position of Commissioner of Information Technology.

LEGISLATOR DERIGGI-WHITTON: So

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moved.

LEGISLATOR WALKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator DeRiggi-Whitton, seconded by Legislator Walker. The appointment is before us.

CHAIRMAN NICOLELLO: Do you want to statement?

MS. MOLARO: Nancy Stanton Molaro. I'm very excited for this opportunity. I thank you and the County Executive and I'm looking forward to it.

CHAIRMAN NICOLELLO: The one thing I would ask you to look into, we used to have, go to my P.C., and for one reason or another in the last year or so, the contract was terminated and we've been using VPM which is not anywhere near as quality a project. So if it's possible to return to Go to My PC.

MS. MOLARO: It is possible. We have a PO that should be complete any day and I would be happy to help with that.

CHAIRMAN NICOLELLO: Great. Any

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questions? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: In some of the contracts that we have with IT it seems that either they're very late or the provider is very limited, not a sole source, but it seems to be a real issue that I would really appreciate if you can take a look at.

Again, a lot of times they are late as well. We just want -- we would all appreciate it if we had an explanation as to why we're renewing or not, or more as to what vendors are available. IT seems to stick out in my mind as one of the departments that we have had an issue with that.

MS. MOLARO: Okay. Certainly.

LEGISLATOR DERIGGI-WHITTON: Thank you.

CHAIRMAN NICOLELLO: Any other questions or discussion among the legislature?

MS. KRISEL: Legislator, if I could just be just heard, stepping out of my

role as the County Attorney here, just as someone who works with Nassau County IT all the time. Nancy Stanton is always available for every little thing, every big thing.

It's really an extremely professional interchange. She delegates and does it herself if nobody is right there and it's really a wonderful wonderful appointment.

CHAIRMAN NICOLELLO: That's great news and coming from you that's a very high compliment. Any other questions or discussion? Legislator Birnbaum.

LEGISLATOR BIRNBAUM: Hi. Just a question about dealing with outside contracts.

Are we planning on adding additional staff to IT so that we don't have to rely on a lot of outside contractors?

MS. MOLARO: I have several waiting to be approved now and that is absolutely the goal to bring in more staff and do away with some of the subcontractors.

LEGISLATOR BIRNBAUM: Thank you.

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CHAIRMAN NICOLELLO: Thank you. Any public comment?

(No verbal response.)

All in favor of Item 21 signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Passes unanimously. Congratulations.

Now I will move to the consent calendar. All these items have gone through the committees. So all these items have been approved or discussed with the majority and minority and there is unanimity so we are going to move on these:

Item 2, Ordinance 7; Item 3, Ordinance 8; Item 4, Ordinance 9; Item 6, Ordinance 11; Item 7, Ordinance 12; Item 8, Ordinance 13; Item 9, Ordinance 14; Item 10, Ordinance 15; Item 11, Ordinance 16; Item 14, Resolution 17; Item 15, Resolution 18; Item 16, Resolution 19; Item 17, Resolution 20; Item 18, Resolution 21; Item 19,

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Resolution 22; Item 23, Resolution 26; Item 24, Resolution 27; Item 25, Resolution 28.

LEGISLATOR SCHAEFER: So moved.

LEGISLATOR BYNOE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Schaefer, seconded by Legislator Bynoe. Those items are before the Legislature. Do we have any discussion?

(No verbal response.)

Is there any public comment? Mr. Budnick.

MR. BUDNICK: Honorable members of the County Legislature, with regard to number 16, proposed Resolution 19. I think that's a wonderful idea to provide to the village of Westbury money to procure a bus.

I don't know if this money is a grant pass through or not, but I do believe that one of the things that is absolutely necessary in that general area is for their to be bus service from there to what is now called North Hempstead Town Beach, formerly known as Hempstead Harbor Beach which is in the process of being fixed up due to federal

grant money and state grant money very nicely, but there is no way especially for young people, young teens, and senior citizens who don't operate motor vehicles to be able to get there.

That's a problem throughout the Town of North Hempstead and perhaps we can keep in mind trying to address that through resolutions such as this.

Also, with regard to number 18, Proposed Resolution 21. There is an inherent problem here in that there is a group that I used to be on the Nassau County Board of Directors of, that is providing to the District Attorney's Office money and they are also an advocacy group with regard to crimes.

There is a potential for either a conflict of interest or the appearance of a conflict of interest that would be averted if these monies were sent through another agency.

Finally, on Number 22 I just have a question as to whether or not this is

going to result in all of Cedermere being returned to the public use or not if anybody knows.

Because the past several years, Cedermere has been left out to private agencies and they were supposedly fixing this facility which is the former home of William Kullen Bryant, the famous civil war and newspaper hero of that age.

I hope it is leading to there being more of a chance for the members of the residents of the County of Nassau to be able to utilize the entire facility as a result of Resolution Number 22, proposed Resolution 22, Number 19 on your calendar.

Thank you for your time and thank you for putting up with me. Have a nice day.

CHAIRMAN NICOLELLO: Thank you. Any other public comment?

(No verbal response.)

Hearing none, all in favor signify by saying aye.

(Aye.)

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Those opposed?

(No verbal response.)

Those items carry unanimously.

Item 1, Ordinance Number 6, a bond ordinance providing for a capital expenditure to finance the capital projects identified therein within the County of Nassau and authorizing $3,125,000 bonds of the county to finance such expenditure.

I will move that.

LEGISLATOR KENNEDY: Second.

CHAIRMAN NICOLELLO: Seconded by Legislator Kennedy. Do you have something to say?

MR. ARNOLD: Ken Arnold, Public Works. As I mentioned at the last meeting, this is a bond ordinance for the lighting repairs that are needed at Mitchel Field and Christopher Morley Park, probably thousand for Morley Park remainder for Mitchel Field.

CHAIRMAN NICOLELLO: Thank you. I can personally attest to Christopher Morley needing the upgrades. The lighting has been substandard. There's a structural

issue there. Parts of the park it's dark. It's much needed.

The amendment here is to designate the additional 500 to Christopher Morley. So we need an amendment on this item.

LEGISLATOR BIRNBAUM: So moved.

LEGISLATOR FORD: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Birnbaum, seconded by Legislator Ford. On the amendment, do we have any discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor of the amendment signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That amendment carries.

Now for the item as amended, any discussion, further discussion?

(No verbal response.)

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Is there any public comment?

(No verbal response.)

All those in favor of the amended item signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That carries unanimously.

Now jumping to Number 5 which is Ordinance Number 10, a bond ordinance providing for a capital expenditure to finance the capital projects identified herein within the County of Nassau and $500,000 of bonds of the county to finance such expenditure.

LEGISLATOR BYNOE: So moved.

LEGISLATOR GAYLOR: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Bynoe, seconded by Legislator Gaylor. That item is before the committee. I believe the amendment here is to designate these funds for the African-American Museum.

MR. ARNOLD: That is my understanding also.

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CHAIRMAN NICOLELLO: So we need an amendment.

LEGISLATOR DRUCKER: So moved.

LEGISLATOR MULE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Drucker, seconded by Legislator Mule. On the amendment. Do we have any discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor of the amendment signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously. Now on the amended item, any further discussion?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor of the amended item signify by saying aye.

(Aye.)

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Those opposed?

(No verbal response.)

That item as amended has passed.

We have another amendment. Number 12, Ordinance Number 5, an ordinance supplemental to the annual appropriation ordinance in connection with the police headquarters fund and a transfer of appropriations.

LEGISLATOR FERRETTI: So moved.

LEGISLATOR MCKEVITT: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Ferretti, seconded by Legislator McKevitt. This item needs an amendment also. The amendment will modify the departmental budgets as well as the supplemental appropriations regarding the police headquarters fund.

Motion to amend?

LEGISLATOR RHOADS: So moved.

LEGISLATOR DERIGGI-WHITTON: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Rhoads, seconded by Legislator

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DeRiggi-Whitton. The amendment is before the Legislature. Do we have any questions on the amendment?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor of the amendment signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The amendment passes.

Now the amended item is before the Legislature. Do we have any questions on this amendment?

(No verbal response.)

Is there any public comment?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The amendment passes unanimously.

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There is one item left on our calendar. However, we are not going to call it now, we are going to call it in a few moments. It has to do with the Coliseum lease.

Actually I'm not going to do that just yet. There are emergencies. So let's deal with the emergencies and then we will go back to the Coliseum. So we will call the emergencies.

CLERK PULITZER: Thank you. Emergency 4-2018, an emergency resolution declaring an emergency for immediate action upon a local law to amend title 79-A of the Miscellaneous Law of Nassau County to provide relief from fees charged by various departments of county government to the victims of Super Storm Sandy.

LEGISLATOR RHOADS: So moved.

LEGISLATOR FORD: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Rhoads, seconded by Legislator Ford. That item is before the committee. All those in favor of the emergency signify

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by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The emergency has been established. Clerk Item PR9 of 2018, that actually is not PR9 of 2018. This is item 90 of 2018, a local law to amend title 79A of the Miscellaneous Laws of Nassau County to provide relief from fees charged by various departments of county government to the victims of Super Storm Sandy.

LEGISLATOR FORD: So moved.

LEGISLATOR RHOADS: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Ford, seconded by Legislator Rhoads. The item is before the committee. Do we have any discussion about this?

LEGISLATOR FORD: Thank you very much, Presiding Officer. As somebody who represents an area that was greatly impacted by Sandy and knowing a lot of issues still facing the residents, we actually, if you think about it, it's five and a half years

after the storm hit, and I still have residents that are not home, that their houses aren't being rebuilt.

There are people that emptied out their savings and used every dime they could get their hands on, people paying foreclosure, still paying taxes, mortgages on houses. They can't live and they have a myriad of problems. And for us to pass it truly sends a message that they have not been forgot, not by this Legislature. That we will continue to support them and work with them in any way we can.

While some of these fees may not be that much, it is money that they don't have. We're going to help them save it and I think it's just letting them know that we have their best interests in mind. I thank you very much for passing this.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR RHOADS: Thank you, Presiding Officer. With regard to Legislator Ford's comments, the reality is,

I don't think that anybody thought when that storm first occurred that five and a half years later we would still be talking about families still in the process of trying to recover and it and in some cases just starting the recovery process.

It has been incredibly frustrating sitting here at the county level with a program that was paid for through federal funds and is administered through the state like New York Rising is to see the frustration, to see the snail's pace at which benefits moved after all the promises to try and get families back into their homes as quickly as possible.

It seems as though the next storm came and many of those families were forgotten.

As Legislator Ford said, I want folks in all of our south shore districts to realize that they have not been forgotten here.

Even though the waiver of county fees, the extension of the waiver of the

county fees may not amount to a significant amount of money relative to what they lost in terms of the cost of rebuilding their homes and elevating their homes, it is at least the one small thing we can do short of calling attention to their problems to state and federal officials.

It's the one thing we at the county level can do and I appreciate the support of my fellow legislators in passing this extension today.

CHAIRMAN NICOLELLO: Thank you, Legislator Rhoads. Any other discussion? Legislator Ferretti.

LEGISLATOR FERRETTI: Legislator Ferretti.

LEGISLATOR FERRETTI: Thank you, Presiding Officer. I second what my colleagues just said with regard to being in favor of passing this amendment.

I just want to bring to light, even those who have rebuilt their homes, many of them, I know this from my experience in the County Clerk's Office, were forced to

take out SBA loans to do so.

So even if they have rebuilt their homes, they have to now satisfy those loans and this amendment would waive those recording fees as we are all aware are quite high. So I absolutely support this. Thank you.

CHAIRMAN NICOLELLO: Thank you. Anyone else?

(No verbal response.)

Any public comment? Mr. Budnick.

MR. BUDNICK: Good afternoon Honorable Members the County Legislature.

I didn't know this was going to be on. I have had about a half a dozen people that I know who are currently suffering horrendously still left over from Sandy.

One of them just recently gave up their house, just gave it up, a house once worth over $750,000 on the water in Massapequa and they moved to Clocks Boulevard, which is not the nice desirable are in Massapequa because they had to given

the physical situation.

Other people on Nimrod Street down in Seaford similarly had similar circumstances. They moved to south Huntington.

These houses are still there. They are still blotting the landscape that our people who are literally trapped in their houses.

This bill will help these people. I salute you one and all and say God bless you. Thank you so much.

CHAIRMAN NICOLELLO: Any other public comment?

(No verbal response.)

Thank you Mr. Budnick.

Hearing no other public comments, I will call the question.

All those in favor of Clerk Item 90 signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

That item carries unanimously.

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I will ask the Clerk to call the procedural resolution.

CLERK PULITZER: A resolution to establish a committee on the Inspector General and ratifying the action of the Clerk of the Legislature pursuant to Article 1-C of the County Government Law of Nassau County to cause to be published a notice of vacancy for the position of Inspector General.

CHAIRMAN NICOLELLO: Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR FORD: Second.

CHAIRMAN NICOLELLO: Moved by Deputy Presiding Officer Kopel, seconded by Alternate Deputy Presiding Officer Ford. That item is before the committee. This procedural resolution is to establish a committee on the Inspector General and names both Legislator Ford and Legislator Drucker to the committee to serve along with Minority Leader Abrahams, Deputy Presiding Officer Kopel and myself.

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The resolution also allows for the posting and advertising of the Inspector General position on the official website of Nassau County. The official newspaper of Nassau County which is Newsday and such other sources as the committee shall determine. Any questions?

(No verbal response.)

Is there any public comment?

MS. MEREDAY: Good afternoon. Meta Mereday, Baldwin. I am encouraged by this decision and I definitely support it.

I hope though that the outreach for potential candidates is a lot broader in terms of the caliber and the significance for this particular roll.

This was a long time in coming and in some instances depending on historically which way the election would have gone, it may not have happened at all. So I'm a realistic.

But I'm hoping that we are moving forward and I want to be positive and proactive in making sure as many diverse

candidates are reviewed and given the opportunity to be part of this process.

So I do salute this body in working together to make it happen and looking forward to seeing the furtherance of opportunity that will be inclusive of those constituencies that have heretofore not been included in the contracting process for Nassau County so that it can address the many issues that have been brought to the forefront by earlier testimony as it pertains to our underserved in the county. So I thank you.

CHAIRMAN NICOLELLO: Thank you, Ms. Mereday. Any other public comment? Mr. Budnick.

MR. BUDNICK: It will be mercifully quick. I would suggest that one the things that should be done is a notice be sent out to all of those who have been members of the Nassau County District Attorney's Office over approximately the last 45 years or so because you will find virtually no finer group of people who will

be able to fill that type of a job as an Inspector General than perhaps these people throughout Nassau County and the surrounding area. Thank you. By the way, please omit me, I have no interest in that.

CHAIRMAN NICOLELLO: Thank you. Any other public comment?

(No verbal response.)

Hearing none, all those in favor signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

The procedural resolution passes.

As I started to say before, we are going to skip for now the item on the coliseum put the Full Legislature in recess so that we can have a Rules Committee on the same item and then reopen the Full Legislature.

(Whereupon, the Full Legislative Committee recessed at 4:08 p.m. and reconvened at 4:10 p.m.)

CHAIRMAN NICOLELLO: I will now

call Item 13, an ordinance authorizing the County Executive on behalf of the county to execute an amendment to the amended and restated Coliseum lease between the County of Nassau, as landlord, and Nassau Events Center, L.L.C., as tenant.

LEGISLATOR KENNEDY: So moved.

LEGISLATOR DRUCKER: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Kennedy, seconded by Legislator Drucker. The proposed amendment is before the Legislature.

CHAIRMAN NICOLELLO: Mr. Meyer, go ahead. Ready when you are.

MR. MEYER: Good afternoon, Presiding Officer. How are you?

CHAIRMAN NICOLELLO: Very good. Thank you.

MR. MEYER: Josh Meyer, West Group Law, 81 Main Street, Suite 510, White Plains, New York.

So I am here today to present this on behalf of the administration. Just by way of quick background, Nassau Events

Center who is a tenant under the existing Coliseum lease has requested this amendment to enable them to finalize an agreement with the Islanders to return the Islander games to the Coliseum and provide for additional capital improvements without any county contribution for such funding.

NEC has advised the county that the closing of the agreement for the Islanders to play the games at the Coliseum is conditioned on the passage of this amendment.

Under the terms of the proposed amendment, the county will afford NEC the following relief under the terms of the Coliseum lease:

The first is the AHL team requirement. The county will waive the requirement that NEC enter into an agreement to cause an American Hockey League AHL team to play at the Coliseum for 15 years.

If the Islanders fail to play either a minimum of 54 games at the Coliseum over the next three seasons, or two

substantially all home games in Nassau County or Suffolk County in any season thereafter to June of 2032, then NEC will use good faith efforts to bring back a professional hockey team to the Coliseum.

The second aspect of the relief in the amendment is the enhancement on rent relief. Enhanced minimum rent is a million dollar penalty paid to the county by NEC for the failure to bring Islander games to the Coliseum.

The county agrees that the monthly enhanced minimum rent payments now being paid under the Coliseum lease shall cease as to July 1st, 2018 with the proviso that the Islander's agreement requires the Islanders to play 60 games or more at the Coliseum, then the enhanced minimum rent shall cease as of February 1st, 2018 and shall continue to cease for so long as the Islanders play the minimum 54 games at the Coliseum over the next three seasons and;

Two, the Islanders are scheduled to play and substantially play all of their

home games in Nassau County or Suffolk County in any season thereafter through June 30th, 2027.

I would note that this amendment will not become effective until NEC delivers to the county written confirmation that its entered into an agreement with the Islanders to play the minimum of 54 season games over the next three seasons at the Coliseum.

CHAIRMAN NICOLELLO: Let's touch on the AHL requirement for a moment.

My understanding is that to place a team at any particular site within a certain geographic area every NHL team would have to approve; is that correct?

MR. MEYER: That is correct. That is the understanding. There is an a 50 mile radius for any team, minor league team to play at any location; in this case, the Bridgeport team would be within a 50 mile radius.

CHAIRMAN NICOLELLO: And you would have to get again the unanimous consent of every NHL franchise?

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MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: For example, the Islanders, who apparently will be playing at Belmont, I would assume will have no desires since their minor league team will continue to play in Bridgeport, to house an AHL team 15 miles away.

So they could veto, even if we were able to attract some other AHL team from somewhere across the country, so they could veto that?

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: So I think the argument the Islanders or the NEC would make was that this is almost an impossibility.

MR. MEYER: That's correct. The rangers could or any team could at this point, yes.

CHAIRMAN NICOLELLO: With respect to the number of games, under the lease the NEC was required to produce the Islanders for six games per year which would be a maximum of four regular seasons and two

preseason.

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: So over the ten years the total we could have gotten, total required to get was 40 regular season games?

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: We have gone through a year already so at this point going forward, the total they would be required to produce would be 36 games.

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: Under this agreement we get 54 games in a shortened time period?

MR. MEYER: That's correct.

CHAIRMAN NICOLELLO: And the potential for postseason action, correct?

MR. MEYER: Agreed, yes.

CHAIRMAN NICOLELLO: Then there's the other issue which is this, we anticipate Belmont going forward and we expect it to go forward, but some of us think that the projected time line may a little aggressive

and there are other unknown contingencies so there may be a possibility beyond this agreement of having the Islanders play at the Coliseum?

MR. MEYER: Absolutely, that is correct.

CHAIRMAN NICOLELLO: So those would be the reasons to support this; is that correct?

MR. MEYER: Yes, agreed, and Belmont wasn't considered at the time this was entered into, the original lease was entered into, and just for the reasons you stated, that's correct.

CHAIRMAN NICOLELLO: Anyone else have any questions of Mr. Meyers? Legislator Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Presiding Officer Nicolello. Josh, just some quick questions and I think the Presiding Officer started to touch on them a little bit.

You had mentioned that if any NEC fails to bring the Islanders into the

Coliseum for last than 54 games they would do a best faith effort to be able to -- I didn't catch the answer on the ending part of that?

MR. MEYER: Which one was that?

LEGISLATOR ABRAHAMS: If they failed to bring 54 games to the Coliseum over the next three years it would be a best good faith effort to do what?

MR. MEYER: I'm not sure that I said anything about the good faith effort, if they failed to bring the AHL team, then they would use good faith efforts to bring back professional a hockey team. That's under the AHL provision.

LEGISLATOR ABRAHAMS: So after the three years, if they fail, after the three years, they would attempt to try to bring back an AHL team?

MR. MEYER: At any time within that period, they fail to provide the -- to play the 54 games that the Coliseum or if hockey is not played in Nassau or Suffolk County, they will use good faith efforts to

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bring a professional hockey team of some sort to the Coliseum.

LEGISLATOR ABRAHAMS: I understand.

MR. MEYER: So that could be AHL or some other professional hockey.

LEGISLATOR ABRAHAMS: The Presiding Officer started to talk about this. Let me ask your thoughts on elaborating on the fact of removal of the AHL clause versus a deferment over the life of the agreement.

Can you explain to the Legislative body why we would chose to just outright remove the clause rather than just defer it to a later time?

MR. MEYER: I believe it was a negotiated agreement with NEC.

They had come to the county. They are not required -- they could pay their penalty to the county for failure to bring the Islanders here.

They offered to bring the Islanders here for the 54 games over the

compressed time period. It was an arm's length negotiation with them.

Belmont wasn't considered and contemplated at the time the agreement was entered into.

They came to the county, requested the relief. At the time that they entered into the negotiation, this is what the administration felt was in the best interest. They could have deferred it.

But, like I said, it was an arm's length negotiation. So they could have chosen to waive it or defer it as you said.

This cleans the slate with regard to the AHL for reasons that we could talk about in executive session. There are difficulties associated with either deferring it or potentially defaulting the Islanders in connection with the AHL requirement.

LEGISLATOR ABRAHAMS: I know we have discussed in other meetings the deferment versus the removal but -- and part of my understanding is that an AHL team

could not play here because obviously AHL teams and NHL teams do not play in the same proximity of each other; that was the understanding that was given?

MR. MEYER: Not at the same venue.

LEGISLATOR ABRAHAMS: But in my research I think that's inaccurate because the San Jose Sharks and the San Jose Barracudas do play in the same venue.

MR. MEYER: Yes, that's correct.

CHAIRMAN NICOLELLO: Same arena. So I'm not too sure if that logic makes any relevance to what we're --

MR. MEYER: I think there is some understanding, there are certainly NHL teams and two venues that do that.

LEGISLATOR ABRAHAMS: But the correspondence that we had gotten was that it's not possible to do it. But it is possible because it happened in San Jose.

MR. MEYER: It is possible but potentially that 50 mile radius did not affect those arenas so it was not an issue.

They could play in the same arena. So those circumstances would be different than they are here. But it could be -- but this opens up and frees up the Islanders ability to play at this arena and not to be impacted by the potential for conflict with the AHL team.

LEGISLATOR ABRAHAMS: We were also told it was a matter of scheduling by folks over at NEC that scheduling would become very difficult to do if you have AHL and NHL team there.

How is this that San Jose is able to not have any problem scheduling but we are? Is if the Coliseum at a greater amount of use that we are aware of than the other facilities?

MR. MEYER: Not necessarily. It just eases in the scheduling of it. Would it be impossible? That's one aspect of it that it would impact it. It's not impossible.

LEGISLATOR ABRAHAMS: Okay. I think ultimately obviously the county --

first and foremost, we all want the Islanders back. I think we've missed the Islanders not being here for several years.

I talked to the businesses along Hempstead Turnpike, Merrick, they all want the Islanders back. They all believe it's vital to the future of the county and even if it's for a brief period of time, who knows, it could be even longer. I think that would be satisfactory.

That being said, for us. It's a bit concerning that the administration was able to go forward by outright removing a clause which really we didn't have to do.

I mean, I think we kind of negotiated against ourselves. The Islanders were not happy in Brooklyn.

I think both sides of the aisle proved that. Whether it was the Islanders or NEC or Barclay, they all substantiated that were not happy in Brooklyn.

In essence, we basically gave up a clause in the contract not for a deferment during this period of time, we gave it up

forever.

Yes, NEC has brought in the Nets and they have gone well above their requirement of bringing in Grammy award artists, I don't -- I can't wrap my mind around the fact that we gave up something but in the same vein we gave up something knowing full well the Islanders had nowhere else to go.

MR. MEYER: The Islanders had every right to play that fourth year, 2018, 2019 season at Barclays. They have that absolute right. So they're bringing those 12 games next season, and that could have been negotiated differently. They didn't have to come back here. They could have continued to potentially play at Barclays.

But the main goal, to bring the Islanders back here, that's the decision that was made. And it's not as you indicated respectfully that that's a done deal, that's the proposed amendment before this board.

LEGISLATOR ABRAHAMS: So if I'm

understanding you correctly, it was integral in the deal that we give up the AHL clause and remove it from the contract to be able to get the Islanders to come back for 54 games?

MR. MEYER: That was one aspect of the negotiations, yes.

LEGISLATOR ABRAHAMS: So if that aspect of the negotiations was not considered, we wouldn't have the Islanders potentially playing 54 games over the next three years, were would they have gone? They would have stayed at Barclays for that period of time?

MR. MEYER: The Islanders had the absolute right to play in that fourth season and they are currently in negotiations. They haven't finalized the negotiations to come back here. This is a condition precedent, the passage of this amendment, in order for the Islanders and for Brooklyn Sports Entertainment.

LEGISLATOR ABRAHAMS: So if I'm understanding you correctly, Nassau County

taxpayers are supposed to believe that despite what they have been reading about in the paper about the Islanders not being happy at Barclays, we thought that would jeopardize our potential to bring them back to Nassau if we pushed for deferment and not an outright removal of this clause?

MR. MEYER: That's a possibility that was in -- as I said, there were a number of issues in the negotiations and that was one issue.

LEGISLATOR ABRAHAMS: Thank you, Josh.

CHAIRMAN NICOLELLO: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Thank you. Josh, anticipating Islander fans coming to the Coliseum, I had a number of calls about the parking, not only the price but that it's impossible to get a receipt for the parking. I don't know if you have been aware of this or have anything to do with it, but I think it's a real fiduciary question because the county is supposed to

get a certain percentage of it, and keeping track of it with some kind of clicker. It seems like a very antiquated system.

I know it's a little outside of your realm, but if there's any way we can ask for maybe an audit of the parking revenue or something just to make sure we're getting the fair sure for that.

MR. MEYER: Sure. And you're saying that the patrons are not able to receive a receipt on-site?

LEGISLATOR DERIGGI-WHITTON: Absolutely not. And supposedly they have a clicker that people are keeping track, taking cash. There no automated way of counting that money.

It's a lot of money now that the fees are so high. The county does get a percentage contractually.

The other question I have and it's completely hypothetical but say that the interests at this point might want to sell their interests with the contract with the Coliseum.

How is that going to go forward?

MR. MEYER: Pursuant to the existing lease, the county has any approval rights over any assignment of the rights under the lease.

It's five years from the date of substantial completion that the county would have that right subsequent to that and subject to significant due diligence obviously to whomever it would be assigned.

And, after that, the county would still do their due diligence but the entities, the current tenant has the ability to assign subsequent to that time.

LEGISLATOR DERIGGI-WHITTON: Okay. So in that case then it wouldn't come before the Legislature?

MR. MEYER: No. Within the first five years from substantial completion which was last April.

LEGISLATOR DERIGGI-WHITTON: So if it happens after the five years it would not come before the Legislature, am I understanding you correctly?

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MR. MEYER: That's correct.

LEGISLATOR DERIGGI-WHITTON: So we would really -- where would that stand as far as things like Kevan was just mentioning, would we have any say as to how many Islander games we would get? Would we have any say in that lease with the new owner potentially?

MR. MEYER: With the new owners, they would still be required to abide by this amendment and the terms of the existing lease, absolutely, and the county would still do their full due diligence on whomever and they have that right to do the full due diligence on whomever would take over the assignment.

LEGISLATOR DERIGGI-WHITTON: So the assignment can't happen for five years, correct?

MR. MEYER: Correct.

LEGISLATOR DERIGGI-WHITTON: And if it does, they would have to withhold all of the agreements in the present --

MR. MEYER: Absolutely. And

subsequent to that five year period. They have to abide by the terms of the lease including this amendment.

LEGISLATOR DERIGGI-WHITTON: If there is anything that you can find out about that parking just let me know because I did say I would try to request an audit, I don't know if you would that or how we can try to get a better handle on it.

MR. MEYER: Absolutely and there are provisions where they're required to give us the back up and documentation for all of that, but in terms specifically about the receipts, the patrons will follow-up with that.

LEGISLATOR DERIGGI-WHITTON: I appreciate it. Thank you.

CHAIRMAN NICOLELLO: Legislator Drucker was next.

LEGISLATOR DRUCKER: Thank you, Presiding Officer Nicolello. Just to continue in the same vein minority that our Minority Leader was questioning you about, we been informed that there is currently a

negotiation concerning an updated deal that would involve the Islanders playing significantly more games at the Coliseum.

Can you talk about that and tell us what the nature of that negotiation is and where we're at?

MR. MEYER: I don't have information on that. As I indicated, Brooklyn Sports Entertainment that operates the Barclays Center as well as operates the Coliseum is in negotiations with the Islanders, those agreements have not been finalized. This amendment is a condition precedent to them finalizing their agreement.

LEGISLATOR DRUCKER: I realize that but can you tell us about how many more games they're interested in playing?

MR. MEYER: No. We do not have that information at this time. Their minimum is the 54 set forth here.

LEGISLATOR DRUCKER: It seems to me here that the sentiment I'm seeing -- and I even read something today from Mr. Yormark

himself referring to the Islanders as a rent a team going forward. Kind of a disparaging remark I think indicating they're unhappiness and uneasiness and the Islanders continuing to play in Brooklyn and welcoming the opportunity for them to get out the door as fast as possible.

With that being said, I'm concerned as our Minority Leader was indicating, why are we so quick to waive that clause?

It couldn't have been a dispositive deal breaker. Couldn't we have deferred it? It seemed we are cutting off our nose despite our face in that regard.

MR. MEYER: As I said, there were a number of provisions that were requested and relief requested associated with the lease. This is what it was narrowed down to. This was one aspect of it.

As a number of people have said, the number one goal was to get the Islanders back to the Coliseum.

LEGISLATOR DRUCKER: But we knew

we were going to get them back for some games.

MR. MEYER: That's not necessarily true. The NEC paid the penalty monthly for the first year of their agreement post substantial completion, and they might have continued to pay that penalty if it was in their economic interest to bring the Islanders back.

LEGISLATOR DRUCKER: And they stood to make a lot more money renting out that Barclays Center each night for concerts more so than the 7,000 fans that showed up for the Islander game.

MR. MEYER: That's possible.

LEGISLATOR DRUCKER: Thank you.

CHAIRMAN NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. On the same point of absolving them of their requirement to maintain an NHL commitment, or commitment to find a team to play.

So, absent of an AHL team, I'm

left to question how do they maintain their relevancy? How will they be relevant, Nassau Coliseum, have they provided us a plan as to how they will conduct business once the Islanders have left and gone to Belmont? Because this seems pretty far sited in the sense that they're not seeing out into the future.

We, as the fiduciary of this county, we have to look beyond the Islanders. I think it's great and the overall goal is to get the Islanders here.

But we need the revenue that comes in from the Coliseum. If they are not relevant or we're not keeping their feet to the fire so that we know there is an end game, something that we can generate revenue down the road, I'm concerned. I am concerned.

So was there any plan that was provided to identify how they will conduct business thereafter since we will no longer require an AHL team?

MR. MEYER: There is not a

specific plan they have provided. What I think we need to keep in mind is that the AHL team by any stretch of the imagination was not a revenue windfall for the county.

There was a requirement of the original RFP. The proposers at the time said this is not going to be a windfall, they're cheaper tickets, they're not accessibly well attended in many instances.

The NEC is actually backfilled prior to the AHL team requirement going away with the G league team, which is the minor league basketball team.

So that's potentially equivalent is what we understood and the lease itself is drafted in a way to incentive the tenant to generate as much revenue as possible during any given lease year because the county gets a percentage of that and they keep the remainder. That's why it was drafted the way it was and they're specifically incentivized to continue to increase their revenue.

LEGISLATOR BYNOE: So that G

league team, the Nets, I don't think that they're selling a whole bunch of tickets and your saying that would be the equivalent of having an AHL team there?

MR. MEYER: From our understanding it's not as significant a difference from a revenue perspective between the G league and the AHL.

The main event in the lease was to maintain professional hockey in Nassau County in some fashion. If the Islanders weren't coming back from Barclays we have AHL team here.

Now I would say potentially, say potentially, in Belmont you would have the Islanders and the county will continue to get that benefit of professional hockey and the sales tax, the entertainment tax is generated from that.

But, as I said, the main event was to keep professional hockey in Nassau County in some fashion and that is potentially what will end up happening.

LEGISLATOR BYNOE: Yes. I agree

with the sales tax, those things are a benefit to the county if they're out in Belmont, and more importantly the residents are able to easily access games and I get that.

I just hope that this is not some way of an exit strategy from the Coliseum at some point no longer existing.

I can't, in my mind's eyes, see it, with Belmont coming with all the bells and whistles, they're going to be brand new state of the art arena, and we are not protecting our interests.

I just think that we could have done a better job coordinating this.

MR. MEYER: And just to address that, we do have the protection from the annual minimum rent that we are entitled to receive in the lease the $4 million right now.

So we've protected ourselves on the downside on that and believe that we've incentivized the county to increase -- the tenant to increase the upside to the revenue

share provision in the lease.

LEGISLATOR BYNOE: Minimum is minimum, right, and so we want to see a best case scenario. We don't want to see any minimum revenue derived from the Coliseum. I will leave it at that.

CHAIRMAN NICOLELLO: I would actually agree with you, Legislator Bynoe, in terms of the Belmont when and if it actually gets built it's going to be a very strong competitor for the Coliseum. I'm not sure exactly how that's going to work out to the betterment of Coliseum. I don't think it is actually.

But just a couple of other points. The Sharks, the San Jose Sharks and I guess the Barracudas, which I'm assuming is their AHL team play at the same arena.

The difference here is this, the Islanders already said they are not moving their Bridgeport Sound Tigers out of Bridgeport.

So the only AHL that you could get here is an AHL team from another

franchise.

So the question is, would the Islanders ever, assuming they are playing at Belmont, approve of another franchise as an AHL team playing at the Coliseum as somewhat competition? For example, the Rangers, they would never want the Rangers to be playing in the Coliseum, it would be direct competition.

I think it's not exact comparison. I seriously doubt that the Islanders would ever allow any other AHL team to play at the Coliseum when they're playing at Belmont.

Second, in terms of where the Islanders are going to go, the AHL, Gary Bettman does not want them at the Coliseum, let's be clear about that. He's been clear about that for years.

The only reason he has agreed to this is the Governor has exerted some pressure on him, the Coliseum is substandard by NHL standards. The NHL requires 7,500 seats, require a certain number of luxury

boxes.

The NHL does not want the Islanders here. If it comes back to the Islanders being here for any length of time, I think the NHL's impetus will be for the Islanders to go elsewhere and play in an arena that's up to standards.

The sport right now is booming. They put a franchise in Las Vegas, filling it up every night.

They're putting another one in Seattle in another year or so.

So I think from the NHL's perspective in a market where you have the Rangers and Devils, if the Islanders move elsewhere, I don't know in they would necessarily be all that upset.

Then, one of the reasons the NHL is doing this Bettman is doing this because Governor Cuomo exerted his pressure, but he's also committed to putting $6 million into the facility.

That's money going into the facility that the Nassau County taxpayers

will ultimately benefit because we own the facility and it makes a more attractive venue.

I think that we touched on some of the issues, but I don't think we touched on the whole picture.

You have the Governor involved, you have him exerting pressure which is what made this take place and the $6 million is contingent upon it.

Long term, you know, you can make a guess as to whether the Islanders are going to come back or not, it is a guess, and it is a spin of the roulette wheel, and we may be back in a position where we push the Islanders away again. That's the way I'm looking at it.

MR. MEYER: And the way the NHL is structured, they want the team to go to the best facility because they all share in the overall revenues being generated by each team. So they're incentivized to make sure it goes to what they consider the best facility. Legislator Abrahams.

Full Legislature/2-26-18

LEGISLATOR ABRAHAMS: Thank you, Presiding Officer Nicolello. And just to summarize, I think I agree with everything Presiding Officer Nicolello said in regards to San Jose, the Sharks and Barracudas.

My only point in bringing that up is that it was brought to my attention that obviously that the AHL -- it wouldn't happen because AHL teams don't play in the same venue which, if the Islanders were interested in bringing the Soundview Tigers here they could, there is nothing prohibiting them from doing that.

The second point is that, again, and I truly believe that the fact that we are waiving and not deferring, for the long term of this agreement, and it may be pennies on the dollar, I never saw a cost benefit analysis that would give us some level of confidence that what we would have seen with an NHL team and the Islanders, if they remained in Brooklyn, what that cost benefit analysis would have done, I never saw that. I requested it from

representatives of NEC but I never saw it.

That being said, I would have liked to have seen what that would have meant because it seems like to me by waiving the clause and rather deferring it, going to Legislator Bynoe's point, once Belmont is built, are we going to be sitting with a building that goes dark?

I can't see how the venues at the Coliseum now, why they would show up if there's a brand new state of the art facility that can house more people that sits down the road. And, to me, it may not be apparent now because, yes, we are getting the Islanders back for 54 games, which is phenomenal, but it may become very apparent in 2025 or 2027 when the Islanders are moved into their new facility and we're having trouble booking new kids on the block to come to the Coliseum.

So, that being said, I'm extremely concerned about the waiving rather than the deferring. I thought we could have accomplished the very same thing by

deferring it rather than waiving it, but that's not what's before us today.

We have to consider obviously the risk of voting no instead of fighting for an actual deferment versus the Islanders packing up their bags and saying, you know what, we're not going to play at the Coliseum, we'll just stay at Barclays.

That's kind of what we're faced with and that shouldn't be but that's the reality.

CHAIRMAN NICOLELLO: Legislator Rhoads.

LEGISLATOR RHOADS: Thank you, Presiding Officer. Josh, just a quick question what happens if there's a labor stoppage, or a lockout?

MR. MEYER: Labor stoppage or lockout beyond controllable circumstance under the lease, so they would receive relief from playing the games under those circumstances. That's outside of their control and so they receive that relief for the time period necessary for those

situations.

LEGISLATOR RHOADS: Well, a lock out by definition is under, well, it's under the team's control certainly.

MR. MEYER: Depends if it was NHL wide -- it's only if it's outside of their control. If it's within their control, then they don't receive relief for it.

If it was league wide, then they would receive relief.

LEGISLATOR RHOADS: Again, we don't anticipate again there being any labor stoppage, but, again, when you are contemplating these leases, you're trying to contemplate all possible scenarios.

So we would lose out, we wouldn't get the games and we also wouldn't get the enhancement of a rent?

MR. MEYER: That's correct. But it depends on the circumstances of it.

If it was outside the control, it would be one thing; if it was within their control, they would not get that relief, that's correct.

Full Legislature/2-26-18

LEGISLATOR RHOADS: I guess obviously I mean we are all in the same situation where we absolutely want the Islanders to come back, we have been advocating for the Islanders to come back, we had press conferences, lobbied for the Islanders to come back.

It strikes a sour note with me that a month after we sat at the Coliseum and had a press conference with the Governor with the Islanders with Brooklyn Sports Entertainment announcing the return of the Islanders, knowing that the team is already selling tickets to the Coliseum and has accepted money for tickets that are being sold at the Coliseum, to come back now and say, well, unless you pass this, there's no deal and we are still somehow at the negotiating table.

It seems sort of like closing the barn door are the horses are gone and I'm just concerned that we're selling ourselves short here.

Even with respect to the good

faith efforts to bring back professional hockey teams to the Coliseum through June of 2032 if the Islanders, after they play the 54 games, decide that they're not going to play in Nassau or Suffolk if Belmont falls through, we've lost the enhanced minimum rent through the AHL team requirement even though NEC is still responsible to make their good faith efforts to bring back a professional hockey team; is that right?

MR. MEYER: So that the enhanced minimum rent is for the Islanders and if they're not playing in Nassau or Suffolk anymore, the county would get that million dollars.

LEGISLATOR RHOADS: So if there was no AHL team, NEC would be default -- that's the -- pursuant to the lease as it exists now?

MR. MEYER: That's correct.

LEGISLATOR RHOADS: I kind of see it as we don't have a choice.

MR. MEYER: Which as I said raises its own set of issues which we can

discuss in executive session but that is the choice.

LEGISLATOR RHOADS: I have no other questions. Thank you.

MR. MEYER: Thank you very much.

CHAIRMAN NICOLELLO: Do we have any other questions or discussions for Mr. Meyers?

(No verbal response.)

Thank you very much, Josh. Do we have any other comments or discussion among the legislators?

(No verbal response.)

Do we have any public comment? Mr. Budnick.

MR. BUDNICK: Good afternoon Honorable Members. Thank you for putting up with me again.

I heard I thought in the announcement of the caption for this matter that there was some mention made of either including capital or physical changes potentially at the Coliseum.

I just wanted to make sure we're

not waiving the rights of the County Department of Public Works; County Fire Marshal's Office; County Department of Health; et cetera, to okay any demanded changes by the Islanders in this case of the physical plant that is the Coliseum. Thank you. That's my question.

MS. MEREDAY: Meta Mereday. With regard to the situation I see that you've kind of placed yourself in, my concerns have to be with the fact that we've already spent millions of dollars doing work at the Coliseum and good, bad or indifferent, however the Belmont situation shakes out, it's been publicized that the Islanders are coming back to the Coliseum, but I didn't hear anybody mention anything about the fact that we've already put a significant investment of taxpayer dollars into the Coliseum itself and talking about the impact on the community.

Nobody has talked about the roads themselves that lead to the Coliseum those communities that have already been impacted

and there are number of alternatives that maybe NEC can look into in addition to just this focus on the Islanders because that is a facility that we are collectively responsible for.

So, in speaking with regard to what the public interests are we need to start broadening the scope. We too often seem to put too many eggs in one basket, and then when you drop that basket you end up with the yolk on your faces but it impacts us the taxpayers.

So, you really have to look at what is the overall anticipated revenue that you've been expecting from this whole return of the Islanders. And when and if, it looks like more when than if, Belmont gets built even with all its bells and whistles, the Coliseum itself, again, it was a memorial Coliseum built to recognize our veterans, and I never hear that incorporated in the statement when we talk about the Coliseum, but what are you going to be doing that's going to impact building out the resources

and the activities within that Coliseum?

The whole San Jose market is different, so there is no point in comparing what happens in the San Jose market with what happens here in Nassau County. We have to be a little more forward thinking in continuing to look at what we're putting our money out for originally to address those issues.

So it would be nice to hear about those types of things because the funding that is supposed to be designated for even Uniondale for that road which is a major roadway to the Coliseum for many residents that live on the South Shore, so let's look at how we can broaden the scope and make the Coliseum work, whether it's with Belmont or without Belmont, but let's start looking at what the taxpayers need to have for themselves.

And if you said you are going to bring the Islanders, back make it happen. Thank you.

LEGISLATOR FORD: Ms. Mereday, I

just want to correct you on something. The renovations at the Coliseum, they were not done with taxpayer money. Brett Ratner and NEC, they paid for it with private funds, $120 million in the renovation of the Coliseum.

MS. MEREDAY: But they were issued pilots.

LEGISLATOR FORD: I don't think, were they significant?

MS. MEREDAY: Any payment in lieu of taxes is significant.

LEGISLATOR FORD: But it's county land it wouldn't be taxable anyway. Most of the revenue we would from the Coliseum would be basically the rent that they pay and if they have events there we have a different type of contract now so that whatever they have, we would get greater revenue from like the sodas and food and stuff like that.

MS. MEREDAY: Right. But as I sat here -- sorry to cut you off, I hear the Presiding Officer talk about the pressure that the governor exerted, and this $6

million he said specifically would benefit the taxpayers of Nassau County.

The taxpayers are still waiting to get benefits from a lot of the decisions that are made here.

LEGISLATOR FORD: But the $6 million actually that the governor spoke about was to do the renovation to the Coliseum in anticipation of the Islanders coming back to play a certain number of games prior to them moving to Belmont once that goes through.

There had to be some work done I think for the ice and -- I'm not a hockey person, like something to help them play there.

But that's through New York State funding. I think that with all of us, we are just concerned we all had dreamt that the Islanders would come back to the Coliseum and stay, but obviously that's not going to be case.

They are going to play a certain number of games, it's our understanding.

That's why I guess we have to vote on this whether or not to waive that $1 million fee that they would have had to pay if they didn't have so many games played as the AHL team.

So we're hoping that maybe if this passes that the Islanders would then come to the Coliseum as they have indicated that they are selling tickets based on that that they will come back and play a certain number of games.

I'm concerned about Belmont myself. What is it going to do to the Coliseum? I think the comments that were made up here that that will be more state of the art, easier access, it's right on the Long Island Railroad, near highways and stuff, so what is going to be the future of the Coliseum?

MS. MEREDAY: But again no one is talking about even that impact on the residents in Elmont, who spoke about that issue, with regard to Belmont, and, again, I did not hear here anyone speaking about

good, bad, or indifferent the impact on the residents.

But you're talking about, you're supposed to be representing the interests of the taxpayer. So it's not saving money if it's not improving their quality of life, then there is an issue for those of us who have to pay the taxes here if we're not hearing that our elected officials are not speaking to our interests.

Because I didn't hear anyone speak to the interests of the taxpayers, the residents that have to put up with the increases in that area.

Memorial Sloan Kettering is building that facility there. There is going to be another retail market there.

LEGISLATOR FORD: Which also has been settled between the two partners and stuff like that. But just bear in mind also, despite everything in the future of the Coliseum, the one thing about the Coliseum, it was owned by the county and it was in very, very bad condition.

So it needed to be renovated, fixed, cleaned up, whatever.

The fact is, it would have cost us many tens of millions of dollars to renovate the Coliseum with taxpayer funding.

Now we had somebody who did come in and renovate it and gave us a brand new Coliseum that can be used for a variety of reasons and we need to then look at this moving forward in economic development to see what we can do.

MS. MEREDAY: That's all I'm saying, but we have to look at the infrastructure and we have to consider the residents in those communities who are continuing as we speak to suffer with bad roads, poor lighting and things of that nature and we still have to pay the taxes here.

LEGISLATOR FORD: I agree.

MS. MEREDAY: That's what I wanted to say. Thank you.

CHAIRMAN NICOLELLO: Thank you. Any other public comment? Minority Leader

Abrahams.

LEGISLATOR ABRAHAMS: Josh, I know you have been back and forth to the podium, and I don't know if this is the venue and I know the hour is becoming late but we would like, if you could, in speaking for the majority as well, brief both sides, maybe not today, but maybe our counsels.

I think Legislator Ford kind of alluded to the fact that obviously we all read in the paper about the settlement between Blumenfeld and I guess it's Forest City in this case.

MR. MEYER: That's correct.

LEGISLATOR ABRAHAMS: If you could share with our counsel some type of briefing on what means and how that will impact the Islanders coming back and obviously the Islanders coming back with the understanding that they're coming back with utilizing the parking and also Memorial Sloan Kettering, whatever you can share with our counsels I think that would be beneficial to both sides.

Full Legislature/2-26-18

MR. MEYER: Absolutely. I will be happy to do that.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRMAN NICOLELLO: Legislator Ferretti.

LEGISLATOR FERRETTI: Josh, thank you for your testimony. The county has already received $1 million in penalties from NEC, correct?

MR. MEYER: Just shy of one million, $83,000 a month since last April, that's correct.

LEGISLATOR FERRETTI: But it will be $1 million, they're going to continue paying?

MR. MEYER: They just paid the February enhancement in rent and until the Islanders agreement is signed and received, what is in their 54 games or 60 games, they would continue to pay that through the end of the current lease year which is June.

LEGISLATOR FERRETTI: And the current agreement caps that at $1 million for ten years, correct?

Full Legislature/2-26-18

MR. MEYER: It's $1 million a year, the fifth year it actually goes up by ten percent to $1.1 million.

LEGISLATOR FERRETTI: So what is the total if they were to never play a game at the new Coliseum, what would be the total that they would be on the hook for?

MR. MEYER: If they never play again including these next three years are you saying?

LEGISLATOR FERRETTI: Correct.

MR. MEYER: It would be basically nine years, a million dollars a year for the next four years, plus $1.1 million times six years, almost $9 million.

LEGISLATOR FERRETTI: Okay. By waiving the million dollar minimum payment penalty?

MR. MEYER: That's correct. That's if, like I said, the requirement was to play the six games. That's being compressed right now, but that's correct based on your question.

LEGISLATOR FERRETTI: Do you have

any projections as to what the financial benefit the county gets per game from an Islander game, being their sales tax, the per ticket tax, et cetera?

MR. MEYER: Right. We don't have that at this time.

LEGISLATOR FERRETTI: But it's fair to say that 54 games would mitigate a substantial portion if not all of the money not collected on the --

MR. MEYER: We believe that to be the case and that's what NEC has conveyed to us, yes.

LEGISLATOR FERRETTI: Thank you.

CHAIRMAN NICOLELLO: I think that's it. Thank you again, Josh.

MR. MEYER: Thank you.

CHAIRMAN NICOLELLO: Any other questions?

(No verbal response.)

Hearing none, I'm going to call the question. All in favor of this item signify by saying aye.

(Aye.)

Full Legislature/2-26-18

Those opposed?

(No verbal response.)

The item carries unanimously. That being said, I don't believe we have any more business. So I take a motion -- I'm going to place this meeting of the Legislature in recess.

(Whereupon, the Full Legislative Committee recessed at 4:58 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of March, 2018.

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FRANK GRAY

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, February 26, 2018
4:08 P.M

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

RICHARD NICOLELLO,
Chairman

HOWARD KOPEL, (Substituted by
Vice Chairman Rose Walker)

STEVE RHOADS

LAURA SCHAEFER

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

SIELA BYNOE

MICHAEL C. PULITZER,
Clerk of the Legislature

Rules Committee/2-26-18

CHAIRMAN NICOLELLO: Calling the Rules Committee, and, Mr. Clerk, please call the roll. Legislator Walker will be substituting.

CLERK PULITZER: Rules Committee roll call. Legislator Siela Bynoe?

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Legislator Steven Rhoads?

LEGISLATOR RHOADS: Here.

CLERK PULITZER: Substituting for Vice-Chairman Howard Kopel is Legislator Rose Walker?

LEGISLATOR WALKER: Here.

Rules Committee/2-26-18

CLERK PULITZER: And Chairman Richard Nicolello?

CHAIRMAN NICOLELLO: Here.

We have one item before us, and I ask with the agreement of the minority that we will simply pass this along to the Full Legislature, the Coliseum item, so that we can ask all of our questions since we will all be sitting here anyway.

Item 81 of 2018 is an ordinance authorizing the County Executive on behalf of the county to execute an amendment to the amended and restated Coliseum lease between the County of Nassau as landlord and Nassau Events Center, L.L.C., as tenant.

LEGISLATOR WALKER: So moved.

LEGISLATOR BYNOE: Second.

CHAIRMAN NICOLELLO: Moved by Legislator Walker, seconded by Legislator Bynoe. This item is before the committee. Do we have any discussion?

(No verbal response.)

Is there any public comment? I ask you to hold your comments for a moment

from now.

(No verbal response.)

All those in favor of moving this along to the Full Legislature signify by saying aye.

(Aye.)

Those opposed?

(No verbal response.)

Carries unanimously.

I'm going to put the Rules Committee in recess and go back to the Full Legislature.

(Whereupon, the Rules Committee recessed at 4:10 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of March, 2018.

_____

FRANK GRAY