



Certified:

E-146-20

Filed with the Clerk of the
Nassau County Legislature
October 28, 2020 11:03am

NIFS ID:CQPK20000024 Department: Parks

Capital:

SERVICE: U.O. Permit

Contract ID #:CQPK20000024

NIFS Entry Date: 03-AUG-20

Term: from 01-AUG-20 to 31-JUL-21

| |
|---------------------|
| New |
| Time Extension: |
| Addl. Funds: |
| Blanket Resolution: |
| RES# |

| | |
|--|---|
| 1) Mandated Program: | |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | N |
| 4) Material Adverse Information Identified? (if yes, attach memo): | N |
| 5) Insurance Required | Y |

| | |
|---|------------------------|
| Vendor Info: | |
| Name: Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate on behalf of Karli Hagedorn and James Hagedorn | Vendor ID#: [REDACTED] |
| Address: 27 E. Jericho Turnpike Mineola, NY 11501 | Contact [REDACTED] |
| | Phone: [REDACTED] |

| |
|--|
| Department: |
| Contact Name: Eileen Krieb |
| Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-0272 |

Routing Slip

| | | |
|--------------|---------------------------|--------------------------|
| Department | NIFS Entry: X | 18-AUG-20 -- PABUFFOLINO |
| Department | NIFS Approval: X | 18-AUG-20 -- LBARKER |
| DPW | Capital Fund Approved: | |
| OMB | NIFA Approval: X | 30-AUG-20 -- IQURESHI |
| OMB | NIFS Approval: X | 18-AUG-20 -- SJACOB |
| County Atty. | Insurance Verification: X | 18-AUG-20 -- NSARANDIS |
| County Atty. | Approval to Form: X | 18-AUG-20 -- DMCDERMOTT |

| | | |
|---------------------|---------------------------|--------------------------------|
| CPO | Approval: X | 31-AUG-20 -- KOHAGENCE |
| DCEC | Approval: X | 01-SEP-20 -- RCLEARY |
| Dep. CE | Approval: X | 01-SEP-20 -- BSCHNEIDER |
| Leg. Affairs | Approval/Review: X | 28-OCT-20 -- JSCHANTZ |
| Legislature | Approval: | |
| Comptroller | Deputy: | |
| NIFA | NIFA Approval: | |

Contract Summary

| |
|---|
| Purpose: This is an agreement for a Use and Occupancy permit for 1 Beach Rd, Sands Point, entered into pursuant to the Smith & DeGroat landmark portfolio contract, which requires that any revenue generating permit for payment by the permittee of more than \$25,000 requires legislative approval. |
| Method of Procurement: Smith & DeGroat (S/D), pursuant to contract CQPK17000001, serves as the managing agent for the County for the properties within the Landmark Portfolio. S/D uses best commercial practices to find quality permittees paying fair market fees. All applicants are evaluated based on income, credit and back checks |
| Procurement History: S/D has been a managing agent for the County properties since 2006, with contracts procured through the RFP process |
| Description of General Provisions: This is a U/O Permit for 1 Beach Road, Sands Point, entered into pursuant to the S/D Landmark Portfolio contract. Payments are made by the permittee to S/D who includes it as income that goes to the County. This agreement is required to go to Rules pursuant to Ordinance 265-1970, as amended, which requires Rules approval for any revenue generating permit on parkland that provides the County in excess of \$25,000 in a year. The annual fee for this Permit shall be \$108,000.00, in \$9,000.00 monthly payments. The term lasts until one party gives the other party 30 days notice of termination. Permittee is required to have insurance and is responsible for general maintenance. County is responsible for repairs to the unit. |
| Impact on Funding / Price Analysis: County receives \$108,000.00 in yearly permit fees. |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: (approve as submitted) |

Advisement Information

| BUDGET CODES | | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------|----------------|----------------|------|-------------------|----------------|
| Fund: | Gen | | | | | |
| Control: | pk | Revenue | X | 1 | pkgen3110de500 | \$ 0.01 |
| Resp: | 3110 | Contract: | | | | \$ 0.00 |
| Object: | de500 | County | \$ 0.00 | | | \$ 0.00 |
| Transaction: | 103 | Federal | \$ 0.00 | | | \$ 0.00 |
| Project #: | | State | \$ 0.00 | | | \$ 0.00 |
| Detail: | | Capital | \$ 0.00 | | | \$ 0.00 |
| | | Other | \$ 0.00 | | | \$ 0.00 |
| | | TOTAL | \$ 0.01 | | TOTAL | \$ 0.01 |
| RENEWAL | | | | | | |
| % Increase | | | | | | |

| | | | |
|---------------|--|--|--|
| % Decrease | | | |
|---------------|--|--|--|

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND SMITH & DRAKE REAL ESTATE CORP. DBA SMITH & DEGROAT REAL ESTATE ON BEHALF OF KARLI HAGEDORN AND JAMES HAGEDORN

WHEREAS, the County and Smith & Drake Real Estate Corp. dba Smith & DeGroat Real Estate (“SD”) entered into contract CQPK17000001, whereby SD manages the Landmark Portfolio for the Parks Department; and

WHEREAS, Ordinance 265-1970, as amended, requires all revenue generating permits for the use and occupation of parkland that provides the County revenue in excess of \$25,000 per year be approved by the Rules Committee; and

WHEREAS, the instant use and occupancy permit was obtained by SD pursuant to CQPK17000001 and provides yearly revenue in excess of \$25,000 to the County, 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 use and occupancy agreement with Karli Hagadorn and James Hagadorn.



Nassau County Interim Finance Authority

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

1. Vendor: Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate on behalf of Karli Hagedorn and James Hagedorn

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a New

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: 8/1/20-7/31/21

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

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:

: Ordinance 265-1970, as amended by Ordinance 73-2004, Section 2c(ii)(bb)(i) requires that any revenue generating permit for payment by the permittee of more than \$25,000 or where such permit would result in an aggregate amount of payments for permits issued to the permittee exceeding \$25,000 in any calendar year.

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 |
|--------------|-----------|--------|
| CQPK20000021 | 01-JUL-20 | 0.00 |

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance 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 deliberations.

IQURESHI

30-AUG-20

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 County 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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



Redacted
COPY

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: S/Drake Real Estate dba S/DeGroat Real Estate on behalf
Of Karli Hagedorn and James Hagedorn

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID # [REDACTED]

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

The contract was originally executed by Nassau County on July 8 _____ [date]. 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 _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] 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.

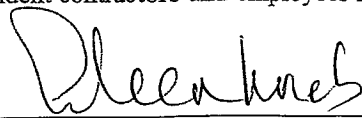
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ 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. ☒ 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

8-4-2020
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.

LAURA CURRAN
County Executive



EILEEN KRIEB
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Office of the Comptroller

FROM: Eileen Krieb
Commissioner, Department of Parks, Recreation and Museums

DATE: July 29, 2020

SUBJECT: Comptroller Approval Form – Smith & Drake Realty Corp d/b/a
Smith & DeGroat Real Estate

This memorandum is submitted as explanation as to the process for awarding this Use & Occupancy Permit with Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate on behalf of Ms. Karli Hagadorn and James Hagadorn. As per the terms of CQPK17000001, Smith & Degroat Real Estate, acting as an agent of the County, sought applications from interested parties for the Use and Occupancy of 1 Beach Road, Sands Point, New York 11050 which is included as a part of their Landmark Portfolio.

Applicants were evaluated based on their income, credit and background checks. Ms. Karli Hagadorn and James Hagadorn qualified and the permit for the premises was offered to them and they accepted.

A handwritten signature in black ink, appearing to be "E. Krieb", is located at the bottom right of the page.



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?

YES ☒ NO ☐ If yes, to what campaign committee?

Friends of Kevan Abrahams
Friends of Rose Walker
Curran for Nassau

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.

Electronically signed and certified at the date and time indicated by:
Matthew L. Smith [MSMITH@STANDARDVALUATION.COM]

Dated: 10/08/2020 10:59:19 AM

Vendor: Smith & Drake Realty Corp dba Smith &
DeGroat Real Estate

Title: President

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: 10/28/2020

1) Proposer's Legal Name: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

2) Address of Place of Business: [REDACTED]

City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

Share space with Standard Valuation Services.

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, please 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, an explanation of the circumstances and corrective action taken.
- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ 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.

- 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.

Our firm screens and vets prospective employees, contractors and sub-contractors to assure that a conflict of interest would not exist.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/01/1954

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Matthew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Matthew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

18

- vi) Annual revenue of firm;

1500000

- vii) Summary of relevant accomplishments

Various real estate related municipal contracts.

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

2 File(s) Uploaded: License Renewal.pdf, License.pdf

- B. Indicate number of years in business.

65

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

Successfully providing services for various real estate related municipal contracts.

- 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 | North Hempstead Housing Authority | | |
| Contact Person | Sean T. Rainey, Executive Director | | |
| Address | 899 Broadway | | |
| City | Westbury | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 627-6433 | | |
| Fax # | (516) 627-8476 | | |
| E-Mail Address | srainey@optonline.net | | |

| | | | |
|----------------|---|--------------------------|----|
| Company | Suffolk County Department of Economic Development | | |
| Contact Person | Rebecca L. Sinclair, Deputy Commissioner | | |
| Address | H. Lee Dennison Building-11th Floor 100 Veterans Memorial Highway P.O. Box 6100 | | |
| City | Hauppauge | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (631) 853-5805 | | |
| Fax # | | | |
| E-Mail Address | Rebecca.Sinclair@suffolkcountyny.gov | | |

| | | | |
|----------------|---------------------------------|--------------------------|----|
| Company | Town of Oyster Bay | | |
| Contact Person | Colin Bell, Deputy Commissioner | | |
| Address | 977 Hicksville Road | | |
| City | Massapequa | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 797-4187 | | |
| Fax # | | | |
| E-Mail Address | cbell@oysterbay-ny.gov | | |

I, Matthew L. Smith , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew L. Smith , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

Electronically signed and certified at the date and time indicated by:
Matthew L. Smith [MSMITH@STANDARDVALUATION.COM]

President
Title

10/08/2020 11:01:10 AM
Date

UNIQUE ID NUMBER
31SM116976

State of New York
Department of State
DIVISION OF LICENSING SERVICES
Be it remembered, pursuant to the provisions of
Article 12A of the Real Property Law

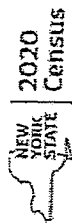
F SMITH & DEGRADT REAL ESTATE
27 E JERICHO TPKE
MINEOLA NY 11501

HAS BEEN DULY LICENSED TO TRANSACT
BUSINESS AS A REAL ESTATE BROKER
AND TO BE REPRESENTED BY
SMITH MATTHEW L

FOR OFFICE USE ONLY
Control No. 14301563
18076-22

EFFECTIVE DATE
MO DAY YR
05 17 2018
EXPIRATION DATE
MO DAY YR
05 18 2020

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.
ROSEANNA ROSADO
SECRETARY OF STATE



By April 1, 2020, your home should receive an invitation to participate in the Census. Please respond: online, by phone or by mail.
<https://2020census.gov/en/ways-to-respond.html>

Applicants are required to submit an e-mail address that will be used by the Department to communicate with you regarding your account or any licensing issues. Failure to respond to an email notice from the Department may prevent you from conducting business and/or result in disciplinary action. Please update your personal information whenever necessary.

License # 31SM1116976

Corporate Broker

Main Menu Logout

Logged in as SMITH, MATTHEW L

License Menu

Press the hyperlink for the function you wish to perform.

Press "Back" to return to the list of licenses.

Functions

License Status:

Current

Expires On:

05/18/2022
(mm/dd/yyyy)



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?

YES ☒ NO ☐ If yes, to what campaign committee?

Friends of Kevan Abrahams
Friends of Rose Walker
Curran for Nassau

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.

Electronically signed and certified at the date and time indicated by:
Martin Schackner [MSCHACKNER@SDNYREALTY.COM]

Dated: 06/16/2020 11:17:25 AM

Vendor: Smith & Drake Realty Corp. DBA Smith &
DeGroat Real Estate

Title: Director

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:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US
- Business Address: 27 East Jericho Turnpike
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Telephone: 516-248-6905
- Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country: US
Telephone: 631-761-9220

List of other addresses and telephone numbers attached

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

| | | | |
|-------------------------|-----------------------------|-------------|-----------------------------|
| President | <u>06/01/2002</u> | Treasurer | <u> </u> |
| Chairman of Board | <u> </u> | Shareholder | <u> </u> |
| Chief Exec. Officer | <u> </u> | Secretary | <u> </u> |
| Chief Financial Officer | <u> </u> | Partner | <u> </u> |
| Vice President | <u> </u> | | |
| (Other) | <u> </u> | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

24% Ownership in Standard Valuation Services.

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 ☐ If Yes, provide details.

Village of Mineola, Williston Park, East Rockaway, Floral Park, Island Park, Roslyn, Roslyn Estates, City of New York, NYS DOT Region 10/11, IRS.

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Matthew Smith , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew Smith , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Smith & DeGroat Real Estate

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Matthew Smith [MSMITH@STANDARDVALUATION.COM]

President

Title

06/16/2020 01:45:00 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

Address: [REDACTED]

City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded PrincipalsShareholders.pdf

No principals have been attached to this form.

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.
If none, explain.

Matthew L. Smith - 3 Fathers Court, Dix Hills, NY 11746

1 File(s) uploaded PrincipalsShareholders.pdf

No shareholders, members, or partners have been attached to this form.

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 - 24% Ownership by Matthew L. Smith / Standard Valuation Services will not participate in the performance of any contracts related to 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.). 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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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.

Not applicable.

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

Not applicable.

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.

Electronically signed and certified at the date and time indicated by:

Matthew L. Smith [MSMITH@STANDARDVALUATION.COM]

Dated: 10/08/2020 11:02:19 AM

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.

Matthew L. Smith - [REDACTED]

COUNTY OF NASSAU

PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

This PERMIT AGREEMENT (this "Permit") entered into as of the date this Permit is last executed by the parties hereto (the "Commencement Date"), is between [REDACTED] (hereinafter referred to as "Permittee" or "they or their") and the COUNTY OF NASSAU (hereinafter referred to as the "County"), a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting on behalf of the Nassau County Department of Parks, Recreation and Museums, having its address at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or "Department").

WHEREAS, Parks, pursuant to Section 2165 of the County Charter, has jurisdiction over parklands of the County of Nassau and facilities therein; and

WHEREAS, the Permittee has asked permission to use and occupy Mille Fleurs in the Sands Point Preserve, as shown in the area outlined in red on the attached map designated as Exhibit "A" (the "Premises" or "Mille Fleurs"), and

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein and agreed to by the Permittee, are temporary and will not materially interfere with the use of the Premises and facilities by the public or by the agents, servants and/or employees of the County;

WHEREAS, the Permittee is willing to abide by and carry out the conditions and regulations of this permit which shall not be considered a lease, but merely a license, revocable as per Section 8 of this Agreement.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fee(s) to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

CONDITIONS AND REGULATIONS

1. TERM: The term of this Permit shall commence on August 1, 2020 at 7 a.m. and shall terminate on July 31, 2021 at 11:59 p.m., subject to sooner termination as provided herein.

2. USE OF PROPERTY:

(a) The Premises shall be used by the Permittee as a personal residence of the Permittee.

(b) It is expressly understood and agreed that no real property is leased to Permittee as a result of this Agreement and that no landlord-tenant relationship exists between the County and the Permittee. The Permittee acknowledges that this Permit is a license solely for those certain areas of the building and grounds described in the recitals hereof and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.

(c) The Permittee, in the performance and exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable

laws.

3. USE FEE: The annual fee for this Permit shall be One Hundred Eight Thousand Dollars (\$108,000.00), payable in monthly installments of Nine Thousand Dollars (\$9,000.00), payable on the first day of each month. The first month's fee shall be paid in full upon execution of the permit by cash, business check, bank check, or cashier's check payable to "Smith & DeGroat Real Estate ("Smith & DeGroat") as agents for Nassau County" and delivered to 27 East Jericho Turnpike, Mineola, NY 11501, Attention: Landmark Units

4. INSURANCE: (a) Permittee is required to obtain rental insurance in an amount suitable to cover its activities on the Premises as a Permittee, including public liability and property damage from whatever cause to their person or property and to the person or property of those on the Premises with their consent. Such policy shall name the "County of Nassau", its officials, employees, volunteers, agencies and representatives 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 with two million dollars (\$2,000,000.00) aggregate coverage for all damages arising out of personal injury and bodily injury, including death at any time resulting there from, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. Permittee will pay the premium for such insurance and all deductibles to which such policies are subject. The insurance policy must be in form, substance and in all respects acceptable to the County, and proof of insurance must be received by Commissioner no later than June 1, 2020. Failure to provide proof of such insurance by said date, without reasonable cure, will result in immediate termination of this Permit.

(b) 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. Upon any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Permittee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Permittee shall cause all insurance to remain in full force and effect throughout the Term and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Permittee to maintain required coverages, without reasonable cure, 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.

5. INDEMNITY: (a) Permittee agrees to conduct its activities upon the Premises so as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, employees, volunteers, agencies and representatives ("Indemnified Parties") from and against any and all claims, demands, causes of action, including, but not limited to, claims for personal injury and/or death, or damages (including damages to County's property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from, and/or arising in whole or in part out of, the negligence or willful misconduct of Permittee in connection with the use of Premises. Permittee shall, at County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against the Indemnified Parties on any such claim, demand or cause of action outlined hereunder occurring during the use period outlined herein, and Permittee shall pay and satisfy any judgment or decree which may be rendered against the Indemnified Parties in any such suit, action or other legal proceeding; and Permittee shall pay for any and all damages to the Premises of County subject to the indemnification afforded hereunder, for loss or theft of such property done or caused by Permittee. Permittee will not do, or permit to be done, anything thereon, which will in any way conflict with the condition in any insurance policy upon the Premises or any part thereof, or in any way increase any rate of insurance upon the Premises or on any personal property kept there. The provisions of this Section shall survive the termination of this Permit.

(b) The County its officials, employees, volunteers, agencies and representatives agree to indemnify the Permittee from any and all claims for personal injury and/or death, or damages (including: damages to County's property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from, and/or arising in whole or in part out of, the negligence or willful misconduct of County in connection with Permittee's use of the Premises under this Agreement. The County agrees to, at the Permittee's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against the Permittee on any such claim, demand or cause of action outlined hereunder

occurring during the use period outlined herein, and the County shall pay and satisfy any judgment or decree which may be rendered against the Permittee in any such suit, action or other legal proceeding; and the County shall pay at its own cost, for any and all damages to the Premises of County subject to the indemnification afforded hereunder, for loss or theft of such property done or caused by the County or its officers, volunteers, agents, representatives, or employees. The provisions of this Section shall survive the termination of this Permit.

6. CONDITION OF PROPERTY: (a) Permittee represents and acknowledges that they have inspected the property or building premises herein referred to and has knowledge of its condition and of any furniture, fixtures and other appliances therein or thereon owned by the County and to be used by Permittee. Permittee covenants that, excepting the obligations of the County respecting the Premises as otherwise set forth herein, they will keep the Premises in a condition equal to that at the beginning of this Permit, and that they will surrender and give up such property to the County on the day herein above provided. Permittee will check with the Department before any tents, poles, lights, generators, etc. are erected. Permittee further covenants that upon vacating such premises, they will forthwith remove all personal property belonging to them from such premises no later than 11:59 p.m. on June 30, 2021.

7. CLEANING, REPAIRS AND MAINTENANCE:

(a) It is understood by the Permittee that the Permittee shall be responsible for keeping the Premises in a neat, orderly and safe condition at all times, excepting structural repairs. Permittee will keep the fixtures and interior of Premises in good order and repair. For instance, Permittee shall perform light maintenance on fixtures such as replacing light bulbs and fixing mechanical issues with sinks and toilets. Permittee shall promptly report any and all maintenance problems to the County. Any work performed by the Permittee shall be performed in a good and workmanlike manner.

The County or its management company shall be responsible for all structural repairs and maintenance on or to the Premises, including the structural foundation, wiring, walls, doors, windows, plumbing systems, utilities systems, existing sewage systems, the roof and the roof membrane. Permittee shall be responsible for any structural repairs caused by Permittee's negligence or willful acts.

Permittee shall maintain, in good condition and repair the existing grounds immediately abutting the occupied Premises including mowing the lawn, and lawn and shrub maintenance, except that the County shall be responsible for plowing the snow and ice from the drives leading to and from the Premises.

Notwithstanding the description of responsibilities for repairs, maintenance and utilities above, it is understood that the Permittee will communicate with the County or its management company in a timely manner before performing any work or maintenance that it deems extraordinary in nature.

(b) Permittee shall be responsible for vermin (mice, rats, rodents) control. Elimination of termites and carpenter ants and other detrimental insects shall be the responsibility of the County.

(c) Permittee shall pay for fuel, telephone, internet and cable services. The County shall pay for electricity.

(d) Without limiting the generality of the foregoing, at the conclusion of the use and occupation of the Premises, Permittee will keep the Premises clean and arrange for a complete cleanup and restoration of the Premises to the same condition as when the Permittee began this Permit, normal wear and tear excepted.

8. REVOCATION: Both parties reserve the right, in each party's sole discretion, for any or no reason, to revoke this Permit upon sixty (60) days' notice to other party mailed to that party at the address given in the application herein or sent by email to the email address herein provided. In the case of revocation of this Permit by the County, prior to the use by Permittee, the County shall refund to the Permittee any fee(s) and security deposit paid hereunder by the Permittee.

9. TERMINATION OF AGREEMENT BY PERMITTEE: Permittee may terminate this Agreement for any reason or for no reason, on sixty (60) days' written notice to the County.

10. COMPLIANCE WITH LAWS, REGULATIONS AND CODES:

(a) The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing wage, if applicable, living wage, and disclosure of information, in connection with its performance under this Permit. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-1206, 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 Permittee agrees as follows:

(i) Permittee 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. Permittee has the right to cure such breach within thirty (30) 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, Permittee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Exhibit B.

(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 parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Permittee of such request prior to disclosure of the Information so that the Permittee may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

11. REPOSSESSION: The Permittee acknowledges that the Premises are owned by the County and will be used for a County purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that the Permittee will not enter any answer and that they will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

12. COMMUNICATIONS: Permittee shall provide to the appropriate County staff a list of names and cell phone numbers of those persons on-site who are responsible for directing the use and occupation of the Premises.

13. SECURITY REQUIREMENTS: Permittee shall supply an adequate number of responsible individuals to provide security for the area of the Premises occupied by Permittee and those individuals on the Premises at the behest of the Permittee. Except for County's gross negligence or willful misconduct, the County assumes no responsibility respecting any damage to any equipment or materials stored at the Premises or for any injury to any individual when said individual is on the Premises.

14. SPECIAL CONDITIONS AND REQUIREMENTS: The Permittee shall promptly notify County of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County or local law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, injury to person, including death, and/or damage to property, fire, flood and casualty. Permittee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Premises, and Permittee shall notify County in writing as to said person's name and address.

15. ASSIGNMENT: This Permit and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), which consent shall not be unreasonably withheld or delayed. Any purported assignment, other disposal or modification without such prior written consent shall be null and void ab initio.

16. ALTERATIONS AND IMPROVEMENTS: (a) Permittee shall not make any alterations or improvements, structural or non-structural, without the prior written consent of the County. In the event that the Permittee decides, in their sole discretion, to make capital improvements, alterations or improvements to the Premises, Permittee shall obtain permission from the County and comply with all laws, rules and regulations, including review and approval from the Department of Public Works ("DPW"). Without limiting the generality of the foregoing, the Permittee agrees that in the event that the Permittee and/or its agents, employees, representatives, subcontractors or sub-licensees shall cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

(b) All contractors, subcontractors and vendors performing any capital improvements, alterations or improvements must be licensed and provide insurance, naming the County as an additional insured, in an amount acceptable to the County.

17. NOTICES. Any notice, request, demand or other communication required to be given or made in connection with this Permit 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, (d) to the County Attorney's Office, attention: Transactions Bureau Chief, at the address specified above for the County, and (e)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an applicable Deputy County Executive ("DCE"), to the attention of the applicable DCE (whose name the Permittee 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 Permittee, to the attention of the person who executed this Permit on behalf of the Permittee at the address specified above for the Permittee, or in each case to such other persons or addresses as shall be designated by written notice.

18. NO WAIVER OF RIGHTS: The failure of the County or the Permittee at any time to demand strict performance of any of the items, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and the County or the Permittee may, at any time, demand strict and complete performance by the other party of said terms, covenants and conditions or of any other terms and/or conditions of this Agreement.

19. SECURITY DEPOSIT: The Permittee shall provide one month's Use and Occupancy Fee as a security deposit, to be held by the County for the term of this Permit. The security deposit shall be returned to Permittee after the termination of this Permit with deductions (if any) for any damage other than normal wear and tear to the Premises. Upon reasonable notice, Permittee shall allow the County or its agent's access to the Premises to inspect the Premises to determine the extent of any such damage. Under no circumstances may Permittee apply the security deposit or any part thereof to the payments of any sums due hereunder, including, without limitation to the payment of the final month's Permit Fee.

20. 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 Permittee 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 Permittee 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 Permittee shall allege that the above-described actions and inactions preceded the Permittee'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.

21. 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.

22. 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. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

23. 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.

24. EXECUTION IN COUNTERPARTS: This Permit may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

25. 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.


26. NO ARREARS OR DEFAULT. The Permittee 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.

27. 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;
SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Permittee and the County have executed this Permit.

KARLI HAGEDORN



Date: 6/4/2020

JAMES HAGEDORN

Date:

6/4/2020

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

Ohio

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

Union

On the 4th day of Jun in the year 2020 before me, the undersigned, personally appeared James Hagedorn personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their personal capacity(ies), and that by his/her/their signature(s) on the instrument, he/she/they executed the instrument.

Hagedorn Signature

Ohio

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

Union

Annette J. Chapman

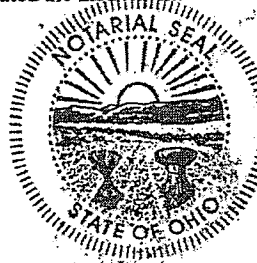


ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded in
Union County

On the 4th day of Jun in the year 2020 before me, the undersigned, personally appeared Karli Hagedorn personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their personal capacity(ies), and that by his/her/their signature(s) on the instrument, he/she/they executed the instrument.

Signature

Annette J. Chapman



ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded in
Union County

STATE OF NEW YORK)

) ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive or _____ Parks Commissioner of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name.

NOTARY PUBLIC

EXHIBIT A

PREMISES

Exhibit B

Certificate of Compliance

In compliance with Local Law 1-1206, as amended (the "Law"), the Permittee hereby certifies the following:

1. Permittee's contact information is:

(Name)

James Haggdon

(Address)

P.O. Box 888

PORT WASHINGTON

NY 11008

516 883 6880

(Telephone Number)

2. The Permittee 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 Permittee does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Permittee 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 Permittee
3. In the past five years, Permittee _____ has 0 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 Permittee, 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 Permittee 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. Permittee 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.

[Signature page follows]

We hereby certify that we have read the foregoing statement and, to the best of our 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 June 4, 2020

[Signature]
Permittee Signature

James Hagedorn
Permittee Name

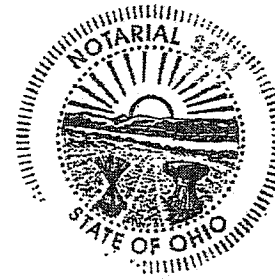
Sworn to before me this

4th day of June, 2020.

Annette J. Chapman
Notary Public

~~June 4, 2020~~ June 4, 2020 [Signature]
Dated Permittee Signature

Karri Hagedorn
Permittee Name



ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded in
Union County

Sworn to before me this

4th day of June, 2020.

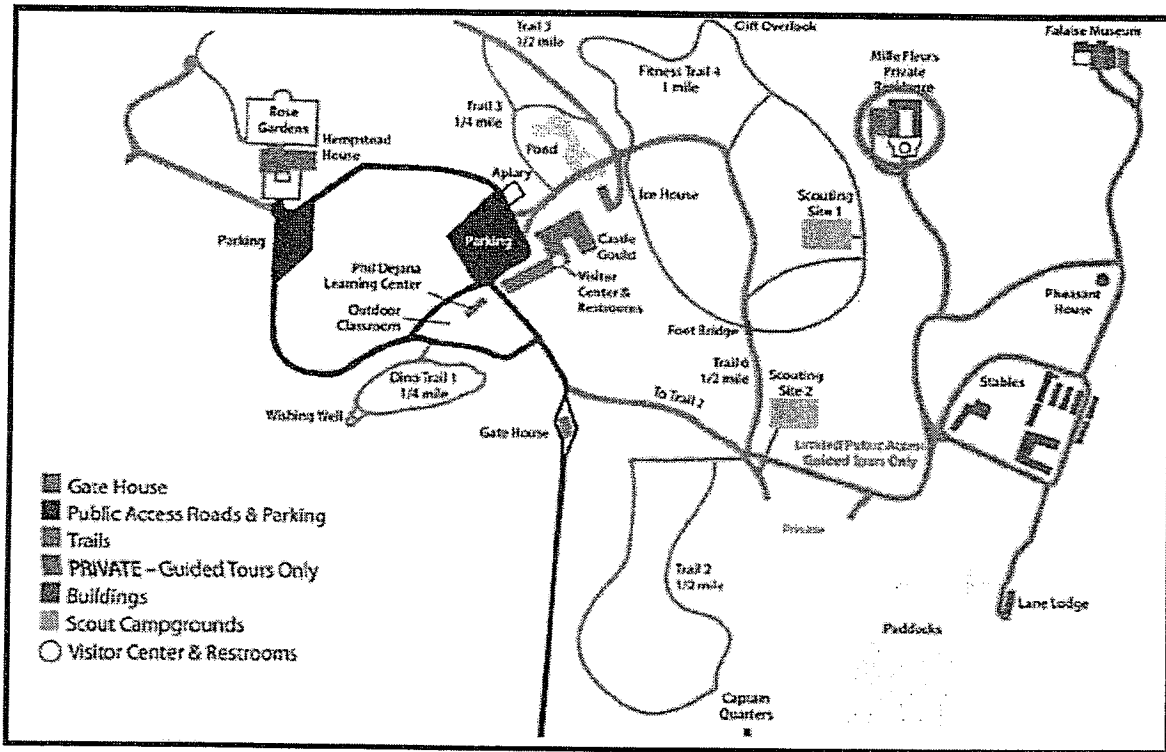
Annette J. Chapman
Notary Public



ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded in
Union County

Exhibit A

Sands Point Park & Preserve-Mille Fleurs
123 Middle Neck Road
Port Washington, NY 11050



QUESTIONNAIRE

Applicant must answer the following questions:

For the past (5) tax years, has this applicant 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.

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 the applicant 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 applicant 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 the applicant 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 the applicant has, or would adopt, to assure the County that a conflict of interest would not exist for the applicant in the future.

Report any real or apparent conflict brought to our attention

CERTIFICATION

I, James Hagedorn, being duly sworn, state that I have read and understand all the items contained in the foregoing page of this questionnaire; 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 Permit Agreement or Lease; 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 Permit Agreement or Lease with the submitting applicant.

Sworn to before me this 24 day of June

20 20

Annette J. Chapman
Notary Public

Name of Applicant:

By:

James Hagedorn

Print name

[Signature]

Signature

06 / 24 / 20
Date



ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded In
Union County

QUESTIONNAIRE

Co-Applicant must answer the following questions:

For the past (5) tax years, has this applicant 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.

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 the applicant 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 applicant 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 the applicant 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 the applicant has, or would adopt, to assure the County that a conflict of interest would not exist for the applicant in the future.

Report any real or apparent conflict brought to our attention

CERTIFICATION

I, Karli Hagedorn, being duly sworn, state that I have read and understand all the items contained in the foregoing page of this questionnaire; 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 Permit Agreement or Lease; 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 Permit Agreement or Lease with the submitting applicant.

Sworn to before me this 24 day of June

20 20

Annette J. Chapman
Notary Public

Name of Co-Applicant:

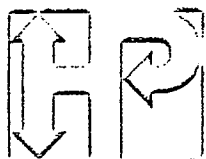
By: Karl Hagedorn
Print name

Karl Hagedorn
Signature



ANNETTE J. CHAPMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 23, 2023
Recorded in
Union County

06 / 24 / 20
Date



**HAGEDORN
PARTNERSHIP, LP**

Rob McMahon
Vice President
Finance and Administration

June 23, 2020

Martin Schackner
Smith and DeGroat
27 E Jericho Turnpike
Mineola, NY 11501

Dear Marty;

This letter is provided in support of the Permit Agreement for Mille Fleurs in the Sands Point Preserve. My name is Rob McMahon and I am the Vice President of Finance and Administration for the Hagedorn Partnership LP. I have known and worked with Jim and Karli Hagedorn for over thirty years. In my position I am familiar with the information contained in the attached application and income verification that they executed to support the Permit Agreement for the Captain's Quarters in the Sands Point Preserve. I confirm that none of that information has materially changed since the application was first submitted.

Sincerely

Rob McMahon
Vice President Finance and Administration

Smith & DeGroat Real Estate
Property Management

27 E. Jericho Tpke., Mineola, NY 11501
516-248-6905

APPLICATION

| | |
|---|--|
| Location: <u>Captains Quarters</u> | Date Occupancy Desired: <u>1/31/18</u> |
| Name:(Permittee): <u>KARLI HAGEDORN</u> | |
| DOB: <u>[REDACTED]</u> | SS#: <u>[REDACTED]</u> |

| | |
|--|--|
| Spouse: <u>JAMES</u> | Children & Ages: <u>N/A</u> |
| Present Address: <u>[REDACTED]</u> | |
| Contact: Home: <u>[REDACTED]</u> | Work: <u>[REDACTED]</u> Email: <u>[REDACTED]</u> Zip-Code: <u>[REDACTED]</u> |
| How Long There: <u>[REDACTED]</u> | Why Moving: <u>[REDACTED]</u> |
| Current Landlord: <u>[REDACTED]</u> | Tel#: <u>[REDACTED]</u> |
| Mail Address-Landlord: <u>[REDACTED]</u> | Fax#: <u>[REDACTED]</u> |

| | |
|--|-----------------------------------|
| Place of Employment: <u>[REDACTED]</u> | # Years on Job: <u>[REDACTED]</u> |
| Position: <u>[REDACTED]</u> | Annual Income: <u>[REDACTED]</u> |
| Business Address: <u>[REDACTED]</u> | |
| Business Telephone: <u>[REDACTED]</u> | Fax#: <u>[REDACTED]</u> |
| Name of Supervisor: <u>[REDACTED]</u> | Phone #: <u>[REDACTED]</u> |

| | |
|---------------------------------------|---|
| Bank & Location: <u>[REDACTED]</u> | |
| Phone #: <u>[REDACTED]</u> | Type of Account: <u>[REDACTED]</u> Account #: <u>[REDACTED]</u> |
| Personal Reference: <u>[REDACTED]</u> | Relationship: <u>[REDACTED]</u> |
| Address: <u>[REDACTED]</u> | Phone #: <u>[REDACTED]</u> |

CO-PERMITTEE

| | | |
|--|--------------|-------------|
| Co-Permittee: <u>N/A</u> | DOB: _____ | SS#: _____ |
| Co-Permittee Present Address: _____ | | |
| Co-Permittee Telephone: Home: _____ | Work: _____ | Cell: _____ |
| Co-Permittee How Long There: _____ Why Moving: _____ | | |
| Co-Permittee Current Landlord: _____ | Tel #: _____ | |
| Co-Permittee/Landlord Mail Address: _____ | Fax #: _____ | |

| | |
|---|-----------------------------------|
| Co-Permittee Place of Employment: _____ | # Years on Job: _____ |
| Co-Permittee Position: _____ | Co-Permittee Annual Income: _____ |
| Co-Permittee Business Address: _____ | |
| Co-Permittee Business Telephone: _____ | Fax #: _____ |
| Co-Permittee Name of Supervisor: _____ | Phone #: _____ |

| | | |
|-------------------------------------|------------------------|------------------|
| Co-Permittee Bank & Location: _____ | | |
| Phone #: _____ | Type of Account: _____ | Account #: _____ |
| Personal Reference: _____ | Relationship: _____ | |
| Address: _____ | Phone #: _____ | |

PERMISSION TO ACCESS CREDIT

I, give my permission to Smith & DeGroat Real Estate to access my full credit report including public records.

| | |
|--|--------------------|
| <u></u> | <u>Nov 7, 2017</u> |
| Permittee Signature | Date |
| _____ | _____ |
| Co-Permittee Signature | Date |

AUTHORIZATION TO RELEASE INFORMATION FORM

Note: Submitting an incomplete or illegible form may delay the background check results.

I hereby AUTHORIZE the request of my information to any law enforcement agency or third party organization, to furnish bearer with criminal history and identity check information in their possession regarding me in connection with my employment. I am willing that a photocopy of this authorization be accepted with the same authority as the original. I understand this AUTHORIZATION is to be part of the written employment application which I sign.

I am authorize a background check for the purpose of evaluating me for employment, promotion, reassignment, reclassification, transfer, or retention as an employee. I also understand that any misrepresentation, falsification or omission of facts herein may be grounds for disqualification, release or dismissal.

PRINT NAME: HA OEDOR N KARLI ELIZABETH
Last First Middle

Current Address: [REDACTED]
Street Number & Name City State Zip How Long?

DATE OF BIRTH: [REDACTED] SOCIAL SECURITY #: [REDACTED]

HOME PHONE #: [REDACTED] BUSINESS PHONE #: [REDACTED]

OTHER NAMES YOU HAVE USED: [REDACTED]

EMAIL ADDRESS: [REDACTED]

SINCE YOUR 18TH BIRTHDAY, HAVE YOU BEEN CONVICTED OF A FELONY OR FELONY-REDUCED-TO MISDEMEANOR CONVICTION BY ANY COURT? ☐ YES ☒ NO

If yes, please indicate date, location and explanation:

[REDACTED]
[REDACTED]
[REDACTED]

Complete driver's license information only if this position requires that you drive a motor vehicle.

DRIVER'S LICENSE INFORMATION:

License number Expiration Date State of Issue

PRIVACY NOTICE

The Information Practices Act of 1977 (effective July 1, 1978) requires you to provide the following information to individuals who are asked to supply information about themselves.
The principal purpose for requesting the information on this form is to conduct background checks on individuals selected for available positions. The federal statute authorizes the maintenance of this information.
Furnishing all information requested on this form is mandatory. Failure to provide such information shall result in a determination that the applicant is ineligible for employment or not appropriate for reassignment.

I hereby certify that all statements on this application are true and correct to the best of my knowledge and belief. I understand that the petition for this information is for companies to be informed of my current records, previous records and character. I understand that my employment depends upon successful completion of a background investigation, by first or third party organizations, to verify information and obtain all records held by government or private entities. If employed, I understand that any falsification, misrepresentation or omission of facts of this record may be considered cause for release or dismissal.

APPLICANT/EMPLOYEE SIGNATURE: [Signature]

DATE: Nov. 7, 17



RENTAL - DISCLOSURE FOR PRE-1978 HOUSING RENTAL AND LEASES
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lessor's Name: Smith & DeGroat Real Estate as Agents for Nassau County

Property Address: 123 Middle Neck Road

City/State/Zip/Phone: 27 East Jericho Turnpike, Mineola, New York 11501

Port Washington, N.Y. 11050

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

- ☒ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☒ (b) Records and Reports available to the lessor (check one below):
- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- ☒ (c) Lessee has received copies of all information listed above.
- ☒ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

- MS (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee: JAMES HAYES JR Date: 6-24-20 Lessor: Kenn D Date: 6-24-20
Agent: Martin Schackner Date: 6-24-20 Agent: _____ Date: _____
Smith & DeGroat Real Estate
as Agent for Nassau County



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website
https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Marty Schackner (print name of Real Estate Salesperson/
Broker) of Smith & DeGroat (print name of Real Estate company, firm or brokerage)

(I)(We) Jim Hagedorn

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature

Date:

6-17-20

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

2016 W-2 and EARNINGS SUMMARY



Employee Reference Copy

W-2 Wage and Tax Statement 2016

OMB No. 1545-0048
 Copy 2 to be filed with employee's Federal income tax return.

Control number 000318 CHIC/GRL 011273
 Dept. 011273
 Corp. A
 Employer use only 1968

Employee's name, address, and ZIP code
SCOTTS MIRACLE-GRO COMPANY
14111 SCOTTS LAWN ROAD
MARYSVILLE OH 43041

Batch #02531

If Employee's name, address, and ZIP code

JAMES HAGEDORN
3085 SE ST LUCIE BLVD
STUART FL 34997

| | |
|--|--|
| Employer's FED ID number 31-1414921 | Employee's SSA number 123-50-6875 |
| Wages, tips, other comp. 18176576.57 | Federal income tax withheld 6994253.09 |
| Social security wages 118500.00 | Social security tax withheld 7347.00 |
| Medicare wages and tips 19346751.31 | Medicare tax withheld 452848.65 |
| Social security tips | Allocated tips |
| Verification Code 2871-FB22-A293-DEE2 | 10 Dependent care benefits |
| 1 Nonqualified plans | 12a See instructions for box 12 C 1980.00 |
| 4 Other 999999.99 SRA | 12b D 24000.00 12c V 5867514.14 12d DD 14306.28 13 Stat emp./Ret. plan 3rd party sick pay X |
| 5 State Employer's state ID no. OH 52-2650837 | 16 State wages, tips, etc. 18176576.57 |
| 7 State income tax 655010.90 | 18 Local wages, tips, etc. 19346751.31 |
| 9 Local income tax 290201.25 | 20 Locality name MARYSVIL |

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2016 pay stub plus any adjustments submitted by your employer.

| | | | | | |
|--|-------------|---|-----------|---------------------------------------|-----------|
| Gross Pay | 19349838.31 | Social Security Tax Withheld Box 4 of W-2 | 7347.00 | OH. State Income Tax Box 17 of W-2 | 655010.90 |
| Fed. Income Tax Withheld Box 2 of W-2 | 6994253.09 | Medicare Tax Withheld Box 6 of W-2 Includes Add'l Med | 452848.65 | Local Income Tax Box 19 of W-2 | 290201.25 |
| | | | 172320.76 | SUI/SDI Box 14 of W-2 | |

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

| | | | | | |
|------------------------------|---|---------------------------------------|--------------------------------|--|---|
| | Wages, Tips, other Compensation Box 1 of W-2 | Social Security Wages Box 3 of W-2 | Medicare Wages Box 5 of W-2 | OH. State Wages, Tips, Etc. Box 16 of W-2 | MARYSVIL Local Wages, Tips, Etc. Box 18 of W-2 |
| Gross Pay | 19,349,838.31 | 19,349,838.31 | 19,349,838.31 | 19,349,838.31 | 19,349,838.31 |
| Plus GTL (C-Box 12) | 1,980.00 | 1,980.00 | 1,980.00 | 1,980.00 | 1,980.00 |
| Less Misc. Non Taxable Comp. | 1,146,174.74 | N/A | N/A | 1,146,174.74 | N/A |
| Less 401(k) (D-Box 12) | 24,000.00 | N/A | N/A | 24,000.00 | N/A |
| Less Other Cafe 125 | 5,067.00 | 5,067.00 | 5,067.00 | 5,067.00 | 5,067.00 |
| Wages Over Limit | N/A | 19,228,251.31 | N/A | N/A | N/A |
| Reported W-2 Wages | 18,176,576.57 | 118,500.00 | 19,346,751.31 | 18,176,576.57 | 19,346,751.31 |

3. Employee W-4 Profile. To change your Employee W-4 Profile Information, file a new W-4 with your payroll dept.

JAMES HAGEDORN
3085 SE ST LUCIE BLVD
STUART FL 34997

Social Security Number: 123-50-6875
 Taxable Marital Status: MARRIED

Exemptions/Allowances:

FEDERAL: 0
 STATE: 4
 LOCAL:

© 2016 ADP, LLC

Fold and Detach Here

| | |
|--|---|
| Wages, tips, other comp. 18176576.57 | 2 Federal income tax withheld 6994253.09 |
| Social security wages 118500.00 | 4 Social security tax withheld 7347.00 |
| Medicare wages and tips 19346751.31 | 6 Medicare tax withheld 452848.65 |
| Control number 000318 CHIC/GRL 011273 | Dept. 011273 Corp. A Employer use only 1968 |

Employee's name, address, and ZIP code
SCOTTS MIRACLE-GRO COMPANY
14111 SCOTTS LAWN ROAD
MARYSVILLE OH 43041

| | |
|--|--|
| Employer's FED ID number 31-1414921 | Employee's SSA number 123-50-6875 |
| Social security tips | 8 Allocated tips |
| Verification Code 2871-FB22-A293-DEE2 | 10 Dependent care benefits |
| 1 Nonqualified plans | 12a See instructions for box 12 C 1980.00 |
| 4 Other 999999.99 SRA | 12b D 24000.00 12c V 5867514.14 12d DD 14306.28 13 Stat emp./Ret. plan 3rd party sick pay X |

Employee's name, address and ZIP code
JAMES HAGEDORN
3085 SE ST LUCIE BLVD
STUART FL 34997

| | |
|--|---|
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| 9 Local income tax 290201.25 | 20 Locality name MARYSVIL |

Federal Filing Copy
W-2 Wage and Tax Statement 2016
 Copy 2 to be filed with employee's Federal income tax return.

| | |
|--|---|
| 1 Wages, tips, other comp. 18176576.57 | 2 Federal income tax withheld 6994253.09 |
| 3 Social security wages 118500.00 | 4 Social security tax withheld 7347.00 |
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Employee's name, address and ZIP code
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3085 SE ST LUCIE BLVD
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| 17 State income tax 655010.90 | 18 Local wages, tips, etc. 19346751.31 |
| 19 Local income tax 290201.25 | 20 Locality name MARYSVIL |

City or Local Filing Copy
W-2 Wage and Tax Statement 2016
 Copy 2 to be filed with employee's State income tax return.

| | |
|--|---|
| 1 Wages, tips, other comp. 18176576.57 | 2 Federal income tax withheld 6994253.09 |
| 3 Social security wages 118500.00 | 4 Social security tax withheld 7347.00 |
| 5 Medicare wages and tips 19346751.31 | 6 Medicare tax withheld 452848.65 |
| d Control number 000318 CHIC/GRL 011273 | Dept. 011273 Corp. A Employer use only 1968 |

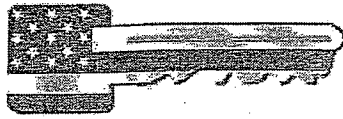
Employee's name, address, and ZIP code
SCOTTS MIRACLE-GRO COMPANY
14111 SCOTTS LAWN ROAD
MARYSVILLE OH 43041

| | |
|--|--|
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3085 SE ST LUCIE BLVD
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| 17 State income tax 655010.90 | 18 Local wages, tips, etc. 19346751.31 |
| 19 Local income tax 290201.25 | 20 Locality name MARYSVIL |

City or Local Filing Copy
W-2 Wage and Tax Statement 2016
 Copy 2 to be filed with employee's City or Local income tax return.



TenantReports.com
TENANT SCREENING SERVICES

Background Screening Report

TenantReports.com llc

www.TenantReports.com

370 Reed Road, Suite 101

Broomall, PA 19008

Phone: 610-622-0000 / 855-244-2400

Fax: 610-622-0100 / 855-244-2401

| | | | |
|-------------|-----------------------------------|-------------|---|
| FILE NUMBER | 1464312 | REPORT DATE | 06-11-2020 |
| REPORT TO | Smith & Drake Realty Corp.(66813) | ORDER DATE | 06-11-2020 Donna Marder |
| | 27 East Jericho Tpke | TYPE | US - Premium Level - Nationwide Package |
| | Mineola, NY 11501 | | \$40.00 |
| | Phone: (516) 248-6905 | | |
| | Fax: - | | |

Application Information

| | | | | | |
|-------------|-----------------|--------------------|---------------------------|-----|------------|
| APPLICANT | HAGEDORN, KARLI | SSN | XXX-XX-0773 | DOB | 05-13-XXXX |
| ADDRESS(ES) | ONE BEACH ROAD | CITY / STATE / ZIP | PORT WASHINGTON, NY 11050 | | |

Credit

Scores

| | | |
|---|----------------|-------------|
| 822 - TRANSUNION/FICO CLASSIC (08) | KARLI HAGEDORN | XXX-XX-0773 |
|---|----------------|-------------|

Financial Summary

| | # | PAYMENT | TTL BALANCE | PAST DUE | UTILIZATION | |
|-------------|----|---------|----------------|-------------|-------------|---------------------------------|
| MORTGAGE | 0 | \$0 | \$0 | \$0 | 0% | PROPOSED RENT |
| INSTALLMENT | 1 | \$270 | \$2970 | \$0 | 0% | STATED MONTHLY INCOME |
| OPEN | 3 | \$5918 | \$118390 | \$0 | 29% | INCOME TO RENT RATIO |
| REVOLVING | 10 | \$284 | \$17945 | \$0 | 4% | INCOME TO DEBT RATIO |
| OTHER | 0 | \$0 | \$0 | \$0 | 0% | INCOME TO DEBT INCL. RENT RATIO |
| | 14 | \$6472 | \$139305 | \$0 | 34% | |

Warning: Use careful judgment the past due column of this financial summary may possibly combine amounts of an original creditor with amounts from a collection agency collecting for the original creditor. A single debt could be included as a trade amount and with the collection agency. In a few cases, this single debt can appear as a judgment in the public records section, as well.

Variations

Personal Information Comparison

| | NAME | SOC SEC | DOB | AKA |
|-----------|-----------------|-------------|------------|---|
| APPLICANT | HAGEDORN, KARLI | XXX-XX-0773 | 05/13/XXXX | |
| TU | HAGEDORN, KARLI | MATCH | 05/13/XX | HAGEDORN,K HAGEDORN,KARLI,E KARLI F HAGEDORN DOB: 05/13/XX |

Address Comparison

| | ADDRESS | REPORTED |
|-----------|---|----------|
| APPLICANT | ONE BEACH ROAD PORT WASHINGTON, NY 11050 | 06/11/20 |
| TU | 1 BEACH RD , PORT WASHINGTON, NY 11050 | |
| APPLICANT | 44 S BAYLES AV 218, PORT WASHINGTON, NY 11050 | 201407 |

APPLICANT TU 888 PO BOX 888 , PORT WASHINGTON, NY 11050

200112

Employment Comparison

| APPLICANT | COMPANY | POSITION | REPORTED |
|-----------|-----------|----------|----------|
| TU | HOUSEWIFE | | |

Credit Bureau Report

Credit History

| CREDITOR | OPENING DATE MONTHS REVIEWED | REPORTED DATE DLA | HIGH CREDIT | BALANCE | PAST DUE AMOUNT | HISTORICAL TIMES PAST DUE | | | TYPE TERMS | PRESENT STATUS | E C O A |
|--|---------------------------------------|-------------------------|----------------|----------|-----------------------|---------------------------------|----|-----|---------------------|-------------------|------------------|
| | | | | | | 30 | 60 | 90+ | | | |
| AMEX | 04/09/83 48 | 05/07/20 | \$218515 | \$111912 | \$0 | 0 | 0 | 0 | OPEN \$5595 | AS AGREED TU | A |
| Remarks: AUTHORIZED USER | | | | | | | | | | | |
| CITI | 02/01/87 48 | 06/05/20 202005 | \$45750 | \$13488 | \$0 | 0 | 0 | 0 | REV MIN \$202 | AS AGREED TU | A |
| Remarks: AUTHORIZED USER | | | | | | | | | | | |
| AMEX | 06/10/84 48 | 05/12/20 | \$18145 | \$6478 | \$0 | 0 | 0 | 0 | OPEN \$323 | AS AGREED TU | B |
| CITI | 09/26/05 48 | 05/22/20 202005 | \$12400 | \$3127 | \$0 | 0 | 0 | 0 | REV MIN \$47 | AS AGREED TU | B |
| JPMCB AUTO | 03/06/18 26 | 06/08/20 202006 | \$10530 | \$2970 | \$0 | 0 | 0 | 0 | AUTO 39 \$270 | AS AGREED TU | B |
| Remarks: AUTO LEASE | | | | | | | | | | | |
| AMEX | 02/26/84 48 | 05/11/20 | \$28300 | \$1330 | \$0 | 0 | 0 | 0 | REV MIN \$35 | AS AGREED TU | B |
| AMEX | 12/27/83 48 | 05/14/20 | \$792 | \$0 | \$0 | 0 | 0 | 0 | OPEN \$0 | AS AGREED TU | A |
| Remarks: AUTHORIZED USER | | | | | | | | | | | |
| BARNEYS NY | 12/13/00 48 | 04/18/13 201212 | \$10000 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | B |
| CAP1/BERGD | 03/11/05 48 | 06/07/20 201802 | \$503 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | B |
| CAP1/NEIMN | 11/19/08 48 | 05/27/20 201909 | \$15000 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | B |
| CAP1/SAKS | 02/12/96 48 | 06/01/20 201912 | \$15000 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | B |
| CCB/BARNEY | 12/13/00 48 | 02/08/20 201910 | \$12200 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | B |
| Remarks: ACCOUNT CLOSED BY CREDIT GRANTOR; COLLATERAL: PFROM BARNEYS NEW YORK | | | | | | | | | | | |
| CITI | 07/17/09 48 | 09/16/15 201205 | \$1070 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | INACTIVE TU | B |
| Remarks: INACTIVE ACCOUNT | | | | | | | | | | | |
| JPMCB CARD | 10/26/05 48 | 07/26/17 201707 | \$10000 | \$0 | \$0 | 0 | 0 | 0 | REV \$0 | AS AGREED TU | T |

ECOA KEY: B = BORROWER; C = CO-BORROWER; S = SHARED; J = JOINT; U = UNDESIGNATED; A = AUTHORIZED USER

Public Records

NO PUBLIC RECORDS DEVELOPED

Prior Inquiries

| CREDITOR | INQUIRY TYPE | DATE | SRC | KIND OF BUSINESS | EOA |
|------------------------------|--------------|------|-----|------------------|-----|
| NO PRIOR INQUIRIES DEVELOPED | | | | | |

Repository Remarks

NO REPOSITORY REMARKS DEVELOPED

Submission Results

| APPLICANT | BUREAU | DATE | RESULT |
|-----------|------------|----------------------|--------------|
| APPLICANT | TRANSUNION | 06/11/20 12:03:51 PM | RECORD FOUND |

Repository Referral

TransUnion Consumer Relations
 www.transunion.com/myoptions
 2 Baldwin Place
 P.O. Box 1000
 Chester, PA 19022
 800-888-4213

Comments

*** End of Credit Report ***

Investigative

Nationwide Criminal w/Alias

RESULTS **No Reportable Records Found**

NAME SEARCHED HAGEDORN, KARLI

SEARCH DATE 06-11-2020 1:03 PM MDT

DOB SEARCHED 05-13-XXXX

JURISDICTION NATIONWIDE

NAME VARIATION(S) SEARCHED

KARLI FORMAN HAGEDORN; K HAGEDORN; KARLI E HAGEDORN; KARLI FORMANHAGEDORN; KARLI E FORMAN-HAGEDORN; LYDIA GARCIA; CARLY E HAGEDORN

JURISDICTION(S) SEARCHED

The search you have selected is a search of our criminal database(s) and may not represent 100% coverage of all criminal records in all jurisdictions and/or sources. Coverage details available upon request.

SSN VALIDATION INFORMATION

| | |
|--------------------|---|
| Valid: | True |
| Deceased: | False |
| Message: | This is a Valid Social Security Number. |
| Issued Location: | New York |
| Issued Date Range: | 1974 and 1976 |

ADDRESS/IDENTITY HISTORY INFORMATION

| FULL NAME / SSN | DOB | ADDRESS | PHONE/NAME/COMPANY | REPORTED DATE(S) |
|-----------------------|---------|---|--------------------|---------------------------------|
| KARLI FORMAN HAGEDORN | XXXX-05 | 44 S BAYLES AVE STE 218 PORT WASHINGTON, NY 11050 County: NASSAU | | First: 2014-07 Last: 2020-06 |

KARLI FORMAN HAGEDORN XXXX-05

PO Box 888

First: 2000-11

| | | | |
|-----------------------|---------|---|---------------------------------|
| | | PORT WASHINGTON, NY 11050 County: NASSAU | Last: 2018-06 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 44 S BAYLES AVE PORT WASHINGTON, NY 11050 County: NASSAU | First: 2018-03 Last: 2018-03 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 1 BEACH RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 1987-04 Last: 2020-02 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 52 AVENUE B PORT WASHINGTON, NY 11050 County: NASSAU | First: 2015-02 Last: 2015-02 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 800 PORT WASHINGTON BLVD PORT WASHINGTON, NY 11050 County: NASSAU | First: 2008-05 Last: 2014-05 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 6 GLEN RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 2013-01 Last: 2013-01 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 2 GLEN RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 1988-11 Last: 2007-07 |
| KARLI FORMAN HAGEDORN | XXXX-05 | 3964 YOUNGS RD SOUTHERN PINES, NC 28387 County: MOORE | First: 1988-02 Last: 1988-02 |
| K HAGEDORN | XXXX-05 | 44 S BAYLES AVE STE 218 | First: 2014-07 Last: 2020-06 |

PORT WASHINGTON,
NY 11050
County: NASSAU

| | | | |
|------------|---------|---|---------------------------------|
| K HAGEDORN | XXXX-05 | PO Box 888 PORT WASHINGTON, NY 11050 County: NASSAU | First: 2000-11 Last: 2018-06 |
| K HAGEDORN | XXXX-05 | 44 S BAYLES AVE PORT WASHINGTON, NY 11050 County: NASSAU | First: 2018-03 Last: 2018-03 |
| K HAGEDORN | XXXX-05 | 1 BEACH RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 1987-04 Last: 2020-02 |
| K HAGEDORN | XXXX-05 | 52 AVENUE B PORT WASHINGTON, NY 11050 County: NASSAU | First: 2015-02 Last: 2015-02 |
| K HAGEDORN | XXXX-05 | 800 PORT WASHINGTON BLVD PORT WASHINGTON, NY 11050 County: NASSAU | First: 2008-05 Last: 2014-05 |
| K HAGEDORN | XXXX-05 | 6 GLEN RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 2013-01 Last: 2013-01 |
| K HAGEDORN | XXXX-05 | 2 GLEN RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 1988-11 Last: 2007-07 |
| K HAGEDORN | XXXX-05 | 3964 YOUNGS RD SOUTHERN PINES, NC | First: 1988-02 Last: 1988-02 |

28387

County: MOORE

| | | | |
|------------------|---------|---|---------------------------------|
| KARLI E HAGEDORN | XXXX-05 | 44 S BAYLES AVE STE 218 PORT WASHINGTON, NY 11050 County: NASSAU | First: 2014-07 Last: 2020-06 |
| KARLI E HAGEDORN | XXXX-05 | PO Box 888 PORT WASHINGTON, NY 11050 County: NASSAU | First: 2000-11 Last: 2018-06 |
| KARLI E HAGEDORN | XXXX-05 | 44 S BAYLES AVE PORT WASHINGTON, NY 11050 County: NASSAU | First: 2018-03 Last: 2018-03 |
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| KARLI E HAGEDORN | XXXX-05 | 2 GLEN RD PORT WASHINGTON, | First: 1988-11 Last: 2007-07 |

NY 11050
County: NASSAU

| | | | |
|-----------------------------|---------|---|---------------------------------|
| KARLI E HAGEDORN | XXXX-05 | 3964 YOUNGS RD SOUTHERN PINES, NC 28387 County: MOORE | First: 1988-02 Last: 1988-02 |
| KARLI FORMANHAGEDORN | XXXX-05 | 44 S BAYLES AVE STE 218 PORT WASHINGTON, NY 11050 County: NASSAU | First: 2014-07 Last: 2020-06 |
| KARLI FORMANHAGEDORN | XXXX-05 | PO Box 888 PORT WASHINGTON, NY 11050 County: NASSAU | First: 2000-11 Last: 2018-06 |
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| KARLI FORMANHAGEDORN | XXXX-05 | 1 BEACH RD PORT WASHINGTON, NY 11050 County: NASSAU | First: 1987-04 Last: 2020-02 |
| KARLI FORMANHAGEDORN | XXXX-05 | 52 AVENUE B PORT WASHINGTON, NY 11050 County: NASSAU | First: 2015-02 Last: 2015-02 |
| KARLI FORMANHAGEDORN | XXXX-05 | 800 PORT WASHINGTON BLVD PORT WASHINGTON, NY 11050 County: NASSAU | First: 2008-05 Last: 2014-05 |
| KARLI E FORMAN- HAGEDORN | XXXX-05 | 44 S BAYLES AVE STE 218 | First: 2014-07 Last: 2020-06 |

PORT WASHINGTON,
NY 11050
County: NASSAU

KARLI E FORMAN-
HAGEDORN

XXXX-05

PO Box 888
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 2000-11
Last: 2018-06

KARLI E FORMAN-
HAGEDORN

XXXX-05

44 S BAYLES AVE
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 2018-03
Last: 2018-03

KARLI E FORMAN-
HAGEDORN

XXXX-05

1 BEACH RD
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 1987-04
Last: 2020-02

KARLI E FORMAN-
HAGEDORN

XXXX-05

52 AVENUE B
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 2015-02
Last: 2015-02

KARLI E FORMAN-
HAGEDORN

XXXX-05

800 PORT
WASHINGTON BLVD
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 2008-05
Last: 2014-05

KARLI E FORMAN-
HAGEDORN

XXXX-05

6 GLEN RD
PORT WASHINGTON,
NY 11050
County: NASSAU

First: 2013-01
Last: 2013-01

LYDIA GARCIA

341 44TH ST 6
BROOKLYN, NY 11220
County: KINGS

First: 1995-08
Last: 1995-08

CARLY E HAGEDORN

BEACH RD
SANDS POINT, NY

First: 1996-10
Last: 1996-10

11050

County: NASSAU

CAUTION: Based on the information provided TenantReports.com llc searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched the SSN and at least one personal identifier (i.e., Name or Date of Birth) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Nation Wide Eviction Search

RESULTS No Reportable Records Found

NAME SEARCHED HAGEDORN, KARLI

SEARCH DATE 06-11-2020 1:03 PM MDT

JURISDICTION NATIONWIDE

SEARCH SCOPE

NOTICE: The search you have selected is of eviction database(s). The database(s) does not contain 100% coverage of all eviction records in all jurisdictions and/or sources. Further, records available for inclusion in the database(s) vary from time to time. We cannot guarantee that any or all records regarding the subject of the search will be in the database(s) at the time of the search. Coverage details are available upon request from TenantReports.com llc.

Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

***** End Of Report *****

ACORD™ EVIDENCE OF PERSONAL PROPERTY INSURANCEDATE (MM/DD/YYYY)
08/03/2020

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

| | | | | |
|--|-----------|---|---|---|
| AGENCY Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite Jericho, NY 11753 | | PHONE (A/C. No. Ext): (516) 745-0800 FAX (A/C. No): (516) 745-0082 E-MAIL ADDRESS: | COMPANY Privilege Underwriters Recip Exchange One North Lexington Avenue White Plains, NY 10601-1743 | |
| CODE: | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: HAGEDOKA01 | | | | |
| INSURED Karli and James Hagedorn 123 Middle Neck Road Port Washington, NY 11050 | | LOAN NUMBER | POLICY NUMBER HO032263907 | |
| | | EFFECTIVE DATE 02/15/2020 | EXPIRATION DATE 02/15/2021 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

COVERAGE INFORMATION

| COVERAGE/PERILS/FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|-----------------------|---------------------|------------|
| | | |

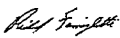
REMARKS (Including Special Conditions)

123 Middle Neck Road Port Washington, NY 11050
 Primary Liability \$1,000,000 Policy#HO032263907 2/15/2020 to 2/15/2021
 Umbrella Liability \$25,000,000 Policy#EX032229907 2/15/2020 to 2/15/2021

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

| | | | |
|--|------------|-------------------------------------|--------------------|
| NAME AND ADDRESS County of Nassau 1 West Street Mineola, NY 11501 | MORTGAGEE | <input checked="" type="checkbox"/> | ADDITIONAL INSURED |
| | LOSS PAYEE | <input type="checkbox"/> | |
| | LOAN # | | |
| AUTHORIZED REPRESENTATIVE  | | | |



COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary
Chief Procurement Officer

FROM: Eileen Krieb
Commissioner, Department of Parks, Recreation and Museums

DATE: August 3, 2020

SUBJECT: Delay Memo – Smith & Drake Realty Corp d/b/a Smith & DeGroat
Real Estate CQPK20000024

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned grant contract. CQPK20000024 is a Use & Occupancy Permit for a unit in Smith & DeGroat's Landmark Portfolio of Parks Properties, Mille Fleurs, at the Sands Point Preserve. It is a revenue permit, generating \$108,000 annually in a use and occupancy fee paid to the County via Smith & DeGroat, pursuant to agreement CQPK17000001 under which Smith & DeGroat serves as managing agent for the County for the properties specified within the Landmark Portfolio.

The term of this permit begins August 1, 2020. The agreement between Smith & DeGroat and the permittee was signed June 4th, 2020 and received by the Department in July of 2020. Subsequent clarifications and completion of required paperwork was necessary, leading to the delay in processing the agreement for approvals and a timely submission to the Legislature for consideration.

A handwritten signature in black ink, appearing to be "E. Krieb", is located in the bottom right corner of the page.