



E-77-20

**NIFS ID:CQPK2000013 Department: Parks**

**Capital:**

SERVICE: License Agreement

Contract ID #:CQPK2000013 NIFS Entry Date: 06-APR-20 Term: from to

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

1) Mandated Program:	N
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

<b>Vendor Info:</b>	
Name: <b>Nassau Equestrian Center at Old Mill, Inc.</b>	Vendor ID#: [REDACTED]
Address: 62 Route 106 Jericho, NY 11753	Contact Person: [REDACTED]
	Phone: [REDACTED]

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

**Routing Slip**

Department	NIFS Entry: X	08-APR-20 -- PABUFFOLINO
Department	NIFS Approval: X	08-APR-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-APR-20 -- IQURESHI
OMB	NIFS Approval: X	08-APR-20 -- SJACOB
County Atty.	Insurance Verification: X	14-APR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	14-APR-20 -- DMCDERMOTT
CPO	Approval: X	16-APR-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>17-APR-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>20-APR-20 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>22-MAY-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions.
<b>Method of Procurement:</b> RFP #PW-B9000019S issued on April 9, 2019
<b>Procurement History:</b> RFP #PW-B9000019S issued on April 9, 2019 ; Five (5) proposals received and evaluated. The highest ranking proposer was Nassau Equestrian Center, and as a result was selected and awarded the License agreement.
<b>Description of General Provisions:</b> The Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions. The Operator shall pay to the County a license fee in an annual aggregate amount equal to the greater of 9.5% of gross receipts or the minimum guarantee fee as listed in Section 4.1.1. In addition, the Operator shall invest at least 125,000.00 during the first two (2) years of the 10 year term and \$50,000.00 in the five (5) year renewal term for capital improvements.
<b>Impact on Funding / Price Analysis:</b> Revenue contract
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

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

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, TO EXECUTE A LICENSE AND OPERATING AGREEMENT WITH NASSAU EQUESTRIAN CENTER AT OLD MILL, INC.

WHEREAS, the County has negotiated a license and operating agreement with Nassau Equestrian Center at Old Mill, Inc. in relation to the operation of a horse farm at Old Mill, Jericho, New York; and

WHEREAS, that the Nassau County Department of Parks, Recreation and Museums has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be identified as a “Type II” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), recommends that the Legislature upon its review of the attached documentation, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Nassau Equestrian Center at Old Mill, Inc.; and further

RESOLVED, that it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the proposed grant of the use and occupancy permit for the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of a classification as a Type II action.



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

1. Vendor: Nassau Equestrian Center at Old Mill, Inc.

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: 10 years after Commencement date

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:

The Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions. aggregate amount equal to the greater of 9.5% of gross receipts or the minimum guarantee fee as listed in Section 4.1.

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:

Table with 3 columns: Contract ID, Date, Amount

## 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

09-APR-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: NASSAU EQUESTRIAN CENTER

CONTRACTOR ADDRESS: 62 Route 106, Jericho, NY

11753 FEDERAL TAX ID #: 26-4056894

***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 April 9, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on April 9, 2019, via email and regular mail to interested parties and by publication on the County procurement website. Four hundred seventy-nine (479) of potential proposers received notice of the RFP. Twenty-five (25) viewed the documents, Fifteen (15) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. More than Ten (10) Potential Proposers were sent the RFP via email. Proposals were due on May 9, 2019. A total of Five (5) proposals were received and evaluated. The evaluation committee consisted of Four (4) employees of the Department of Parks, Recreation & Museums; Andrew Goldstein, Michael Butkewicz, Victoria Kaso and Cindy Gillen (non-voting Chair), Two (2) employees of the Nassau County Police Department; Patricia Oswald and Eric Arnold, and One (1) employee of the Nassau County Society for Prevention of Cruelty to Animals; Gary Rogers. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **Nassau Equestrian Center** was the awarded Proposer.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [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.

  
\_\_\_\_\_  
Eileen Krieb, Commissioner  
4/7/2020  
\_\_\_\_\_  
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.



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?

"Laura Curran 2017" Campaign

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:  
Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

Dated: 12/12/2019 11:57:51 AM

Vendor: Nassau Equestrian Center at Old Mill Inc.

Title: President

**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: John Pizzirusso  
Date of birth: 01/12/1952  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 62 route 106  
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country: US  
Telephone: 1-516-342-1771

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>01/12/2009</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES  NO  If Yes, provide details.  
I own 100% of the shares of the corporation.

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.  
\_\_\_\_\_

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.

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, Nunzio Pizzirusso , 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, Nunzio Pizzirusso , 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.

Nassau Equestrian Center at Old Mill Inc.

Name of submitting business

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

Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

President

Title

12/12/2019 11:59:27 AM

Date

**Business History Form**

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

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

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

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

Date: 10/01/2019

1) Proposer's Legal Name: Nassau Equestrian Center at Old Mill Inc

2) Address of Place of Business: 62 route 106

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (631) 678-3805

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

4) Dun and Bradstreet number: Not applicable

5) Federal I.D. Number: ██████████

6) The proposer is a: Other (Describe) S-Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?  
YES  NO  If yes, please provide details:  
\_\_\_\_\_

8) Does this business control one or more other businesses?  
YES  NO  If yes, please provide details:  
\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES  NO  If yes, 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.

In the event a conflict arises, the County will be notified to make a determination

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.

1 File(s) Uploaded: John resume.docx

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;

01/12/2009

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.

First Name Nunzio  
Last Name Pizzirusso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position President

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

First Name Nunzio  
Last Name Pizzirusso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position President

- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
7
- vi) Annual revenue of firm;  
818000
- vii) Summary of relevant accomplishments  
Operated Equine stables for over 50 years.

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

B. Indicate number of years in business.  
50

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
We have been running Horse Stables for 50+ years and have been in this location for the last Ten.

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 Chestnut Vale Feed  
 Contact Person Josh Riale  
 Address [Redacted] State/Province/Territory NY  
 Country [Redacted]  
 Telephone [Redacted]  
 Fax # [Redacted]  
 E-Mail Address [Redacted]

Company Rojas Insurance  
 Contact Person Janet Rojas  
 Address [Redacted] State/Province/Territory NY  
 City [Redacted]  
 Country US  
 Telephone [Redacted]  
 Fax # [Redacted]  
 E-Mail Address [Redacted]

Company Ortega & Di Leonardo  
 Contact Person Michael Di Leonardo  
 Address [Redacted] State/Province/Territory NY  
 City [Redacted]  
 Country US  
 Telephone [Redacted]  
 Fax # [Redacted]



I, Nunzio Pizzirusso , 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, Nunzio Pizzirusso , 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: Nassau Equestrian Center At Old Mill Inc

Electronically signed and certified at the date and time indicated by:  
Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

President  
Title

04/16/2020 12:10:10 PM  
Date

## JOHN PIZZIRUSSO

I was raised in the equestrian industry. My expertise encompasses both financial and daily managing responsibilities of boarding stables, equestrian training centers and their grounds.

My experience includes pioneering and financing several riding facilities, from a conceptual vision straight through to fully operating and multi-faceted equestrian centers. My experience includes (competent) extensive design through physical construction as well as the establishment and implementation of successfully managed and maintained equestrian centers and their facilities all the while keeping the patrons satisfied.

My qualifications go well beyond the design and management of successful, safe equestrian facilities.

- I have bred, raised and broken to saddle young horses.
- I have owned and maintained a 300 acre horse and hay farm.
- I have organized and held many horse shows, clinics, cross country events (that I built and designed), special events, polo matches, etc at Caumsett State Park equestrian center as well as other facilities.
- I have made a major capital investment at Camusett equestrian center mainly a large 80 x 200 steel indoor arena and a large 64 stall barn complex with all the amenities.
- I restored the Historic Marshall Field Polo Stable and broodmare barn at Caumsett State Park.
- I reintroduced polo to Caumsett equestrian center, restoring Marshall Field III Polo grounds.
- I have held clinics of all disciplines by world famous Olympic competitors, which provided Long Island residents with the chance to benefit from the instruction of some of the foremost horsemen in the world.
- One year I hosted the Special Olympics equestrian event at Caumsett for physically and mentally challenged children.
- I also started an educational program with YMCA to educate children in all facets of horsemanship.
- I was recruited for developing and operating a large scale summer riding program for Computer Associates.
- I renovated and expanded facilities and programs which significantly increased revenue at Babylon Riding Center.

My vast experience in the educational and instructional areas of the equine business is instrumental in the successes that my clients have enjoyed for over 30 years.

I believe I have attributes, abilities, and complete understanding of the unique requirements of operations of State, County, Private and Corporate owned equestrian facilities. After expending more than \$970,000 on both physical improvements and revenue to the State during my 20 years at Caumsett together, guarantee the willingness to provide a smooth execution of his contractual obligations and responsibilities.

The major renovations that were done helped start up Marshall Field's historic brick barn stable facility Caumsett equestrian center riding center. When I arrived it was an abandoned facility that was used as training for firemen for 20 years prior with no boarders or horses at the end of a 10 mile road that only went to that section of Lloyd harbor.

I completely restored Old Mill Farms from what as an exceptionally neglected facility with mountains of manure everywhere; all the fencing falling apart, dilapidated barns, demolition of multiple buildings with no foundations and no traversable pathways to a fully functioning facility. The buildings that stayed up got all new siding, interior work, plumbing, etc.

My achievements, as documented in the following descriptions of past operations and letters of endorsement, has consistently demonstrated a willingness to devote myself completely to the needs of the patrons of the facilities, as well as develop an excellent relationship with the residents neighboring those properties. These endorsements are not limited to individuals, but include many Long Island Equestrian Associations and groups.

What separates me from the rest is my literal daily hands on approach in every aspect of the facility. I take great pride in knowing the boarders are content, the students are excelling, our horses are healthy, and our grounds are impeccably maintained. I can't stress enough what a multifaceted industry this is and the attention to every detail that is required to be successful.

In summary, it is my belief that there is no other candidate that can offer the depth and scope of relevant knowledge and expertise to the Nassau County patrons in the capacity that I am capable of as I have demonstrated over the past ten years here at Nassau Equestrian Center.

## John Pizzirusso

### QUALIFICATIONS OVERVIEW

Over fifty years experience as an owner operator of several very successful equestrian facilities. Expertise ranges from all areas of horsemanship to financial and daily management of boarding stables, equestrian training centers and their grounds.

All facilities include private boarding, riding lessons, and bridle paths.

Key accomplishments:

Entrepreneur who grew six equestrian facilities from conception through effective business planning, creative instructional lesson programs and attention to detail described on the following pages;

### PROFESSIONAL EXPERIENCE

Nassau Equestrian Center Inc.,	42 acre facility	June 2009 – Present
Muttontown Preserve Trails President and CEO	550 acre preserve bridle paths	

Babylon Riding Center, Belmont Lake State Park trails President and CEO	300 acres of bridle paths	August 1998 – Present
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COMPUTER ASSOCIATES CHARLIE WANG The Riding Club Inc. President and CEO		1999-2003
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Caumsett Park Equestrian Center, Inc. Camusett State Park Trails President and CEO	150 Acre facility 1500 acres of bridle paths	1978-1998
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Sleepy Hollow Horse Farm Family Owned Kinderhook, NY	10 years	1971-1981
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Bethpage Riding Academy,	5 years	1971-1976
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Babylon Riding Academy, Family Owned	50+ years	1965-Present
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COUNTY OF NASSAU

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

1. Name of the Entity: Nassau Equestrian Center at Old Mill Farm Inc

Address: 62 route 106

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: \_\_\_\_\_

2. Entity's Vendor Identification Number:                     

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):

First Name Nunzio  
Last Name Pizzirusso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 62 route 106  
City jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country US  
Position President

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.

Nunzio Pizzirusso

*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.

No other companies are affiliated

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

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

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:  
Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

Dated: 12/12/2019 11:59:47 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.

This LICENSE AND OPERATING AGREEMENT (“Agreement”) made as of the date last executed by the parties (the “Effective Date”), between the **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501 (the “County”) acting by and through the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the “Department”), and **NASSAU EQUESTRIAN CENTER at OLD MILL, INC.**, a New York corporation, having its principal office at 62 Route 106, Jericho, New York 11753 (“Operator”).

WHEREAS, the County, pursuant to the Environmental Bond Act Program (Title 59 of the Nassau County Miscellaneous Laws, Local Law No. 10-2006), acquired title to approximately 41.75 acres of land and the improvements thereon located at 62 Route 106 Road in Jericho, New York, further designated as Section 16, Block C, Lots 250, 371, 406, 415 and 441 on the Nassau County Land And Tax Map (such land and improvements, including the residential structures, buildings and improvements, collectively, the “Premises”);

WHEREAS, the County desires to make the Premises available to its citizens for certain nature and horse trails open to the public; occupancy of farm buildings, stables, horse stalls; use of lands for agricultural purposes, livestock, animal husbandry, grazing, care of animals, horseback riding, polo and other equine activities as more particularly described herein; and

WHEREAS, the County procured Operator pursuant to a Request For Proposals, PW-B9000019S, issued on April 9, 2019 (the “RFP”) and believes that the Operator is well-qualified to facilitate the public use and enjoyment of the Premises and wishes to provide for the long term operation and maintenance of the Premises by Operator, subject to certain terms and conditions contained herein.

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

## I. DEFINITIONS

- 1.1. As used throughout this Agreement, the following terms shall have the meanings set forth below:
  - (a) “Capital Improvements” shall mean all construction, reconstruction or renovation of the Premises necessary to implement the capital improvements as described in the Capital Restoration Plan attached hereto as Exhibit “C-1”. Capital Improvements also include installation of all “Fixed Equipment”, as that term is defined in this Section, which the Operator installs or causes to be installed on the Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Premises. Operator must secure written permission from the Department to perform any Capital Improvement on the Premises.

- (b) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (c) "County" shall mean the County of Nassau, its departments and political subdivisions.
- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Effective Date" shall mean the date this Agreement become effective which shall be the date it is executed by a Deputy County Executive of Nassau County.
- (f) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Operator.
- (g) "Fixed Equipment" shall mean any property affixed in any way to Premises, whether or not removal of said equipment would damage Premises.
  - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Premises subsequent to the date of execution of this Agreement.
  - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (h) "Gross Receipts" shall include, without limitation, (1) all funds received by, or accruing to Operator, without deduction or set off of any kind, from all revenue-producing activities as may be specifically allowed hereunder or approved by the Department, and directly related to and derived from Operator's activities at the Premises (including without limitation any and all boarder fees), provided that Gross Receipts shall exclude: the amount of any federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Operator as against its revenues. (2) Gross Receipts shall also include all sales made by any operator or operators using the Premises under a properly authorized sublicense or subcontract (but not Special Event(s) as described in Section 6.1 and 16.1 herein) with Operator as provided in Section 17 herein, and shall include Operator's income from rental and sublicense or subcontracting fees and commissions received by Operator in connection with all services provided by Operator's subcontractors or sub-Operators, or instructors functioning as independent Operators at the Premises. (3) Gross Receipts shall also include sales made for cash or credit (credit sales shall be included in Gross Receipts as of the date of such sale) regardless of whether the sales are paid or uncollected, it being the distinct intention and agreement of the parties that all sums due to be received by the Operator from all sources from the operation of this Agreement shall be included in Gross Receipts. (4) Gross Receipts shall also include the funds received by Operator from the sponsors of Special Events (e.g. horse shows or competitions and freelance instructor ring fees).
- (i) "Premises" or "Premises" shall mean the area on Exhibit "A" so designated and any buildings, structures and improvements contained thereon or constructed thereon and more particularly described in Exhibit "B".

- (j) "The Department" shall mean the Nassau County Department of Real Estate Planning & Development.
- (k) "Term" shall mean the term of this Agreement as defined in Section III.
- (l) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the day before the anniversary of the Commencement Date in the following calendar year.

## II. RIGHT TO OPERATE/GRANT OF LICENSE

- 2.1 The County does hereby grant to Operator a non-exclusive license, right and privilege to use, occupy and operate the Premises subject to and in accordance with the provisions set forth in this Agreement. It is expressly understood and agreed that no real property is leased to Operator as a result of this Agreement. The Premises shall be restricted to the areas depicted in Exhibit "A", and the Operator shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.
- 2.2 Operator shall obtain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, including without limitation State Environmental Quality Review Act (SEQRA) approval, which are or may become necessary to lawfully occupy and operate the Premises in accordance with the terms of the Agreement. Whenever any act, consent, approval or permission is required of the County or the Department under this Agreement, the same shall be valid only if it is in writing and signed by a duly authorized representative of the Department.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Operator, but that during the Term of the Agreement, Operator shall have the use of the Property only so long as Operator is in compliance with each and every term and condition in this Agreement. None of the rights herein granted to Operator are, nor shall they be construed as, a lease, easement, or other interest in land. Operator is not authorized to lease all, or any portion of, the Premises. Only licenses or permits are allowed under this Agreement.
- 2.4 Operator shall provide, at all times, free access to the Premises to the Department or its representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes. Without limiting the generality of the foregoing the Premises shall be available for weekly, monthly, yearly, and spot inspections by the Nassau County Police Mounted Unit Supervisor, Mounted Unit Police Officers (collectively the "NCPDMU") and/or the Nassau County Society For the Prevention of Cruelty to Animals (the "SCPA").

- 2.5 The rights and privileges set forth herein are granted subject to all requisite approvals, including, if required, review and approval by the Nassau County Planning Commission, as well as the County Legislature.

### III. TERM OF AGREEMENT

- 3.1 The Agreement term ("Term") shall commence on the Effective Date of this Agreement ("Commencement Date") and shall terminate on the tenth anniversary (the "Termination Date") of the Commencement Date, unless extended or terminated earlier as herein provided. The Department may exercise an option of renewing this Agreement for one (1) additional five-year term, on the terms and conditions as are contained herein.
- 3.2 Notwithstanding any language contained herein, this Agreement is terminable at will by the County in its sole and absolute discretion, at any time, provided that the County shall act in good faith and shall not have the right to terminate this Agreement at will in an arbitrary and capricious manner. Such termination shall be effective thirty (30) days after written notice is sent to Operator. The Department, the County, its employees and agents shall not be liable for damages to Operator in the event that this Operator is terminated by the Department as provided for herein. In the event such notice is not given, this Agreement shall terminate as described in Section 3.1 of this Agreement.
- 3.3 (a) Should Operator breach or fail to comply with any of the provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, County may in writing order Operator to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that Operator fails to comply with such written notice within twenty days from the mailing thereof, or fails to promptly and diligently commence and pursue compliance within that time subject to unavoidable delays beyond the reasonable control of Operator, then this Agreement shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows within two (2) years thereafter, County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.
- (b) The following shall constitute events of default for which this Agreement may be terminated on one-day notice: (i) appointment of any receiver of Operator's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Operator permanently of the rights, powers, and privileges necessary for the proper conduct and operation of this Agreement; (iv) the levy of any attachment or execution which substantially interferes with Operator's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty

days; (v) should Operator be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; (vi) should any principal of Operator be convicted of a crime involving moral turpitude.

Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this Agreement.

- 3.4 Upon expiration or sooner termination of this Agreement by County, all rights of Operator herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, or the Department, except as provided in paragraph 18.4 below.
- 3.5 Operator shall, on or prior to the expiration or sooner termination of Agreement, remove all personal possessions from the Premises. Operator acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this Agreement is intended by Operator to be abandoned. Operator shall remain liable to the County for any damages, including lost revenues and the cost of removal or disposal of property should Operator fail to remove all possessions from the premises on or before the expiration or termination date.

IV. PAYMENT TO THE COUNTY; GROSS RECEIPTS; ACCOUNTING PROCEDURES & RECORDS; SECURITY

- 4.1.1 In consideration of the County granting the non-exclusive right to occupy and operate the Premises, the Operator shall make license payments, as set forth below:

Throughout the Term hereof, Operator shall pay to the County a License Fee in an annual aggregate amount equal to the greater of Nine and 1/2 Percent (9.5%) of Gross Receipts or the Minimum Guaranteed Fees herein listed, said Minimum Guaranteed Fees payable monthly on the first day of each calendar month:

<b>Year</b>	<b>Minimum Annual License Fee</b>	<b>Minimum Monthly License Fee</b>
One	\$72,960.00	\$6,080.00
Two	\$80,750.00	\$6,729.17
Three	\$80,750.00	\$6,729.17
Four	\$80,750.00	\$6,729.17
Five	\$80,750.00	\$6,729.17
Six	\$80,750.00	\$6,729.17

Seven	\$80,750.00	\$6,729.17
Eight	\$80,750.00	\$6,729.17
Nine	\$90,250.00	\$7,520.84
Ten	\$92,625.00	\$7,718.75
Eleven – if option exercised	\$92,625.00	\$7,718.75
Twelve– if option exercised	\$92,625.00	\$7,718.75
Thirteen– if option exercised	\$92,625.00	\$7,718.75
Fourteen– if option exercised	\$92,625.00	\$7,718.75
Fifteen– if option exercised	\$92,625.00	\$7,718.75
Total	\$1,284,210.00	

4.1.2 The Operator agrees to retain all current boarders until expiration of their current agreements and, upon request of the County, to submit a list of all current boarders along with their fees, term and other applicable information. The Operator shall not increase the Boarding fees of any current boarder to be in excess of their current Boarding fees attached hereto as Exhibit "F" and made a part hereof (plus an annual Consumer Price Index ("CPI") cost of living increase, described as: Series Title: All items in New York- Newark -Jersey City, NY-NJ-PA, CPI Series Id: CUURS12ASA0) without the prior written consent of the Department. The Operator shall not increase the Boarding fees for new boarders to be in excess of \$1160 per month (except for CPI increases as stated above) without the prior written consent of the Department during the Term of this Agreement and any renewal periods. The Operator may charge fees for late payments and for extra services. The fees for such extra services are listed in Exhibit "E" attached hereto and made a part hereof. The fees for such extra services may only be increased with the prior written consent of the Department.

(a) On or before the fifteenth (15<sup>th</sup>) day following each quarter of each Operating Year, Operator shall submit to the Department, in a form reasonably satisfactory to the Department, a statement of Gross Receipts and Expenditures, signed and verified by an officer of Operator, reporting any Gross Receipts generated and expenditures made as described in Section 4.1.1 above under this Agreement during the preceding quarter. Operator shall also submit a summary report of Gross Receipts and Expenditures for each Operating Year within ninety (90) days of the end of each Operating Year of this Agreement. Each of the reports shall include the Gross Receipts generated and expenditures made in connection with

the Premises in the following categories: Boarding Fees, Instruction/Training, Daily Use and Sales, Events, Site Fees for commercial films along with all other sources of revenue realized from the Operator's operation of the Premises. At the end of each quarter during the Term, Licensee and the County shall calculate and determine the total aggregate annual amount of Licensee Fee payments made hereunder during said quarter (the "Measured Quarter"), to determine if total License Fee payments have equaled or exceeded the Minimum License Fee Amount. To the extent said aggregate annual payments have been less than the Minimum License Fee Amount (the "Shortfall"), the amount of said Shortfall shall be due and payable with the next regular monthly payment.

(b) Operator shall indicate on its statement of Gross Receipts and Expenditures whether or not these amounts are inclusive of sales tax collected.

4.1.3 On or before the sixtieth (60<sup>th</sup>) day following each Operating Year, Operator shall submit to the Department an income and expense statement pertaining to all operations under this Agreement, signed and verified by an officer of Operator and prepared by a Certified Professional Accounting firm.

4.2 (a) In addition to any other requirements stated herein, the Licensee will be required to execute a performance bond in the amount of \$30,000.00. As an alternative to a performance bond, Licensee may, in its sole discretion, instead submit to the County a security deposit (the "Security Deposit") in the amount of \$30,000.00 as security for the faithful performance of this License Agreement, with the understanding that the whole or any part thereof may be used by the County to remedy any deficiencies that may arise from any default on the part of the Licensee. The Security Deposit shall remain in effect for the life of this License Agreement and shall be held by County, without liability for the County to pay interest thereon or any obligation to place or keep cash deposited hereunder in interest-bearing bank accounts.

(b) Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$100.00 per month on overdue fee payments shall become immediately due and payable to the County as liquidated damages for the administrative cost and expenses incurred by Parks by reason of Licensee's failure to make prompt payment and said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15<sup>th</sup>) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure

by Parks to bill Licensee for late charges shall constitute a waiver by Parks of such late charges or his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

- 4.3 (a) The Operator shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) (1) Independent Annual Financial Statements and Reports. In the event that the income and expense statements provided for in paragraph 4.1.5, above, are not adequate for the County's needs and the County demands it, the Operator shall submit financial statements for the Operator's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Operator, the Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Operator provides the Comptroller with an unaudited financial statement covering the relevant fiscal year.

(b) (2) Supplemental Information. Such financial statements shall include as supplemental information detailed schedules of the Operator's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Premises. Such supplemental information shall be provided in a format mutually agreed upon by the Operator and the County and shall be reconciled to the basic financial statements.

(c) Annual Reports. The Operator shall each fiscal year provide the County with a copy of its annual report, if issued by the Operator, and shall render such other reports and statements, and furnish such information, financial or otherwise,

relating to the Premises and/or the Operator' obligations under this Agreement as may reasonably be requested by the County.

(d) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Operator shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Operator pursuant to this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

- 4.4 Licensee is solely responsible for the payment of all federal, state and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state and County sales tax, pursuant to Section 1.1(i) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

#### V. RIGHT TO AUDIT

- 5.1 The Department, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Operator forty-eight (48) hours notice, to examine or audit the records, books of account and data of the Operator. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Operator's books for the purpose of audit, the Department, the Comptroller or other duly authorized county representative reserves the right to conduct, and Operator hereby permits, periodic "spot" inspections of the Premises at any time during the Term of this Agreement for the purpose of inspecting the operations and activities of the Operator at the Premises and all reports or data generated from or by the Operator or its authorized subcontractors to include, without limitation regulatory inspections, maintenance inspections and quality assurance inspections. Operator shall cooperate fully and assist the Department, the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Operator's books and records, including supporting documentation, are situated at a location 50 miles or more from the County, the records must be brought to the County for examination and audit or Operator must pay food, board and travel costs incidental to two auditors conducting such examination or audit at said location.
- 5.2 The failure or refusal of the Operator to permit the Department, the Comptroller, or their designees to audit and examine the Operator's records, books of account and data or otherwise conduct an inspection of the type referred to therein, or the interference in any way by the Operator in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and

conditions of this Agreement and a default hereunder which shall entitle the Department to terminate this Agreement.

## VI. USE COVENANTS

- 6.1 (a) The Operator covenants and agrees that, during the Term of this Agreement, it will renovate and manage the Premises including all buildings, structures, improvements, fixtures and equipment in accordance with the Capital Improvement Plan. The Operator covenants and agrees to conduct various public programs ("Public Programs") at the Premises. Such Public Programs may include, without limitation, riding lessons, after-school programs, summer/vacation day camps, educational programs for schools and other organizations, programs for persons with Disabilities, Special Olympic equestrian events and horse and pony lease programs. Anticipated activities are to include: Boarder use, instruction, horse shows, polo, hayrides, public pony rides, trail riding, jumping, dressage and boarding of other farm animals. The Operator may also allow a bona-fide to sponsor the use of the Premises to conduct Special Events that are of the same nature as the aforesaid Public Programs and anticipated activities, subject to receipt of the Department's prior written consent pursuant to Section 16.1 herein. The Operator may maintain additional horses for lessons and other Department-approved activities at the Premises. In addition, the Operator shall have the right to use the Premises for other purposes consistent with "Open Space Purposes" subject to the prior written consent of the County. As used herein, the term "Open Space Purposes" shall have the meaning ascribed to it under Title 59 of the Nassau County Miscellaneous Laws, Local Law 10-2006, as may be amended from time to time.
- (b) No boarder, instructor or other person or entity shall have the right or authority to sub-license, sub-permit or otherwise transfer any of its interest therein to any stall, boarding facilities or any service whatsoever. Operator shall include in its agreements with such boarder, instructor or other person or entity, in form and substance as approved by County, that any and all sub-licensing, sub-permitting or other transfer any of its interest is strictly prohibited. Operator will strictly enforce this section of its agreements with such boarder, instructor or other person or entity.
- 6.2 The Operator has the right to occupy the housing units located on the Premises and shall continue to have that right subject to the prior written approval of the County, which may be granted, denied or conditioned in the County's sole and absolute discretion. Such housing units may be occupied only by bona-fide employees and staff of Operator, The Operator shall pay all necessary expenses relating to the housing units at the Premises.
- 6.3 The Operator covenants that it shall not erect any permanent structures or facilities on the Village of Brookville portion of the Premises that would interfere with or be inconsistent with the use of the Premises for Open Space Purposes without the consent of the Village and the Nassau County Legislature.

- 6.4 Operator shall make reasonable times available at the Premises to any certified instructor based in Nassau County so that the instructor may give lessons to their clients who are boarders at the Premises. Operator may not charge this instructor more than the fees it charges to its regular instructors.
- 6.5 Operator shall make available, with reasonable advanced notice to Operator, use of the indoor riding ring for Nassau County Police Department Mounted Unit training. NCPDMU shall make every effort to mutually agree with Operator on the indoor ring usage by NCPDMU.
- 6.6 No horse may be left outside during inclement weather, including but not limited to, high temperatures without shelter/shade and access to water, or extremely cold temperatures without shelter and blankets (during the months of November, December, January, February and March).
- 6.7 If during an inspection by either the NCPBMU or SPCA, a determination is made that immediate treatment of a permanently stabled horse is required, Operator agrees to pay for the Veterinarian's visit.
- 6.8 Veterans, First Responders and their families shall receive a twenty percent (20%) discount on all boarding, lesson and camp fees.
- 6.9 In the event of a complaint made against the Operator, or an issue arising between the Operator and a third party, including boarders, respecting payments, services, safety, termination or any other complaint or issue arising from Operator's use of the Premises pursuant to this Agreement, and the complaint and/or issue is not mutually resolved within fourteen (14) days, Operator shall immediately refer said complaint and/or issue to the Advisory Committee (the "Committee"), which will be comprised of members of the NCPDMU, the SPCA and the Department. The Committee has the authority to review documents, speak with witnesses, conduct hearings, and make a determination respecting the complaint and/or issue. The Operator agrees to accept and abide by the Committee's determination.
- 6.10 Any and all waivers of liability required by the Operator must include the County of Nassau, its Departments, employees and agents as protected parties.
- 6.11 Operator shall submit to Parks for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year concerning operating days and hours, and proposed schedule of prices and rates for the services and products to be provided under the License during the forthcoming Operating Year. All schedules are subject to the reasonable approval of Parks. Following approval of such schedules, Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by Parks, the current approved schedule of operating days, hours, fees and rates, and public safety rules pertaining to the operations of the Premises. Any change in such approved hours and fees during the course of an Operating Year must receive prior approval from Parks in writing.

## VII. NAMING RIGHTS; SPONSORSHIPS; ADVERTISING RIGHTS

- 7.1 The Operator shall not be authorized to sell, lease, license, market or otherwise offer so-called "naming rights" and "sponsorship rights" to the Premises. All such rights are specifically reserved by the County. Notwithstanding the foregoing, the facility shall be named "Nassau Equestrian Center at Old Mill". Any change in the name shall be subject to the prior written consent of the County.
- 7.2 Subject to the prior written consent of the County, the County hereby assigns, transfers and sets over to Operator the right to sell to advertisers the right to display advertising signs and banners on the perimeter fencing of the Premises and to display and film other forms of advertisement within the Premises, subject to compliance with all applicable Laws.
- 7.3 The Operator represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Operator shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and hold County harmless from losses on account thereof provided that County shall have given notice to the Operator promptly as to any such suit or claim and shall fully cooperate with the Operator in its defense thereof.
- 7.4 (a) Operator shall expend not less than \$6,000.00 per Operating Year to establish an advertising and promotional program for the activities at the Premises, provided that all brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be subject to the prior written approval of the Department. Operator shall submit documentation in a form acceptable to the Department, at the end of each Operating Year to substantiate expenditure of this amount. Operator shall have the right to print or to arrange for the printing of programs for all activities and events at the Premises containing any advertising matter except advertising matter which is indecent, in obvious bad taste, or which demonstrates a lack of respect for public morals and conduct. Operator may release news items to the media as it sees fit. If the Department in its discretion, however, finds any printed matter or releases to be unacceptable, then Operator shall cease or alter such printed matter or releases as directed.
- (b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations determined through consultation with the Operator.
- 7.5 Any sign posted by the Operator at the Premises, or any advertisement posted on the Premises and used in connection with the Premises, shall be subject to the prior written approval of the Department, and shall be appropriately located.

## VIII. OPERATIONS

- 8.1 The Operator shall maintain and operate the Premises for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable horse farm/riding stable facilities in the New York metropolitan area, and in such further manner as the County shall prescribe. The Operator shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8.2 The Operator shall employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Premises in a manner that is satisfactory to the Department. The Manager must be available by telephone, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, throughout the Term of this Agreement and Operator shall provide the Department with a telephone number at which the Department may contact the Manager in the event of an emergency. Operator shall replace any Manager, employee or subcontractor whenever mutually agreed to by the Department and the Operator.
- 8.3 Operator shall provide equipment which will provide security for all monies received. Operator shall provide for the transfer of all monies collected to Operator's banking institution. Operator shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this Agreement.
- 8.4 Operator shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this Agreement, including but not limited to:
- (a) Collect and safeguard all monies generated under this Agreement;
  - (b) Maintain the Premises;
  - (c) Conduct and supervise all activities to be engaged in at the Premises.
  - (d) Secure the Premises.
- 8.5 Operator shall provide access to the Premises to disabled members of the public. The accessibility shall be clearly indicated by signs and included in all advertising by Operator. Operator shall include in its advertising and promotion materials, a plan that describes how it intends to make available programs, services and activities at the Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.

- 8.6 Operator shall promptly notify the Department of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County, 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, damage to person or property, fire, flood and casualty. Operator 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 Operator shall notify the Department in writing as to said person's name and address.
- 8.7 Operator shall cooperate with the County in providing use of the Premises for programs conducted by or arranged for by the County consistent with the operation and best practices of comparable horse farm/riding stable facilities in the region during the Term of this Agreement. The Department shall consult with Operator in an effort to schedule such events at times mutually agreeable to Operator and to the Department. Examples of events which would be inconsistent or disruptive to the animals are kite flying, motorcycles, amplified music, fireworks, etc.
- 8.8 The Operator will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law.
- 8.9 Operator shall, at its sole cost and expense, post throughout the Premises such signs as may be necessary to direct patrons to its services and facilities. It is expressly understood that if Operator contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Operator's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs are subject to the Department prior approval.
- 8.10 The County reserves for its sole benefit all other rights to the Premises, including but not limited to intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not contemplated by this Agreement.
- 8.11 Except for properly stored gasoline, or as otherwise agreed to in writing by County or the Department, Operator shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, fireworks display or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Department.

## IX. LIENS

9.1 Lien. (a)(1) The Operator shall not permit the Premises to be encumbered by any Lien (defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(a)(2) The prohibition against liens set forth in subparagraph (a)(1) above shall not be construed to prohibit the financing of expenditures made or incurred by the Operator which are secured, in whole or in part, by a pledge of a security interest in revenues generated by exhibitions, events or other activities on the Premises, provided, however, that such prohibition shall apply to any lien, encumbrance or charge upon income derived from Permitted Rentals.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Operator shall be filed against any assets of, or funds appropriated to, the County, the Operator shall, within ninety (90) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Operator shall not be required to discharge any such lien if the Operator shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Operator's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Operator, the Operator shall immediately cause such lien to be discharged of record.

(c) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Operator any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Operator shall cause all construction agreements to which it is a party to provide, that to the

extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Operator or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

#### X. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE PREMISES

- 10.1 The County shall have no obligation to furnish heat, water, fuel, or any other service, maintenance, cleaning, snow removal, trash removal, to the Premises. However, the County shall provide salt, sand or like substance for ice melting purposes at the Premises. The Operator shall provide snow removal for the road and driveway of the County-utilized Cape House and Tudor House located adjacent to the Premises. It is understood by the Operator that the Operator shall, at the Operator' sole cost and expense and to the satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved portions of the Premises, whether furnished to the Operator by or through the County or obtained directly by the Operator from the utility provider, provided, however, that the Operator shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals, including the prior written consent of the County which consent shall not be unreasonably withheld; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; (v) maintenance of cesspool including pumping and (vi) make all structural and non-structural repairs, interior or exterior, required to keep the Premises in good condition at all times.

All repairs, restorations and replacements by the Operator shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner. Any structural repairs must be coordinated with the County who will have the right to review and approve all plans and specifications as more particularly set for in Section 18 entitled "Alterations" below. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Premises); the foundations and all structural portions of the Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Premises (to the extent not maintained by a public utility company), and all components of Base Building Systems as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, wiring, mechanical systems, HVAC systems, electrical systems, plumbing, sewer systems, septic

systems, shafts and conduits located on the Premises, as well as any other systems or components.

- 10.2 Maintenance of Adjacent Areas and Walkways. The Operator, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks and sidewalk areas abutting the Premises.
- 10.3 The Operator represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by the Operator, and has found the Premises to be suitable for its permitted use as provided herein. The Operator acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical, septic and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Operator is accepting the Premises in its "AS IS" condition "**WITH ALL FAULTS**" as of the date of this Agreement.
- 10.4 The Operator covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Agreement, ordinary wear and tear excepted, and that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Operator further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Operator acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Operator to be abandoned. The Operator shall remain liable to the County for any damages should the Operator fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.
- 10.5 The Operator shall not use or permit the storage at the Premises of any hazardous substances or materials.

#### XI. EMERGENCY CONDITIONS

- 11.1 Should County, in its sole and reasonable judgment, decide that an unsafe or emergency condition exists on the Premises after written notification, Operator shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of

time, the Operator shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Operator to cure, under such terms and conditions as appropriate.

## XII. FIXED EQUIPMENT

- 12.1 Operator shall, at its sole cost and expense and to the satisfaction of County, provide and replace if necessary, all equipment necessary for the operation of the Premises, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Premises.
- 12.2 County represents that it has title to all Fixed Equipment. Operator shall have the use of all Fixed Equipment located on the Premises.
- 12.3 Title to any Additional Fixed Equipment, and to all construction, renovation, or improvements made to Premises shall vest in and belong to the County.
- 12.4 Operator must acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Premises as described herein or as reasonably required by County.

## XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Operator shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this Agreement and replace same as needed to satisfy its obligations under this Agreement.
- 13.2 Title to all Expendable or Personal Equipment obtained by Operator shall remain in Operator and such equipment shall be removed by Operator at the termination or expiration of this Agreement. In the event such equipment remains in the Premises following such termination or expiration, County may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Operator.
- 13.3 The Equipment to be removed by Operator pursuant to Section 13.2 above shall be removed from the Premises in such a way as shall cause no damage to the Premises. Notwithstanding its vacating and surrender of the Premises, Operator shall remain liable to County for any damage it may have caused to the Premises.

#### XIV. CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this Agreement, Operator shall surrender the Premises, and the Fixed and Additional Fixed Equipment to which County holds title, in at least as good a condition as said Premises, and the Fixed and Additional Fixed Equipment were found by Operator, reasonable wear and tear excepted.
- 14.2 Operator acknowledges that no representations, warranties or statements have been made by the County concerning the fitness of the Premises and the Fixed equipment and Additional Fixed Equipment located thereon, Operator acknowledges and agrees that by taking possession of the Premises and Fixed Equipment, Operator accepts them in their present condition "as is".

#### XV. HOURS OPEN TO THE PUBLIC; ADMISION FEES

- 15.1 The Premises (not including the Operator-occupied housing units) shall be open to the public not less than six (6) days a week, from the hours of nine o'clock (9:00) A.M. to dusk. Special programs and events may occur on any day and at other hours appropriate therefore (e.g. stargazing, holiday light displays, and the like) subject to the prior written County consent not to be unreasonably withheld. Such programs may not include musical concerts. The Operator may institute a discretionary admissions fee policy with regard to general admission to such public areas, provided that such policy and the suggested fees to be charged are subject to the prior written approval of the County, and may charge a reasonable fixed admission fee for special events and temporary exhibitions. The days and hours that the public areas are open to the public, and the general admission fees to be charged (including the suggested amount of any discretionary fee), shall not be changed without the prior written approval of the Department.

#### XVI. RESERVATION FOR THE DEPARTMENT SPECIAL EVENTS; PUBLIC ACCESS

- 16.1 For the purpose of this Section 16.1 only, the term "Special Event(s)" shall mean any event for which the Department has issued a Special Event Permit, or any County sponsored event. The Department agrees to use its reasonable efforts to notify Operator at least thirty (30) days in advance of any such Special Event. Any Special Events previously scheduled by Operator shall take precedence over any such Department Event. It is expressly understood that this Section 16.1 shall in no way limit the Department's right to itself sponsor or promote Special Events, as defined herein, at the Premises, or to enter into agreements with third parties to sponsor or promote such events, provided that the Department will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and clean-up associated with any such Special Event. The

Department represents to Operator that it has not granted to any other person or entity any license, permit, or right of possession or use that would prevent Operator in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein.

- 16.2 The Department agrees to notify any third-party operator or sponsor of Special Events of Operator's access rights to the Premises and to provide same with the name and telephone number of Operator's manager.
- 16.3 The Operator must maintain the Premises, including without limitation, the riding trails thereon in a manner that they are open to the general public. Any change in Stable fees, trail riding fees, lesson fees or any other fees and charges above those set forth in "Schedule of Fees and Charges" attached hereto as Exhibit "E" and made a part hereof, shall be subject to the prior written approval of the County.

#### XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 Except as provided in this section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended as to ministerial matters, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive") which consent will not be unreasonably withheld, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 17.2 If consent to assign, amend, waive or subcontract is granted, each assignee or successor to the Operator shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Operator for the performance of all the terms, covenants, conditions and agreements herein contained on Operator's part to be performed. In the event of a default of this Agreement by an assignee, the County will notify the Operator of such default.
- 17.3 Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Operator under this Agreement.
- 17.4 Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County, of the provisions of this Section or relieve the Operator of its liability for the full performance by it of the covenants of this Agreement on the part of the Operator to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the Operator from obtaining the written consent of the County to any subsequent

assignment or encumbrance if such consent is required under the provisions of this Section.

- 17.5 This Section XVII shall not be deemed to prohibit the Operator from granting to any person, firm or corporation ("Person") the right to use the Premises for purposes intended to implement the Operator's use of the Premises as set forth in Section VI of this Agreement, to charge admission therefore or to collect from any such Person fees or rentals for such use of the Premises ("Permitted Rentals") subject to the Department's prior written consent. However, the Operator, its bona-fide employees and staff only may occupy the housing units on the Premises. The Operator shall reinvest all net revenues received by the Operator from Permitted Rentals in its maintenance and operation of the Premises.

### XVIII. ALTERATIONS/REQUIRED CAPITAL IMPROVEMENTS

- 18.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the original Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement, Capital Improvement or construction work of any kind to Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Premises.
- (b) Operator may alter Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of County upon their attachment, installation or affixing.
- (c) In order to alter the Premises pursuant to subsection (b) of this Section, Operator must: (i) obtain the County's written approval for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) ensure that work performed and alterations made on Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Section, in a good and workmanlike manner, and within a reasonable time; and (iii) notify the County of completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) The County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions or improvements, nor shall this provision in any way affect or impair Operator's obligation herein in any respect.
- 18.2 The County reserves the right to perform construction or maintenance work in its discretion at the Premises at any time during the term of this Agreement. Operator agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as

deemed necessary by the Department. The County shall use its best efforts to give Operator at least fourteen (14) days written notice of any such work and not to interfere substantially with Operator's operation or use of the Premises. The County may temporarily close a part or all of the Premises for the County's purpose as determined by the County. In the event that Operator must close the Premises for the purposes provided for in this Agreement because of the Department's construction, then Operator may propose and submit for the Department's approval a plan to equitably address the impact of the closure. The Operator shall be responsible for security of all Operators' property on the Premises at all times.

- 18.3 Operator covenants to perform and complete, or cause to be completed by subcontractors acceptable to the County in its sole discretion, Capital Improvements to the Premises, substantially as described in its proposed "Capital Improvement Plan" and "Capital Improvement Schedule" attached hereto as Exhibit "C" and made a part hereof. All Capital Improvements shall be made in accordance with the provisions of this Agreement, including without limitation the DPW Guidelines attached hereto as Exhibit "D" and made a part hereof. Operator shall pay, at its sole expense, for all costs in connection with the Capital Improvements in an amount of at least One Hundred Twenty-Five Thousand (\$125,000.00) Dollars and landscaping in an amount of Fifteen Thousand Dollars (\$15,000.00) during the first two (2) years of the ten (10) year Term of this Agreement; and Fifty Thousand (\$50,000.00) during the the 5-year renewal term of this Agreement, if exercised by the Department. Such funds shall be expended as detailed in the "Capital Improvement Plan" and "Capital Improvement Schedule" attached hereto as Exhibit "C". Operator shall comply with all applicable laws, rules, regulations and County Guidelines, including without limitation, the DPW Guidelines in Exhibit "D". In the event Operator performs all Capital Improvements for less than the amount listed in this Section 18 herein, any excess monies shall be remitted to the County as additional license fees within thirty days following the Department's determination of Final Completion. If Operator fails to complete the Capital Improvements pursuant to the terms herein, the difference between the stated Capital Improvement costs and those costs actually expended shall be paid to the County as a license fee within thirty (3) days following the time limits stated herein.
- 18.4 If this Agreement is terminated at will by the County (not for cause) or by the Operator pursuant to Section 41.3, prior to the Termination Date (as may be extended or sooner terminated), the County shall cause the successor Operator, if any, to reimburse Operator in an amount equal to the value of the useful life left on the Capital Improvements made by the Operator, calculated as follows:

The total investment, as per paragraph 18.3 above, not including those approved amounts expended for landscaping and soft costs, shall be reduced by a depreciation of investment, calculated on a

straight-line basis without regard to salvage value for the initial term. The useful life shall be the remaining time left on the original Term.

- 18.5 The operator shall provide documentation that the indoor facility is up to date, with all proper permits and DPW approvals. Unless the Operator receives DPW approval for the indoor facility, Operator shall immediately remove said facility.

#### XIX. INDEPENDENT CONTRACTOR

- 19.1 The Operator is an independent contractor of the County. The Operator shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Operator (a "Operator Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

#### XX. NO ARREARS OR DEFAULT

- 20.1 The Operator 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.

#### XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, Operator shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Operator is bound by and shall comply with the terms of Appendices EE and U attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the commencement of services, the Department shall ensure that all current and prospective personnel who, in carrying out this Agreement, will have unsupervised or regular and substantial contact with minors, are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a crime, the Operator shall, upon notice from the

head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department head, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to

- time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

## XXII. MINIMUM SERVICE STANDARDS

### 22.1 Regardless of whether required by Law:

- (a) The Operator shall, and shall cause Operator Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Operator shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Operator operates. The Operator shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Operator Agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement.

## XXIII. RELEASE, INDEMNIFICATION, DEFENSE, COOPERATION

- ### 23.1
- The County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by Operator or any third party arising out of (i) the occupancy or use of the Premises or any property contained therein on the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any

property contained therein. The Operator hereby expressly release and discharges the County from any and all claims and action alleging or arising out of the foregoing.

- 23.2 The Operator assumes all risk in its performance of all activities authorized by this Agreement and shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Operator or a Operator Agent, including without limitation, Operator's operations pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same provided, however, that the Operator shall not be liable for a Loss, if any, caused by the negligence of the County.
- 23.3 The Operator shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Operator's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Operator shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- 23.4 The Operator shall, and shall cause Operator Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- 23.5 The provisions of this Section XXIII shall survive the termination of this Agreement.

#### XXIV. INSURANCE

- 24.1 (a) Types and Amounts. The Operator shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Operator's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and non-owned automobiles; and (v) such

additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Operator pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Operator shall be solely responsible for the payment of all deductibles to which such policies are subject. The Operator shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Operator under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Operator shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Operator shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Operator to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Operator to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

## XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

25.1 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 Operator shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Deputy County Executive ("DCE") for Operations 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 Operator 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 DCE for Operations. The complaint or necessary moving papers of the Operator shall allege that the above-described

actions and inactions preceded the Operator'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.

#### XXVI. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

26.1 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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.

#### XXVII. NOTICES

27.1 Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Department at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Operator 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 Operator, to the attention of the person who executed this Agreement on behalf of the Operator at the address specified above for the Operator, or in each case to such other persons or addresses as shall be designated by written notice.

#### XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

28.1 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.

(a) 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.

(b) 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 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.

#### XXIX. SECTION AND OTHER HEADINGS

29.1 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.

#### XXX. ENTIRE AGREEMENT

30.1 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.

#### XXXI. EXECUTORY CLAUSE

31.1 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 or a Deputy County Executive.

(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.

#### XXXII. WAIVER OF COMPENSATION

- 32.1 Operator hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Operator hereby expressly releases and discharges the Department, its agents, and the County from any demands, claims, actions and causes of action arising from any of the causes aforesaid.
- 32.2 Operator further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this Agreement is terminated by County, except as provided in paragraph 18.4, above.

#### XXXIII. WAIVER OF TRIAL BY JURY

- 33.1 Operator hereby waives trial by jury in any action, proceeding, or counterclaim brought by the County against Operator in any matter related to this Agreement.

#### XXXIV. CONFLICT OF INTEREST

- 34.1 Operator represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Operator further represents and warrants that in the performance of this Agreement no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or the Department, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

#### XXXV. PROCUREMENT OF AGREEMENT

- 35.1 Operator represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Operator further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Operator makes such representation and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- 35.2 For such a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, if any, and the Operator shall not make any claim for, or be entitled to recover any sums or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this Agreement.

#### XXXVI. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

#### XXXVII. NO INTERPRETATION AGAINST DRAFTSMAN

- 37.1 County and Operator hereby agree that no provision of this Agreement shall be construed against either the County or Operator on the basis that the provision was drafted by such party or such party's counsel.

#### XXXVIII. FORCE MAJEURE

- 38.1 The parties shall be excused from performance of any of each party's obligations hereunder when such performance has been delayed, hindered or prevented by any cause or causes beyond such party's reasonable control, which shall include, without limitation, actions of the other party, labor disputes, riots, civil

commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, court order and the acts of superior governmental authorities, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God or sudden failure of subsurface structures.

#### XXXIX. SUCCESSORS AND ASSIGNS

- 39.1 This Agreement, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the County and Operator and, except as may otherwise provided herein, their respective successors and assigns.

#### XL. MISCELLANEOUS

- 40.1 Bond Status. The Operator shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Operator shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.
- 40.2 Taxes and Impositions. The Operator shall pay directly to the appropriate taxing authority, as and when due and payable, any and all real property taxes, assessments or substitutes therefore imposed or levied against the Premises or which arise in respect of the operation, occupancy or use of the Premises.
- 40.3 Operators right to cancel. In the event that the real estate tax exemption, which currently exists on the premises, is modified or terminated, Operator shall have the right to terminate this Agreement.

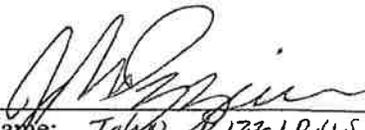
#### XLI. REPRESENTATIONS OF COUNTY

- 41.1 County is the fee owner of the subject premises;
- 41.2 The premises are connected to the public water system.
- 41.3 Operator shall have the right to cancel this Agreement if the County denies free use and access to the Muttontown Preserve.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Operator and the County have executed this Agreement as of the date first above written.

NASSAU EQUESTRIAN CENTER at OLD MILL, INC.

By:   
Name: John Pizzirusso  
Title: PRESIDENT  
Date: November 1<sup>st</sup>, 2019

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**PLEASE EXECUTE IN BLUE INK**



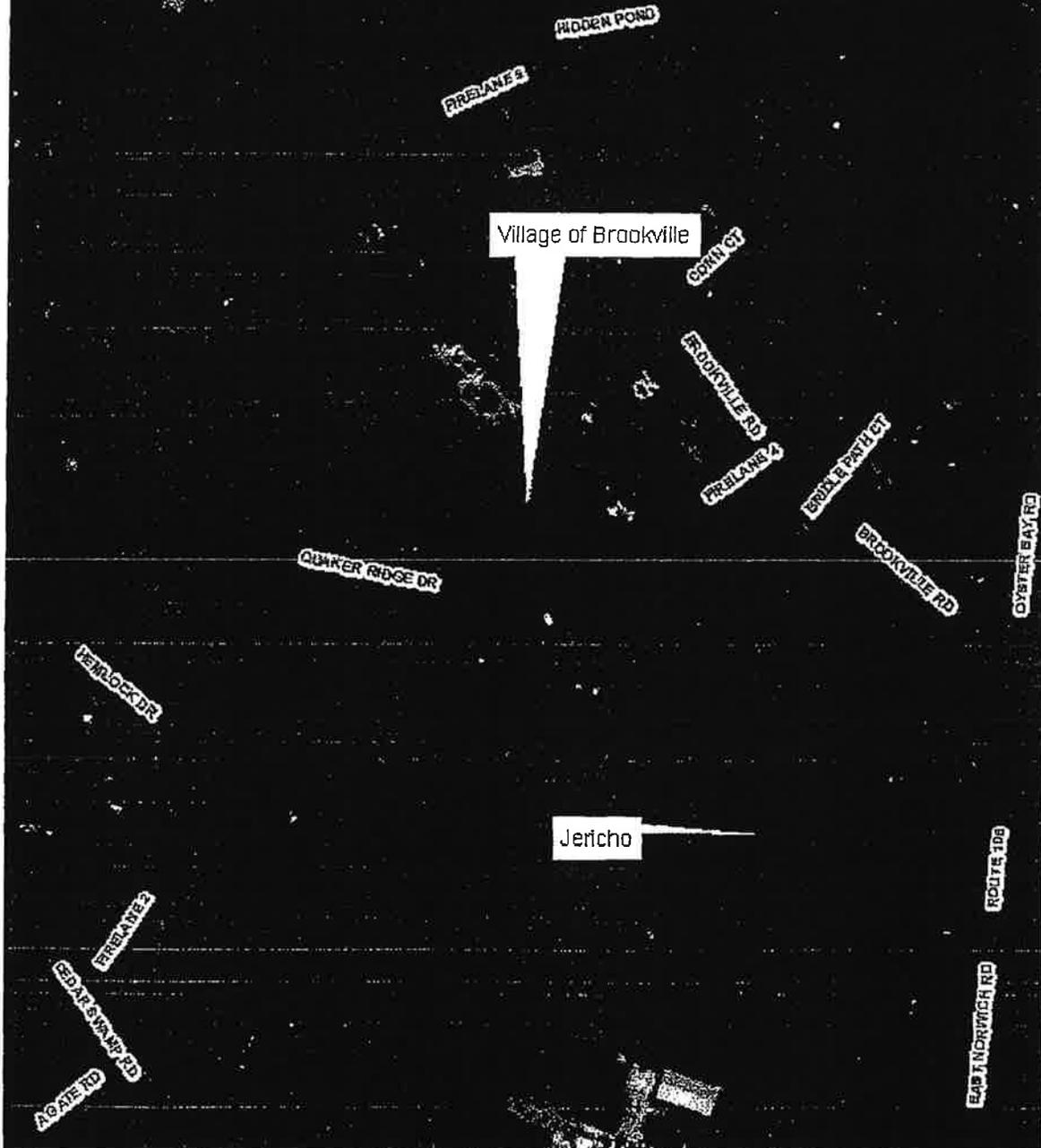
**EXHIBIT "A"**  
**SURVEY**



**EXHIBIT "B"**  
**PREMISES DESCRIPTION**

# Appendix G

## Map of Old Mill Farm Use Area



- OMF-Brookville
- OMF-Jericho

**NASSAU COUNTY**  
**DEPARTMENT OF REAL ESTATE**  
**PLANNING & DEVELOPMENT**

Prepared by: S. Rainey

Nassau County  
  
 Geographic Information System

**EXHIBIT C  
CAPITAL IMPROVEMENT PLAN  
AND SCHEDULE OF CAPITAL IMPROVEMENTS**

<b>YEAR</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2020	\$15,000.00	Landscaping around main ring: 178 Boxwood evergreens to form a hedge on three sides of the main ring (300' x 200')
2021	125,000.00	Horse Pole Barn (Morton Type) approximately 25 stalls: approximately 140' x 36' Shell with sliding end doors, rest rooms, office, feed room, tack room and deck over the top of the stalls to make a hay loft
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030 (if exercised)	\$50,000.00	To Be Determined: Possibly roofing or other capital repairs to the facility
2031 (if exercised)		
2032 (if exercised)		
2033 (if exercised)		
2034 (if exercised)		
<b>TOTAL</b>	<b>\$190,000.00</b>	

EXHIBIT "D"  
DPW GUIDELINES

All suppliers participating in the design and construction are subject to the approval of Nassau County and will provide all vendor agreements & permits to Nassau County Department of Public Works (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to the Department and the Department of Public Works, or their designee for formal approval prior to the commencement of any work. The Operator will pay Nassau County a design review fee equal to 0.5% of the project value upon approval of the plans. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. The Operator will be responsible for securing the site during the construction phase. No construction can commence, or ground disturbed prior to receiving a building permit. The Operator will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No contracts for materials, equipment or labor are to be made except with the concurrence of The Department its designee. The following guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the County and the Operator:

a. The Operator must have the work designed by a New York State Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code
- H. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers
- J. Americans With Disabilities Act

b. If the Operator proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

d. The Operator or it's Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state and federal agencies.

e. The Architect/Engineer of record shall certify in writing to Nassau County and all other public agencies having jurisdiction that the facility was constructed in accordance with the contract documents and all applicable codes and standards (and if a pre-engineered metal building, the guidelines of the MBMA)

f. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

g. The Operator agrees to be responsible for and save the County harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility.

h. The Operator shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the County, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

(i) Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

(j) All contracts for construction or improvements to the Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor.

**EXHIBIT "E"**  
**PROGRAMS AND SERVICES**  
**SCHEDULE OF FEES AND CHARGES**

<b>PROGRAMS &amp; SERVICES</b>	<b>2020 PROGRAM RATES</b>
Boarding Program	
Lesson Program	*see Lesson Program Rate Table
Private Instructed Trail Lesson	\$55.00/ person
Summer & Vacation Day Camps	\$525.00/ week
Pony Pals Camp	\$325.00/ two weeks
Horse & Pony Lease Program	
Combination Lay-Up, Training, and Sale Barn	
Schools, Colleges & Organizations	
Pony Ride & Pony Parties	\$30.00/ child
Clinics & Exhibitions	

<b>LESSON PROGRAM</b>	<b>2020 RATE</b>
15-minute lead line (ages 4-6)	\$30.00
½ hour semi-private lesson	\$55.00
½ hour private lesson	\$65.00
45-minute group lesson (3 students)	\$60.00
Hour group lesson (4-6 students)	\$70.00
Hour semi-private lesson	\$75.00
Hour private lesson	\$80.00

**EXHIBIT "F"**  
**Current Boarders and Boarding Fees**

Current number of boarders as of August 2019

2 boarded horses at \$750.00 not including tax

3 boarded horses at \$900.00 not including tax

3 boarded horses at \$1,016.80 not including tax

8 boarded horses at \$1,160.00 not including tax

30 boarded horses at \$1,160.00 + \$290.00 for unlimited trainer fees not including tax

Total 46

10 more boarders are away at shows for the month and are returning on or about September 1 at  
\$1,160.00 not including tax

1 New boarder coming in September at \$1,160.00 not including tax

Total for September 57

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Nunzio Pizzirusso \_\_\_\_\_ (Name)

62 route 106 Jericho New York 11753 \_\_\_\_\_ (Address)

1-631-678-3805 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has  has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has  has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

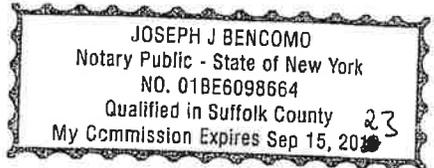
November 1<sup>st</sup>, 2019  
Dated

*[Signature]*  
Signature of Chief Executive Officer

John Pizzirusso  
Name of Chief Executive Officer

Sworn to before me this  
1 day of Nov, 2019.

*[Signature]*  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/27/2020

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

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

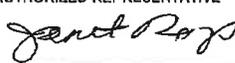
<b>PRODUCER</b> Rojas Agency, Inc. 7519 Broadway  Elmhurst NY 11373		<b>CONTACT NAME:</b> Janet Rojas <b>PHONE (A/C, No, Ext):</b> 631 329-4066 <b>FAX (A/C, No):</b> 631 329-4066 <b>E-MAIL ADDRESS:</b> Janet@rojasinsurance.com	
<b>INSURED</b> Nassau Equestrian Center At Old Mill Inc. 62 Route 106  Jericho NY 11753		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> GREAT AMERICAN INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	TBA	01/06/2020	01/06/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR USE AND OCCUPANCY OF COUNTY PROPERTY LOCATED AT 60 AND 62 ROUTE 106, JERICO NY, 11753  
CERTIFICATE HOLDER IS ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>  COUNTY OF NASSAU REAL ESTATE PLANNING & DEVELOPMENT  ONE WEST ST SUITE 200 MINEOLA, NY 11501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Board

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>NASSAU EQUESTRIAN CENTER AT OLD MILL INC</b>          ATTN: JOHN RUSSO          62 ROUTE 106          JERICHO, NY 11753</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured  <b>516-342-1771</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <b>264056894</b></p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>NASSAU COUNTY DEPARTMENT OF PARTS AND RECREATION</b>  <b>EISENHOWER PARK</b>  <b>EAST MEADOW, NY 11554</b></p>	<p>3a. Name of Insurance Carrier  <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>DBL426658</b></p> <p>3c. Policy effective period  <u>01/01/2019</u> to <u>12/31/2020</u></p>
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4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/1/2019 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

