

Contract ID#: CLPK 06000052 11

**E-206-16**  
 Department: Parks, Rec & Museums  
**E-206-16**

Service: Landmark Unit Administration

Amendment #8 Extend Term  
 Existing Term: Oct 2006 to Dec 31, 2016

**Contract Details**

NIFS ID # CLPK : NIFS Entry Date: 8/10/16 Original  
CLPK 16000005 Commencement Date: 10/2006 -10/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
RES#		

**Agency Information**

Vendor		County Department
Name: Smith & DeGroat Real Estate	Vendor ID# 02-0763626	Department Contact Eileen Krieb
Address 27 E. Jericho Turnpike Mineola, New York 11501	Contact Person: Marty Schackner	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
E-mail: MSchackner@sd-cre.com	Phone 516-248-6905 Fax 516-741-4887	Phone (516) 572-0378 Fax: 516-572-0227

**Routing Slip**

Brian Nugent Chief Dep. Commissioner

Date: 8/19/16 8/24/16

Frank Camerlengo, Dep. Commissioner

Date: 8/19/16 8/24/16

Eileen Krieb, CSR

Date: 8/17/16 8/24/16

DATE	DEPARTMENT	Internal Verification	Signature	Leg. Approval Required
<u>8/24/16</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>8/19/16</u> <u>8/24/16</u> [Signature]	
<u>8/25/16</u>	OMB	NIFS Approval (Contractor Registered)	<u>8/25/16</u> [Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>8/24/16</u>	County Attorney	CA RE & Insurance Verification	<u>8/30/16</u> [Signature]	
<u>8/30/16</u>	County Attorney	CA Approval as to form	<u>8/30/16</u> [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA		
	County Attorney	NIFS Approval		
	Comptroller	NIFS Approval		
	County Executive	Notarization Filed with Clerk of the Leg.	<u>9/4/16</u> [Signature]	

Contract ID#: CQPK06000052 11Department: Parks, Rec & Museums

## Contract Summary

**Description:** The County owns certain properties located in various parks and preserved within the County that have been used for residential and business purposes. These properties were formerly managed by Friend of Long Island's Heritage (hereinafter, "Friends"). However their management has fallen to the County when Friends dissolved. Many of these properties have been occupied for years and are still occupied by persons who have signed use and occupancy agreements with Friends in the past. The County wishes to allow individuals to use these properties as residences in order to generate income for the County. In addition, the County wishes to allow individuals to use those properties that are currently unoccupied.

**Purpose:** The purpose is to extend the term of the existing contract for an additional 2 months until the end of December 2016

**Method of Procurement:** S&D was procured initially via a Request for Proposals issued Dec 15, 2005. The present Contract no. CQPK0600005 has had several amendments. A new Request for Proposals has been issued and pending evaluation. During this interim the contact term is being extended to accommodate the approval procedure.

**Procurement History:** see above Method of Procurement.

**Impact on Funding / Price Analysis:** The amendment has no impact on Funding. n/a

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	Pkgen 1100
Control:	
Resp:	
Object:de	500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$ 423,500
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
<b>TOTAL</b>	<b>\$ 423,500</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen 1100 de 500	\$ 423,500
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 423,500</b>

Document Prepared By: L. RosenthalDate: 8/16/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name	Name	Date <u>9/2/16</u>
Date	Date	(For Office Use Only)
		E #:



## Nassau County Interim Finance Authority

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

1. Vendor: Smith & DeGroat Real Estate

2. Dollar amount requiring NIFA approval: \$ 423,500

Amount to be encumbered: \$ 423,500

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 10/2006-12/2016

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % \_\_\_\_\_  
☐ Other State % \_\_\_\_\_  
County % \_\_\_\_\_

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

The purpose is to extend the term of the existing contract for an additional 2 months until the end of December, 2016.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

### 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.

Signature *Robert M. Kelly* Title \_\_\_\_\_ Date 8/28/16

Print Name \_\_\_\_\_

### 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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**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.**



RULES RESOLUTION NO.      – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,  
RECREATION AND MUSEUMS AND SMITH & DEGROAT REAL  
ESTATE

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & DeGroat Real Estate, extending the term by two months, to provide and inventory and evaluation of County real estate assets, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Smith & DeGroat Real Estate.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E. Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: 02-0763626

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 8, 2011. 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 an RFP was issued and evaluated. RFP was originally issued on December 15, 2005. This is an amendment to extend the term while a new RFP is being processed.

**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**

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.

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

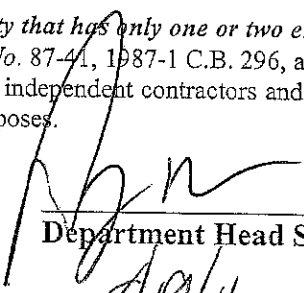
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of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

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

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

**X. ☒ Vendor will not require any sub-contractors.**

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

  
\_\_\_\_\_  
Department Head Signature

8/19/16  
Date

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

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

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None.

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

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

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

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

Dated: August 11, 2016

Signed: [Signature]

Print Name: Matthew L. Smith

Title: President

## APPENDIX D

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Matthew L. Smith
2. Date of birth 11 / 19 / 1962  
Home address 3 Fathers Court  
City/state/zip Dix Hills, NY 11746  
Business address 27 East Jericho Turnpike  
City/state/zip Mineola, NY 11501  
Telephone 516-248-6905  
Other present address 888 Veterans Memorial Highway  
City/state/zip Hauppauge, NY 11788  
Telephone 631-761-9220

List of other addresses and telephone numbers attached

3. Positions held in submitting business and starting date of each (check all applicable)  
President 06 / 01 / 2002 Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /      
(Other) \_\_\_\_\_
4. Do you have an equity interest in the business submitting the questionnaire?  
NO      YES X If Yes, provide details. 100% Ownership.
5. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
NO X YES      If Yes, provide details.

6. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☐ YES ☒ ; If Yes, provide details. 24% Ownership in Standard Valuation Services.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☐ YES ☒ If Yes, provide details. Villages of Mineola, Williston Park, East Rockaway, Floral Park, Island Park, Roslyn, Roslyn Estates. City of New York, NYS DOT Region 10/11. IRS.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

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

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

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

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

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

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

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

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



- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.

### CERTIFICATION

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

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

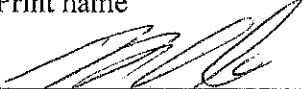
Sworn to before me this 11th day of August 2016

Neal D. Peysner  
Notary Public

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

Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate  
Name of submitting business

Matthew L. Smith  
Print name

  
Signature

President  
Title

08 / 11 / 2016  
Date

## APPENDIX C

### BUSINESS HISTORY FORM

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

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

**NOTE: All questions require a response, even if response is "none" or "non-applicable." No blanks.**

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

Date: August 11, 2016

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

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

List all other business addresses used within last five years:  
888 Veterans Memorial Highway, Suite 530, Hauppauge, NY 11788

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

Phone : 516-248-6905

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 064744147

5) Federal I.D. Number: 02-0763626

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership X Corporation \_\_\_\_\_  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes X No \_\_\_\_\_ If Yes, please provide details: Share space with Standard Valuation Services.

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 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. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such

conviction \_\_\_\_\_

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

No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

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

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

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

Provide a detailed response to all questions checked "YES". If 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 conflicts exist"**

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

No conflicts exist. \_\_\_\_\_

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

No conflicts exist. \_\_\_\_\_

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

No conflicts exist. \_\_\_\_\_

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

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

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

- i) Date of formation; 1954
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
Mathew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746
- iii) Name, address and position of all officers and directors of the company;  
Matthew L. Smith, President - 3 Fathers Court, Dix Hills, NY 11746
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 18
- vi) Annual revenue of firm; \$1,500,000
- vii) Summary of relevant accomplishments See Section 2 of Proposal.
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 62

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See Section 2 of Proposal.

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

Company North Hempstead Housing Authority

Contact Person Sean T. Rainey, Executive Director

Address 899 Broadway

City/State Westbury, NY 11590

Telephone 516-627-6433

Fax # 516-627-8476

E-Mail Address sraineynhha@optonline.net

Company The Hagedorn Foundation

Contact Person Darren Sandow, Executive Director

Address 225 Bryant Avenue

City/State Roslyn, NY 11548

Telephone 516-625-1500

Fax # 516-621-1235

E-Mail Address dsandow@hagedornfoundation.org

---

Company Town of North Hempstead

Contact Person Michael J. Kelly, Deputy Town Attorney

Address 220 Plandome Road

City/State Manhasset, NY 11030

Telephone 516-869-7695

Fax # 516-869-7605

E-Mail Address kellym@northhempsteadny.gov

## CERTIFICATION

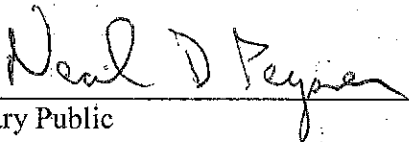
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 11th day of August

2016

Notary Public

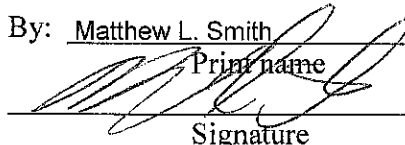


NEAL D. PEYSNER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE4948197  
Qualified in Nassau County  
My Commission Expires March 06, 2019

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

By: Matthew L. Smith

Print name



Signature

President

Title

08 / 11 / 2016  
Date



COUNTY OF NASSAU

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

1. Name of the Entity: Smith & Drake Realty Corp. DBA Smith & DeGroat Real Estate  
Address: 27 East Jericho Turnpike  
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 02-0763626
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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

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

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

---

---

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

Standard Valuation Services - 24% Ownership by Matthew L. Smith

---

---

---

---

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

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

None.

---

---

---

---

---

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

None.

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

None.

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

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

Dated: August 11, 2016

Signed:



Print Name: Matthew L. Smith

Title: President

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

## AMENDMENT NO. 8

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of March 11, 2016 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Parks Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department" or "Parks"), and (ii) Smith & Drake Reality Corp, d/b/a Smith & DeGroat Real Estate, a New York State Corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor, executed on behalf of the County on October 10, 2006, as extended by County contract number CLPK11000011-01 executed on behalf of the County on December 8, 2011 (the "Original Agreement"), the Contractor is charged with the sole and exclusive management of the properties located at various Parks facilities (the "Property" or "Premises"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from October 10, 2006 to October 31, 2016, unless sooner terminated in accordance with the terms of the Original Agreement; and

WHEREAS, the County desires to extend the Original Agreement.

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

1. Extension of Term. The Original Agreement shall be extended by two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be December 31, 2016.
2. Section 2, Subsection (a) "Management of Residential Units." of the original agreement is hereby amended to read as follows "The Contractor shall, at the direction of the County, act as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Schedule A (the "Units") and any land or improvements associated therewith, as more specifically defined herein. The County reserves the right to remove any Unit from Schedule A at any time. The Contractor specifically represents that the terms

and conditions of this Agreement have been negotiated taking into account the County's right to remove Units from the scope of this Agreement and, as such, recognizes that the County shall have no liability to the Contractor for any fees or expenses subsequent to written notice of removal of such units and shall have no obligation to compensate the Contractor for such removal(s)."

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SMITH & DRAKE REALTY CORP d/b/a SMITH &  
DEGROAT REAL ESTATE

By: 

Name: Matthew L. Smith

Title: President

Date: August 2, 2016

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 1st day of August in the year 2016 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Smith & Drake Realty Corp., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

M. d. R.

MARTIN I. SCHACKNER  
Notary Public, State of New York  
No. 01SC4773475  
Qualified in Suffolk County  
Commission Expires, May 31, 2010

)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

Age Group	Total	Male	Female	Male	Female
18-24	28.0%	28.0%	28.0%	28.0%	28.0%
25-34	22.0%	22.0%	22.0%	22.0%	22.0%
35-44	18.0%	18.0%	18.0%	18.0%	18.0%
45-54	12.0%	12.0%	12.0%	12.0%	12.0%
55-64	8.0%	8.0%	8.0%	8.0%	8.0%
65+	2.0%	2.0%	2.0%	2.0%	2.0%

3

## Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedamare Preserve-Main House	\$0	20%	40%	40%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,550	20%	80%	0%	\$0	\$0
Lannin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preserve-Cottage	\$800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main House	\$3,000	20%	40%	40%	\$600	\$1,200
Fruggies Farms House	\$2,250	20%	40%	40%	\$450	\$900
Jericho Preserve-Carriage Barn	\$1,850	20%	40%	40%	\$370	\$740
Jericho Preserve-Chester House	\$4,000	20%	40%	40%	\$800	\$1,600
Jericho Preserve-Famlane Cottage 1	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Famlane Cottage 2	\$1,150	20%	40%	40%	\$230	\$460
Jericho Preserve-Elias Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Famlane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	40%	40%	\$500	\$1,000
Jericho Preserve-Malcolm House	\$0	20%	40%	40%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Muttontown-Chelsea Caretaker	\$800	20%	40%	40%	\$160	\$320
Muttontown-Chelsea Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	40%	40%	\$450	\$900
Muttontown-Chelsea Living Quarters	\$300	20%	40%	40%	\$60	\$120
Muttontown-Chelsea Maintenance Quarters	\$3,700	20%	40%	40%	\$740	\$1,480
Muttontown-Chelsea Wing Office	\$900	20%	40%	40%	\$180	\$360
Muttontown-Nassau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$800
Muttontown-Nassau Hall Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$760
Muttontown-Nassau Hall Apartment 1	\$3,000	20%	40%	40%	\$600	\$1,200
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$270	\$540
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$460
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	40%	40%	\$200	\$400
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,250	20%	40%	40%	\$250	\$500
Old Mill Farms Tudor	\$7,505	20%	40%	40%	\$1,501	\$3,002
Old Mill Farms Cape House	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Bowling Alley 1	\$1,650	20%	40%	40%	\$330	\$660
Sands Point-Bowling Alley 2	\$1,400	20%	40%	40%	\$280	\$560
Sands Point-Captain's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Sands Point-Caretaker	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Sands Point-Lane Lodge 1	\$3,000	20%	40%	40%	\$600	\$1,200
Sands Point-Lane Lodge 2	\$2,250	20%	40%	40%	\$450	\$900
Sands Point-Lane Lodge 3	\$2,000	20%	40%	40%	\$400	\$800
Sands Point-Millie Fleur	\$6,600	20%	40%	40%	\$1,320	\$2,640
Sands Point-Superintendent's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Shattuck Preserve	\$0	20%	40%	40%	\$0	\$0
Smithers Estate	\$3,500	20%	40%	40%	\$700	\$1,400
Tackapush Preserve	\$1,500	20%	40%	40%	\$300	\$600
Tiffany Creek Preserve	\$3,750	20%	40%	40%	\$750	\$1,500
Trout Lake	\$1,650	20%	40%	40%	\$330	\$660
Wellwyn Preserve	\$1,300	20%	40%	40%	\$260	\$520
167 Cove Road	\$2,500	20%	40%	40%	\$500	\$1,000



Contract ID# COPK06000052-01
COPK06000052  
 Department: PARKS, REC. & MUSEUMS
E-118-06**Contract Details**SERVICE Museums Landmark Units Mgmt
 NIFS ID #: COPK06000052 NIFS Entry Date: 8/9/2006 Term: from 7/1/06 to 8/31/11  
5/11/06 to 10/31/2011

New <input checked="" type="checkbox"/> Renewal
Amendment
Time Extension
Addl. Funds
Blanket Resolution
RES#

1) Mandated Program:	Yes	<input checked="" type="checkbox"/> No
2) Comptroller Approval Form Attached:	<input checked="" type="checkbox"/> Yes	No
3) CSEA Agreement § 32 Compliance Attached:	<input checked="" type="checkbox"/> Yes	No
4) Vendor Ownership & Mgmt. Disclosure Attached:	<input checked="" type="checkbox"/> Yes	No
5) Insurance Required	<input checked="" type="checkbox"/> Yes	No

**Agency Information**

Vendor	
Name <u>Smith &amp; Drake Realty Corp. d/b/a Smith &amp; DeGroat Real Estate</u>	Vendor ID# <u>020763626-01</u>
Address <u>27 East Jericho Turnpike</u> <u>Mineola, NY 11501</u>	Contact Person <u>Marty Schackner</u>
	Phone <u>455-7778</u>

County Department
Department Contact <u>Christine C. Windholz</u>
Address <u>Eisenhower Park/Admin. Bldg.</u> <u>East Meadow, NY 11554</u>
Phone <u>516-572-0237</u>

**Routing Slip**

Jose L. Lopez, Commissioner

Date 8-9-06

Deidra Clark-Towers, DC

Date 8/8/06

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
<u>8/9/2006</u>	Department <u>SEE ATTACHED PRINTOUT</u>	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <u>YES</u>	<u>8/9/06</u>	<u>John D</u>	
<u>8/10/06</u>	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>8/10/06</u>	<u>[Signature]</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>8/10/06</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/> (INS. TO FOLLOW)	<u>8/11/06</u>	<u>[Signature]</u>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>8/8/06</u>	<u>SM SM</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>8/9/06</u>	<u>[Signature]</u>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	<u>9/1/06</u>	<u>[Signature]</u>	
	Comptroller	NIFS Approval <input type="checkbox"/>	<u>8/10/06</u>	<u>[Signature]</u>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>10/10</u>	<u>[Signature]</u>	

# CONTRACT SUMMARY

Contract ID#: CQPK06000052



Department: Parks, Recreation + Museums

Description: Property Mgmt of Landmark Units

**Purpose:** Professional property manager to collect fees at Landmark Units, fund needed maintenance and improvements, establish market rates for license fees with County approval, and locate and place new residents.

**Method of Procurement:** RFP issued on December 15, 2005.

**Procurement History:** Five (5) written proposals received. Contract awarded to lowest bidder.

**Description of General Provisions:** The Property Manager will receive a percentage of the increased license fee and fund all repair and improvement as shown on Appendix A & C.

**Impact on Funding / Price Analysis:** Minimum of \$1,690,220 revenue over five year term and \$570,000 in much needed improvements.

**Change in Contract from Prior Procurement:** NA

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	<u>CPF</u>
Control:	<u>PK</u>
Resp:	<u>1100</u>
Object:	<u>500</u>
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ <u>.01</u>
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	\$ <u>.01</u>

LINE	INDEX/OBJECT CODE	AMOUNT
1	<u>PKCPF1100 DE500</u>	\$ <u>.01</u>
2		\$
3		\$
4		\$
5		\$
		\$
	<b>TOTAL</b>	\$ <u>.01</u>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Nick Galasinas

APPROVED: [Signature] 8/11/06  
 INSURANCE SECTION  
 SUBJECT To FOLLOW.  
 Date: 8/8/2006

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>Br</u>	Name: <u>CQPK06000052</u>	Date: <u>10-10-2006</u>
Date: <u>10/4/06</u>	Date: <u>[Signature]</u>	(For Office Use Only)
		E #:

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of August 8, 2006 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Smith & Drake Realty Corp. a New York State corporation d/b/a Smith & DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall be for a period of five (5) years commencing on November 1, 2006 (the "Commencement Date") and terminating on October 31, 2011. Contractor, upon completion and faithful performance of the terms of this Agreement, will be given the option of renewing this Agreement for an additional five (5) year term, with mutual consent, subject to a written amendment signed by the County Executive.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as the agent of County to license, maintain, operate, manage and supervise the property or properties described on Appendix A (the "Property"). The County shall have the right in its sole discretion to add or remove units from the Property. In the event that County should remove any units from the Property during the initial five (5) year term of this Agreement, Contractor shall be reimbursed for the cost of repairs actually made, less the amounts for which the Contractor has already been reimbursed, including interest at twelve percent (12%) running from the Commencement Date. However, Contractor shall not be entitled to any reimbursement in the event that this Agreement is terminated by Contractor pursuant to paragraph 17(b)

a) General

(i) Subject to the terms hereof, Contractor is hereby charged with the sole and exclusive management of the Property, and shall provide County with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the Licensees of the Property, including, but not limited to any service, maintenance and repairs specifically enumerated under the existing License Agreements. These services shall include establishing a

market rate for each unit, locating new occupants and relocating existing occupants as needed; collecting monthly Use and Occupancy permit fees.

(ii) All repairs performed by Contractor hereunder shall be consistent with the historic character of the units. Licensees shall be responsible for interior repairs other than replacement of appliances, and all utility expenses. Where possible, Each occupant shall execute a Use and Occupation Permit (the "Permit") in a form acceptable to the County. Said Agreements shall be terminable by the County upon sixty (60) days notice. All work must comply with Department of Public Works ("DPW") guidelines attached as Appendix B.

#### Receipt of Funds; Bank Accounts

Contractor shall collect all fees, receipts, income and security deposits and all other sums of money whatsoever (all hereinafter collectively called "Receipts") which may be due or payable to County in connection with the occupancy, use or enjoyment of the Property. Said Receipts shall be made payable to "Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate as agent for Nassau County." Contractor shall account to the County for the Receipts and shall remit same to County in accordance with the subsequent provisions herein. County hereby authorizes Contractor to request, demand, collect, and receive all Receipts and to recommend to County, but not be responsible for the institution of legal proceedings for the collection thereof and for the dispossession of Licensees and other persons from the Property. Contractor shall establish a separate dedicated escrow account (the "Escrow Account") for this purpose only, to be maintained with North Fork Bank, 210 Mineola Boulevard, Mineola, NY 11501. No funds other than the Receipts shall be deposited in this account. Contractor shall remit all License Agreement security deposits to County as a Receipt

### 3. Payment.

#### (a) Amount of Consideration.

The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be in accordance with the amounts set forth per unit as described on Appendix A.

#### (b) Payments to County

(i) After payment of the expenses authorized pursuant to this ~~pursuant to~~ this Agreement, and payments to Contractor pursuant to paragraph (a) above. Contractor shall remit to County the percentage amounts listed on Appendix A on a monthly basis commencing on September 30, 2006 and on the last day of the month for each month thereafter. Said payments shall be made in arrears and contain the amounts due for that month. The parties may from time to time mutually agree in writing to change these percentages and adjust the monthly license payments

(ii) Late charges shall be assessed on any payment that is overdue for more than ten days. In the event that payment of license fees, percentage fees or other charges shall become overdue for ten days following the date on which such fees are due and

payable as provided in this License Agreement, a late charge of 2% per month on the sums so overdue (computed on a thirty day month) from the date they were due and payable shall become immediately due and payable to Parks 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 prior 2% charges) are not paid in full by the tenth day of the month following the month in which it shall be due, or is already past due, an additional charge of 2% of the total such fee and arrears 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 Commissioner to bill Licensee for late charges shall constitute a waiver by Commissioner 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.

(iii) On or before the thirtieth day following each anniversary of the Commencement Date, Contractor shall submit to Parks financial statements pertaining to operations under this License, signed and verified by a member of a Certified Professional Accounting firm or by the president or chief financial officer of Contractor

(c) Property of County

Within fifteen (15) days after termination of this Agreement, Contractor shall turn over to County all funds, books and records in the Contractor's possession and which are the property of the County, including without limitation unpaid invoices and a list of unpaid charges incurred in connection with the operation of the Property. County may withhold funds owing to Contractor until such time as Contractor complies with the requirements of this Article 3C.

4. Capital Improvements and Repairs.

(a) Contractor shall make the repairs and capital improvements listed on Appendix C within the time periods specified. Contractor may expend less than the sums listed upon the written approval of the County and provided that the repairs and/or capital improvements are performed to the satisfaction of the County and in compliance with the DPW Guidelines contained on Appendix B. Contractor shall receive a construction management fee of fifteen per cent (15%) which is included in the amounts set forth in Appendix C. Contractor shall not perform any repairs at Elderfields until further written notice from the County.

(b) Contractor shall provide County with discharges for any and all liens which may be levied against the repairs and/or Capital Improvements during construction of such improvements. Contractor shall use its best efforts to discharge such liens within thirty days of receipt of lien by Contractor.

5. Reports and Statements

(a) Contractor shall prepare and submit the following reports and statements for each building in the Project, the form of all of which shall be subject to the approval of County. Such reports and statements shall be broken down by facility and shall include such supplementary statements as County shall reasonably request and all information contained in such reports and statements shall be certified as accurate by Contractor.

- (i) Balance Sheet
- (ii) Income Statement
- (iii) Vendor Payable Report
- (iv) Bank Statements
- (v) Receivable Detail Report
- (vi) General Ledger
- (vii) Voucher Check Register
- (viii) Current Month & Year to Date Budget to Actual Report including reconciliation of beginning to ending cash balance
- (ix) Monthly itemized expense reports

(b) The Contractor shall submit an itemized monthly report listing all licensee fee revenue due the County along with a list of improvements completed for each unit.

6. Advertising

Contractor shall, at its own cost and expense, , advertise the Property for rent at such times and by use of such media as it deems necessary at a cost not greater than that set forth in the Annual Budget. In addition to the above, County authorizes the Contractor to erect a sign(s) on the Property and to advertise the Property if, in the Contractor's opinion, such efforts would aid in the licensing of the Property.

7. Licensing Commissions-

(a) If an agreement between a Licensee produced by Contractor is entered into between County and that Licensee, Contractor shall be entitled to a licensing commission if and when: (i) the term of the License Agreement has commenced; (ii) any fee payable for the first month of the term of the License Agreement is paid to the County. Any Commissions shall be due and payable from the Licensee and in such amounts as may be negotiated between the Contractor and the Licensee.

(b) Such commission shall be the only compensation to Contractor for licensing and Contractor shall pay all its own expenses, salaries and all other costs incurred by it as a result of licensing activities, except as may be otherwise noted herein to the contrary.

8. Repairs and Maintenance

Contractor shall perform all ordinary repairs and maintenance at its own cost and expense. County shall be responsible for major capital repairs that would directly impact the structural integrity, the weather tightness and the physical plant of the building. Contractor shall

be responsible for all repairs other than those County responsibilities delineated in this paragraph.

9. (a) Licensing Services of the Contractor

Contractor shall use all its reasonable best efforts in the negotiation of License Agreements and renewals for any space in the Property that is now or becomes vacant during the term of this Agreement.

Notwithstanding anything to the contrary contained herein, County shall have final approval over all decisions relating to licensing and license fee rates.

Contractor shall be the exclusive licensing Broker of County for the purpose of entering into agreements for licensing any part of the Property now or hereafter available during the term of this Agreement.

(b) Right to Approve

County shall have the right, in its sole discretion, to approve the terms and conditions, and form of any proposed License Agreement and to approve any prospective licensees. Contractor shall have no authority to sign License Agreements and therefore shall forward all such agreements to County for signature.

(c) County's Right to Negotiate

County may, if it deems it to be necessary or prudent, enter into negotiations directly with any prospective licensees; provided, however, that such direct negotiations by County shall not affect the amount of any commissions that would otherwise be due Contractor, and provided further, that any such direct negotiations by County shall not affect the terms and conditions of this Agreement regarding whether or when a commission is deemed to be earned.

10. Independent Contractor.

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

11. No Arrears or Default.

The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

12. Compliance With Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and EE 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) Protection of Client Information.

13. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in



connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

#### 15. Insurance

- i. (a) Types and Amounts. The Contractor, will procure from each Licensee for each unit prior to their occupancy, during the contract term or any renewal thereof, a Tenant or renters insurance policy for their content and comprehensive personal liability coverage in the amount of \$500,000 with Nassau County named as an additional insured. The Contractor, prior to contract commencement, will procure and keep in force during the contract term and any renewal thereof at its own cost and expense a Commercial general Liability insurance policy and a Professional Liability insurance policy which insurance shall be in addition to the basic \$500,000 permit coverage which Contractor shall require the residents of each unit to maintain. The policies must be written by an insurance company authorized to do business in New York State. Such policies must clearly list the County as an additional insured and the face value of each policy shall have a combined single limit of not less than three million dollars (\$3,000,000) per occurrence. The Contractor shall also provide builders' "all risk" and such other insurance, in such forms, amounts and with such companies, as the County shall determine, in its sole discretion to be appropriate. A Certificate of Insurance reflecting such coverage shall be promptly delivered prior to execution of a contract. The selected Contractor will also furnish a Certificate of Insurance evidencing statutory Workers Compensation Insurance as required by the County. Copies of the above mentioned policies, or satisfactory certificates of insurance reflecting such coverage,

shall be delivered to the Bureau of Real Estate and Insurance at 1 West Street, Mineola, New York 11501 prior to the execution of the contract by the Contractor. Failure of the Contractor to procure or maintain current valid insurance policies as required herein shall be deemed a material violation of the terms of the contract. If the Contractor or its insurance company cancels the above insurance or if such insurance is otherwise cancelled or expires, Contractor must provide the County thirty (30) days written notice of such cancellation or expiration. The Contractor must immediately obtain, with no gap in coverage, alternate insurance coverage at the same liability levels, and listing the County specifically as an additional insured. If the Contractor fails to obtain alternate insurance coverage and a lapse in insurance coverage occurs, the Contractor will be deemed in material breach of the contract and the contract shall be considered null, void and terminated, and of no effect as of the date of insurance cancellation.

- (b) The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

16. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

17. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Contractor. This Agreement may be terminated by the Contractor (i) for any reason by the Contractor upon sixty (60) days written notice to the County (ii) upon mutual written Agreement of the County and the Contractor (iii) if performance becomes

impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

18. Accounting Procedures; Records.

The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19. Limitations on Actions and Special Proceedings Against the County.

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

20. Consent to Jurisdiction and Venue; Governing Law.

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

21. Notices.

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice with a copy to William R. Boccio P.C., 22 Jericho Turnpike, Suite 103, Mineola, NY 11501.

22. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth

above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

23. Section and Other Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

25. Administrative Service Charge.

The Contractor agrees to pay the County an administrative service charge of five hundred dollars (\$500.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

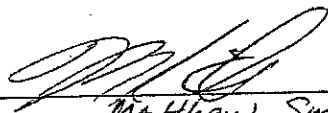
26. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

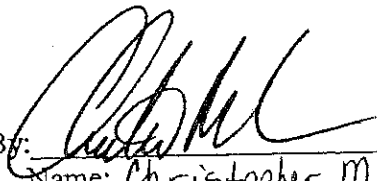
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

SMITH & DRAKE REALTY CORP.D/B/A SMITH  
& DEGROAT REAL ESTATE

By:   
Name: Matthew Smith  
Title: Pres  
Date: August 7, 2006

NASSAU COUNTY

By:   
Name: Christopher M. Hahn  
Title: Deputy County Executive  
Date: 10-10-2006

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7<sup>th</sup> day of August in the year 2006 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Pres. of Smith & Davis Realty Corp., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

WILLIAM R. BOCCIO  
Notary Public, State of New York  
No. 02804755364  
Qualified in Nassau County  
Commission Expires September 30, 2009



STATE OF NEW YORK)

)ss.:

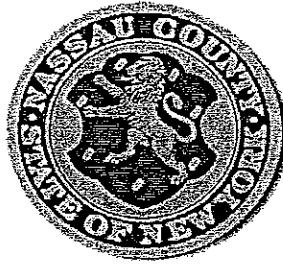
COUNTY OF NASSAU)

On the 10<sup>th</sup> day of October in the year 2006 before me personally came Christopher M. Hahn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Barbara Conroy  
NOTARY PUBLIC

BARBARA CONROY  
Notary Public, State of New York  
No. 30-4838123  
Qualified in Nassau County  
Commission Expires November 30, 2009

Howard S. Weitzman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Smith & Drake Realty Corp dba Smith & DeLoat Real Est.  
CONTRACTOR ADDRESS: 275 Jericho Tpke, Mineola, NY 11501  
FEDERAL TAX ID #: 020763626

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on 11/1/2006 [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 five (5) written proposals were evaluated and awarded to the lowest bidder.

[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.

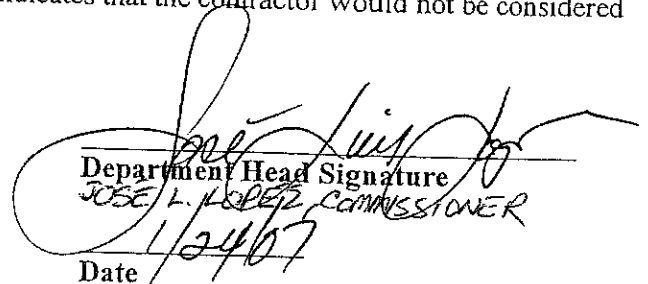
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

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

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

  
Department Head Signature  
JOSE L. LOPEZ, COMMISSIONER  
Date 1/24/07

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

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

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER (516) 593-2200

FAX (515) 593-2805

DATE (MM/DD/YYYY)

**8/14/2006**

Simon Weston & Son, Agency

201 2011 Highway

P.O. Box 747

Lyndbrook

**NY 11563**

SMITH &amp; DRAKE REALTY CORP D/B/A

BOTH A DEERHAT REAL ESTATE

27 EAST JERICHO TPK

**MINTOLA**

NY 11501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

NAIC #

INSURANCE FIRST SPECIALITY INS CO

INSURANCE AIG ( ILLINOIS NATIONAL )

### INSURANCE:

**NUMBER 2:**

執照號碼及有效期:

**COVERAGES**

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

POLICY NUMBER		TYPE OF INSURANCE		POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YY)		POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS		
A	X	GENERAL LIABILITY		POL204007687800	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 1,000,000					
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000					
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Per person) \$ 5,000					
							PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE \$ 2,000,000				
POLICY <input type="checkbox"/> PRO <input type="checkbox"/> TEST <input type="checkbox"/> LOC								PRODUCTS - COMBOP AGG \$ 1,000,000				
		AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$					
		<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$					
		<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$					
		<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$					
		<input type="checkbox"/> HIRED AUTOS					AUTO ONLY - EA ACCIDENT \$					
		<input type="checkbox"/> NON-OWNED AUTOS					OTHER THAN AUTO ONLY EA ACC \$					
							AGG \$					
B		UMBRELLA LIABILITY		NEW0811394	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 2,000,000					
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$ 2,000,000					
		<input type="checkbox"/> DEDUCTIBLE										
		RETENTION \$10,000										
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EL EACH ACCIDENT \$						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						EL DISEASE - EA EMPLOYEE \$						
If yes, describe under SPECIAL PROVISIONS below						EL DISEASE - POLICY LIMIT \$						
OTHER												

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Scheduled Nassau County Rural Properties. Certificate Holder's County Dept of Parks, Recreation and Museums are  
included as additional insured's ATTOR

**CERTIFICATE HOLDER**

County of Nassau  
1 West Street  
Mineola, NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Steven Pastor / FRED

ACORD 25 (2011/08)

145025 (b)(6), (b)(7)(C)

**ALLS**

VMP Antigenic Solutions, Inc. (800) 527-2515

© ACORD CORPORATION 1988

Page 1 of 2



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

## HOUSTON CASUALTY COMPANY

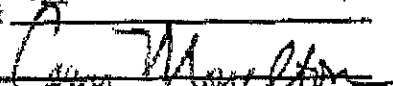
ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

### DECLARATIONS PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE THIS IS A CLAIMS MADE POLICY

Broker No.: 9993218 No.: H706-15857  
PROFESSIONAL LIABILITY CONSULTING SVCS. Renewal of: NEW

- Item 1. Named Insured: SMITH & DRAKE REALTY CORP. DBA SMITH &  
DEGROAT REAL ESTATE
- Item 2. Address: 27 E. JERICHO TURNPIKE  
MINEOLA, NY 11501
- Item 3. Named Insured's Profession: See Endorsement # 1, E32
- Item 4. Limit of Liability: \$ 1,000,000 Each Claim and in the Aggregate  
including Claim Expenses.
- Item 5. Deductible: \$ 2,500 Each Claim Including Claim Expenses.
- Item 6. Notice of Claim to: PIA, Director of Claims  
37 Radio Circle Drive, Mount Kisco, NY 10549
- Item 7. Policy Period: Inception Date: 9/14/06 Expiration Date: 9/14/07  
12:01 A.M. Standard Time at the address of the Named Insured herein.
- Item 8. Retroactive Date: 9/14/06 Item 9. Date of Application: 8/09/06
- Item 10. Premium: \$ 4,500.00 Administrative/Inspection Fee. \$50.00
- Item 11. Extension Period: 12 MONTHS Item 12. Extension Percentage: 125.00%

Attachments: (1) E32, (2) E46, (3) E18, (4) E127, (5) E161, (6) E133, (7) E166,  
(8) E174, (9) E109.

This Policy has been signed at Upper Saddle River, NJ  
Dated 9/15/06 by  RPM

FAML4010 V4.2

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

08/24/2016  
11:36 AM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS  
ENTERED BY : BUFFOLINO, PATTI 2-0240  
DOCUMENT NUMBER : CLPK16000005 INITIATING DEPT : PK  
INPUT PERIOD (MM YYYY) : 08 2016 AUGUST RIMS CODE :  
VENDOR NUMBER / SUFFIX : 020763626 01 APPROVAL TYPE : 01  
VENDOR NAME : SMITH & DRAKE REALTY CORP  
VENDOR ADDRESS : 27 EAST JERICHO TURNPIKE

COUNTRY : MINEOLA NY 11501  
ALPHA VENDOR : USA  
BANK NUMBER : SMITH & DRAKE REALTY CORP  
DUE DATE :  
DOCUMENT AMOUNT : 423,500.00  
NUMBER OF LINES : 1  
TRANSACTION CODE HASH :  
TERMS :  
POSTING/EDIT ERRORS :  
F1-HELP F2-SELECT F3-DELETE F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F10-SAVE F12-ADL FCTNS  
G014 - RECORD FOUND

TREAS NO :  
SINGLE CHECK :  
CURRENCY CODE :  
RESPONSIBLE UNIT :  
NOTEPAD (Y OR N) : N

DOCUMENT : CLPK16000005 - 01 INPUT PER : 08 2016 AMT : 423,500.00

-----

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CQPK06000052 11 INVDT:  
TRANS DESC. : AMEND TERM TO OCT 2006 TO DEC 31, 2016  
TRANS AMOUNT : 423,500.00 TRANS NET AMT :  
INDEX : PKGEN1100 ADMINISTRATION  
SUBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
GL ACCOUNT :  
SUBSIDIARY :  
VENDOR :  
BANK NUMBER : TREAS NO: START/END:  
FINANCIAL ERRORS :  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT  
F7-VIEW DOC F10-SAVE  
G008 - NEXT RECORD DISPLAYED

FAML6455 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM  
CURRENT YR BUDGET & OBLIGATION SUMMARY

08/25/2016

2:31 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 08 2016 AUG 2016

INDEX

ORGANIZATION : PK10 ADMINISTRATION

CHARAC / OBJECT : X

FDTP FUND SFND : GF GEN GEN GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DE	CONTRACTUA	4,369,500	4,369,500	3,712,606	656,894
	EXP TOTAL	6,645,014	6,645,014	5,099,172	1,545,842
	REV - EXP	-2,668,014	-2,668,014	-2,909,629	-241,615

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2

## NIFS PRODUCTION SYSTEM

08/25/2016

LINK TO:

## VENDOR SUMMARY

2:32 PM

ACTIVE

FISCAL MO/YEAR : 08 2016

VENDOR NUMBER : 020763626

SMITH &amp; DRAKE REALTY CORP

VENDOR ALPHA :

S	VENDOR SUMMARY	AUG 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	611,281.01	611,281.01	711,281.04
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	457,500.00
	CASH RECEIPTS	.00	.00	.00
	ACCT REC VABLE	.00	.00	.00
	1099 TOTALS			.00
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00
F1-HELP	F2-SELECT	F9-LINK	F4-PRIOR	F5-NEXT

GO14 - RECORD FOUND



## AMENDMENT NO. 1

AMENDMENT, dated as of January 31, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

WHEREAS, the term of the Original Agreement is from November 6, 2006 through October 31, 2011 (the "Original Term");

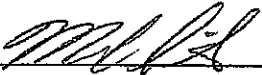
WHEREAS; the County and the Contractor desire to amend Appendix A and Appendix C by adding additional units thereto.

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

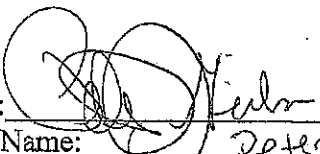
1. Appendix A and Appendix C of the Original Agreement shall be replaced in its entirety and are amended to add the following units: Trailside Building, Nassau Hall 1<sup>st</sup> Floor, Chelsea Wing Studio, Chelsea Servant's Wing and Eldersfields Preserve Main House.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SMITH AND DRAKE REALTY CORPORATION

By:   
Name: Matthew L. Smith  
Title: President  
Date: 1-21-07

NASSAU COUNTY

By:   
Name: Peter J. Gerbasi  
Title: Deputy County Executive  
Date: 2/21/07

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31<sup>ST</sup> day of JANUARY in the year 2007 before me personally came MATTHEW L. SMITH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the PRESIDENT of SMITH + DRAKE REALTY CORP. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 8, 2007

*Neal D. Peysner*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21 day of February in the year 2007 before me personally came Peter Guboni to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES G. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010

*James G. Collins*

## County of Nassau Briefing Memo

To: File

From: Sean Rainey, Deputy Director Real Estate Planning & Development  
Eileen Krieb, Assistant Deputy County Executive  
Tracy Kay, Deputy Commissioner

CC: Peter Gerbasi, Deputy County Executive  
Jose Lopez, Commissioner  
Craig Johnson, Legislature

Date: January 5, 2007

Subject: Elderfields Preserve

---

### Background

Elderfields Preserve is located at 200 Port Washington Boulevard and is within the jurisdiction of the Village of Flower Hill. In 1996, Williams Estate, a three-and-one-half-acre estate located on Elderfield Preserve, was left to the County of Nassau as a historic preserve with a covenant requiring access to the public. The bequest included the main house, a studio cottage (formerly the pool house), three garages, a gazebo, a tool shed, and a walled garden.

**Elderfields Preserve Project** - Through the cooperative efforts of the Real Estate Department and the Parks Department, the following two-fold business portfolio is being developed for the property:

*Studio Cottage* - The County will provide a Use and Occupancy Permit through Smith & Drake to a caretaker who will be responsible for maintaining the Preserve grounds. The occupant's license fee will be reduced from a projected fee of \$1,000 to \$500 per month. The tool shed will be accessible to the caretaker for his landscaping equipment.

*Main House (west wing)* - The County will provide a Use and Occupancy Permit through Smith & Drake to an occupant who will pay license fees to

the County at the market rate, which is estimated to be \$3,500 per month, including utilities. The west wing will be completely refurbished by Smith & Drake's contractors at a cost of approximately \$150,000. The improvements will include electrical upgrades, plumbing upgrades, kitchen renovations, floor restoration, and painting of the interior and exterior of the entire main house. The occupant of the west wing will have complete access to a two-car garage. Smith & Drake will take a majority of the license fees over the next four years to reimburse improvement. In the fifth year, the County will realize a total of \$55,000 annually, including escalations.

*Main House (east wing)* – With regard to the remaining property (i.e., the east wing of the Main House, the Barn, and the ancillary building), the County will enter into a partnership via a license agreement with The Art Guild ("TAG"). TAG is a 501c(3) devoted to providing encouragement and education to community artists and crafts people and a forum for appreciation of visual arts. TAG will operate an arts center that will serve the Port Washington/Roslyn/Manhasset area. Planned services and features include art classes, arts education, studio space, gallery and exhibition space, arts-based events, and a park-like environment. A portion of the space in the east wing will be allocated for a museum which will be open to the public.

TAG will refurbish the east wing of the building. The improvements will include electrical upgrades, installation of an ADA-compliant restroom and ramp, and restoration of the gardens. TAG will also be responsible for interior painting, flooring and windows at a cost of approximately \$75,000. TAG will pay its share of the utilities (\$2.50/sq ft). The County will be responsible for replacement of the Main House roof (\$40,000) and gutters (through an existing grant) and improvements to the driveway to create space for parking (\$110,000).

### **Recommendation**

Approve execution of Use and Occupancy Permits with occupants of the Studio Cottage, the west wing of the Main House, and the east wing of Main House (TAG). This project will return the Main House and Preserve back to its original appearance by making more than \$360,000 worth of much needed improvements, while, at the same time, providing a benefit to the community and the residents of Nassau County. It's our opinion that if this property is not occupied in the immediate future it could fall into complete disrepair.

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$750	25%	8%	67%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977		25%	8%	67%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$574	25%	8%	67%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$750	25%	8%	67%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$379	25%	8%	67%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$5,624	15%	8%	77%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$709	25%	8%	67%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,125	25%	75%	0%
9								

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$724		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$633		25%	75%	0%
Sands Point Park & Preserve (Main Building)	95 Middle Neck Road, Port Washington	North Hall	\$600	\$600		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
11 Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$1,664	20%	8%	72%
12 Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,500	25%	8%	67%
13 Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	8%	72%
14 Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,531	20%	8%	72%
15 Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	\$514	25%	75%	0%
16 Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$457	25%	8%	67%
17 Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$450	25%	8%	67%



APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$500		25%	8%	67%
Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%
Eldersfield Preserve (Nassau Hill)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%
Eldersfield Preserve (Nassau Hill)	200 Port Washington Road, Manhasset	3 bedrooms, 2 baths, living room, eat in kitchen, 2 car garage	Prior Fee \$1,800	\$2,000		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Prior Fee			
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	\$702	\$1,536		25%	8%	67%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$702		25%	8%	67%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$908		25%	8%	67%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$746		25%	8%	67%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$957		25%	8%	67%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,400		20%	8%	72%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	\$677		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Projected U&O Fee			
Mutton town Park & Preserve (Blue Ocean)	36 Mutton town Road, East Norwich, NY	Office space (7) rooms available	\$0	\$2,000 for 9 months	\$1,500	20%	3%	22%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$606		25%	8%	67%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	U&O Fee			
Milton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	Office space	\$0	\$1,900 (6 months)	\$1,900 (6 months)	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$617		25%	75%	0%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$672		25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$750		25%	8%	67%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$672		25%	8%	67%
Seaford Cottage	265 Bryant Avenue, Roslyn	VACANT 4 bedrooms, 1 bath, 1,100 square feet	Prior Fee \$350	Units vacant				
Shatluck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350	Units vacant				
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000		25%	8%	67%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$350	25%	8%	67%
			Monthly (Less Prior Fees)	\$26,154	\$42,929		
			Annualized	\$313,848	\$515,148		

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	6%	69%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	76%	4%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	52%	23%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	6%	69%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	6%	79%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	6%	69%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500		25%	75%	0%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200	25%	75%	0%
Sands Point Park & Preserve (Landside Building)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1.5 baths		\$1,200	25%	60%	60%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
11 Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500		20%	39%	41%
12 Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650		20%	6%	74%
13 Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500		20%	6%	74%
14 Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,531		20%	61%	19%
15 Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	\$514		25%	75%	0%
16 Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000		20%	53%	27%
17 Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900		25%	29%	46%



## APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	56%	19%
Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	3,000 sq. ft. 4 1/2 baths, three car, over kitchen island, pool	Prior Fee \$300	\$1,000	15%	85%	6%
Mutton Park Preserve (Assault Hall 1st Floor)	1864 Mutton Park Road, Mutton Park		\$0	\$1,200	25%	88%	6%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Prior Fee	Projected U&O Fee			
20	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702		\$3,072	25%	8%	67%
21	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702		\$1,000	25%	6%	69%
22	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908		\$2,200	20%	24%	56%
23	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746		\$1,200	25%	25%	50%
24	Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957		\$957	25%	56%	19%
25	Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400		\$2,800	20%	29%	51%
26	Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677		\$1,200	25%	14%	61%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$806	\$1,200	25%	25%	50%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$617	25%	75%	0%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200	25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200	25%	25%	50%
Georgetown College	285 Bayview Avenue Roslyn	VACANT 2 bedrooms, 1 bath, living room, dining	Prior Fee \$736				
Shattuck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350				
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000	20%	30%	50%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800	20%	15%	65%
			Monthly (Less Prior Fees)				
			Annualized				
			\$26,154	\$63,741			
			\$313,848	\$764,892			

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500	25%	61%	14%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000	20%	5%	76%
3	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000	25%	54%	21%
4	Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500	25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500	25%	47%	28%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000	15%	5%	80%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500	25%	47%	28%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500	25%	75%	0%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200	25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200	25%	75%	0%
Sands Point Park & Preserve (Lane Lodge - Apt. 4)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1.5 baths	\$0	\$1,200	25%	75%	60%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	45%	35%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650	20%	40%	40%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	5%	75%
14	Jericho Historic Preserve (Chester House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800	20%	5%	75%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500	25%	5%	70%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000	25%	58%	17%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900	25%	5%	70%



APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
18 Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	5%	70%
18 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$1,750	\$4,000	15%	8%	6%
18 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000	25%	5%	70%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
20	Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	-5%	80%
21	Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	25%	5%	70%
22	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	28%	62%
23	Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$1,200	25%	29%	46%
24	Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$1,750	20%	38%	42%
25	Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,800	20%	33%	47%
26	Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	15%	60%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Milton (601 N. CA 116) Preserve (Blue 00887)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$1,200	25%	29%	46%

APPENDIX A REVISED

New	Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
28	Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000	20%	80%	0%
29	Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200	25%	29%	46%
30	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIC, 899 square feet	\$0	\$1,500	25%	75%	0%
31	Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200	25%	29%	46%
32	Cedarhurst (College)	2555 Broadway Avenue Rossmore, NY	2 bedrooms, 1 bath, 1,100 sq. ft. building	Prior Fee \$360				
33	Shattuck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$360				
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$360	\$3,000	20%	34%	46%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 3		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800		20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	\$67,172				
Annualized			\$313,848	\$806,064				

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	75%	0%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	5%	75%
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	74%	1%
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Falaize Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	65%	10%
6	Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	5%	80%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	65%	10%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	\$1,500		25%	75%	0%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200		25%	65%	10%
Sands Point Park & Preserve (Lane Lodge - Apt. 4)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	48%	27%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	5%	75%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$686	\$1,650	20%	5%	75%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	5%	75%
14	Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800	20%	5%	75%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500	25%	75%	0%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 985 square feet	\$457	\$1,000	25%	39%	36%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 569 square feet	Prior Fee \$586	\$900	25%	5%	70%



APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance (Preferred Maintenance and Net Capital Investment Percentage)	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
18 Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	\$1,000		25%	5%	70%
19 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	200 Port Washington Road, Manhasset	Prior Fee \$1,000	\$1,000		25%	5%	70%
20 Eldersfield Preserve (Main House)	200 Port Washington Road, Manhasset	200 Port Washington Road, Manhasset	Prior Fee \$1,000	\$1,000		25%	5%	70%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4	Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	8%	67%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	25%	5%	70%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	5%	75%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	\$1,200	25%	5%	70%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	\$1,750	20%	5%	75%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	\$2,800	20%	5%	75%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	5%	70%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	\$1,200		25%	5%	70%

New

27

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance Preferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Wing Office)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$0	\$900		25%	75%	55%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000		20%	74%	6%
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200		25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500		25%	40%	35%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200		25%	5%	70%
	286 Bayview Avenue, Roseton, NY	4 bedrooms, 1 bath, living room & dining	Prior Fee \$1,750					
	980 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350					
	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	\$3,000		20%	5%	75%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 4		Proposer's Monthly Percentage	Insurance and Maintenance Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee				
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800		20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	\$67,172				
Annualized			\$313,848	\$806,064				

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
1	Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	\$1,500		25%	22%	53%
2	Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	\$2,000		20%	6%	74%
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	\$1,000		25%	6%	69%
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	\$1,500		25%	75%	0%
5	Sands Point Park & Preserve (Caretakers Unit Fataise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	\$1,500		25%	6%	69%
6	Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	\$6,000		15%	6%	79%
7	Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	\$1,500		25%	6%	69%
8	Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,516 square feet	\$1,125	\$1,500		25%	67%	8%
9									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	\$1,200		25%	41%	34%
Sands Point Park & Preserve (7701 130th Avenue, Port Washington)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	\$1,200		25%	6%	69%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee			
11	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	\$2,500	20%	6%	74%
12	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	\$1,650	20%	6%	74%
13	Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	\$2,500	20%	6%	74%
14	Jericho Historic Preserve (Cheslie House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	\$2,800	20%	6%	74%
15	Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	\$1,500	25%	75%	0%
16	Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	\$1,000	25%	6%	69%
17	Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	\$900	25%	6%	69%



[illegible]

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee	Proposer's Monthly Percentage		
20 Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	\$3,072	25%	67%	79%
21 Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	\$1,000	26%	6%	69%
22 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	\$2,200	20%	6%	74%
23 Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	\$1,200	25%	6%	69%
24 Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	\$1,750	20%	6%	74%
25 Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	1 bedroom, 1 bath, living room	\$2,400	\$2,800	20%	6%	74%
26 Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	\$1,200	25%	6%	69%

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 892 square feet	\$806	\$1,200	25%	6%	69%

APPENDIX A REVISED

	Property Name	Property Location	Property Description	Current U&O Fee	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
27	Mutton town Park & Preserve (Chelsea Wing Office)	36 Mutton town Road, East Norwich, NY	Office space	\$0	\$9,000		25%	40%	35%
28	Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	\$2,000		20%	44%	36%
29	Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	\$1,200		25%	6%	69%
30	Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	\$1,500		25%	6%	69%
31	Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	\$1,200		25%	6%	69%
32	266 Enclave (Cedarhurst Cottage)	266 Enclave Avenue Roslyn	4 bedrooms, 1 bath, living room, dining	Prior Fee \$7,000					
33	Shatluck Estate (Caretaker Apartment)	960 Washington Avenue, Plainview	N/A - Vacant	Prior Fee \$350					
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,766 square feet	\$350	\$3,000		20%	6%	74%
35									

APPENDIX A REVISED

Property Name	Property Location	Property Description	Current U&O Fee	Year 5	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
				Projected U&O Fee			
Selwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	\$1,800	20%	6%	74%
Monthly (Less Prior Fees)			\$26,154	\$67,172			
Annualized			\$313,848	\$808,064			

APPENDIX C						
Unit Number	Property Name	Property Location	Scope of Improvements	Estimate Cost for Improvements	Timeframe for Improvements	Estimate Cost for Improvements
1	Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	Pointing, mold. Replace appliances and countertops. Tuck pointing.	\$20,000	24 Months	\$20,000
2	Sands Point Park & Preserve (Superintendents Quarters)	95 Middle Neck Road, Port Washington	Needs windows, gutter work, minor electrical and plumbing. Replace appliances. Repair sheathing, rafter tails and corbel. Replace wooden gutters. Tuck pointing. Power washing.	\$15,000	1 month- 6 month	\$15,000
3	Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	Needs windows, some exterior woodwork, gutters, floor cover. Replace kitchen. Electrical repairs.	\$17,250	1 month- 6 month	\$17,250
4	Sands Point Park & Preserve (Bowling Alley/Henney Apt.2)	95 Middle Neck Road, Port Washington	Completely rehab interior house including new bath and kitchen.	\$60,000	1 month- 6 month	\$60,000
5	Sands Point Park & Preserve (Caretakers Unit- Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	Backroom repainted. Sand floors. Replace appliances. Update kitchen.	\$15,000	1 month- 6 month	\$15,000
6	Sands Point Park & Preserve (Mille Fleurs -1st & 2nd floors)	95 Middle Neck Road, Port Washington	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	N/A	N/A	N/A
7	Sands Point Park & Preserve (Garage Maintenance Building)	127 Middle Neck Rd. Sands Point	Windows leak, some electrical issues, radiators leak, alleged lead in water. Repair or replace windows	\$15,000	24 Months	\$15,000

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
Item Number	Property Name	Property Location	Scope of Improvements	Estimate Cost for Improvements	Timeframe for Improvements	REVISSED Estimate Cost for Improvements
0	Sands Point Park & Preserve (Lane Lodge - Apt. 1)	95 Middle Neck Road, Port Washington	Window, gutter and pointing issues. Radiators & electric, kitchen floor tiles. Install bath shower. Needs upgrading and painting. Repair or replace cesspool if needed.	\$50,000	1 month- 6 month	\$50,000
0	Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	Replace appliances and general upgrade.	\$15,000	1 month- 6 month	\$15,000
0	Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Window leaks (all need replacement), interior plumbing leak and damage, need tile work in bath room.	\$33,750	1 month- 6 month	\$33,750
1	Sands Point Park & Preserve (Lane Lodge - Apt. 4)	95 Middle Neck Road, Port Washington	Miscellaneous general repairs.	N/A	1 month- 6 month	\$5,000
1	Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Tpk, Jericho	Scrape and repaint exterior. Repair rear porch. Miscellaneous general repairs.	\$20,000	24 Months	\$20,000
2	Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Tpk, Jericho	Miscellaneous general repairs.	\$5,750	36 Months	\$5,750
3	Jericho Historic Preserve (Dr S. Carl Homestead)	36 Old Jericho Turnpike, Jericho	Improvement will be the responsibility of the tenant. The proposer will only be obligated to manage the unit and collect rent.	N/A	N/A	N/A
4	Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	Second floor bath leaking, sheetrock repair needed, interior painting and wallpaper. Basement has water. Replace appliances. Scrape and paint exterior. Interior plaster repairs and painting.	\$15,000	24 Months	\$15,000
5	Jericho Historic Preserve (Farmlane Barn)	57 Route 106, Jericho	Rebuild floors. Replace doors and windows. Replace sub-floor. Tuck pointing. Scrape and paint exterior. Paint interior.	\$80,000	1 month- 6 month	\$80,000

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
Member Property Name	Property Location	Scope of Improvements	Estimate Cost of Improvements	Timeframe of Improvements	Estimate Cost of Improvements	REMOVED
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 - Cyster Bay Road, Jericho	Needs eight new windows. Scrape and paint exterior. <i>In addition to the work outlined by the proposer we would request the cesspool be replaced in the next year.</i>	\$15,000	24 Months	\$15,000	
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 - Cyster Bay Road, Jericho	For the next year the property will be rented to a County consultant. The proposer company will have no responsibility until they are notified in written of the availability of the unit to be rented.	\$2,300	36 Months	\$2,300	
Eldersfield Preserve (Cottage)	200 Port Washington Road, Port Washington	For the next year the property will be rented to a County consultant. The proposer company will have no responsibility until they are notified in written of the availability of the unit to be rented.	\$5,750	36 Months	\$5,750	
Eldersfield Preserve (Main House)	200 Port Washington Road, Port Washington	Installation of interior electrical upgrade including upgrade in kitchen and exterior painting	\$20,750	12 Months	\$19,000	
Muttontown Park & Preserve (Nassau Hall - 1st Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	
Muttontown Park & Preserve (Nassau Hall - 2nd Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	
Muttontown Park & Preserve (Nassau Hall - 3rd Floor)	1864 Muttontown Road, Muttontown	Improvement will be the responsibility of the tenant. The management company will only collect rent.	N/A	N/A	N/A	

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.



APPENDIX C						
REVISIO						
Project Name	Property Location	Scope of Improvements	Estimate Cost of Improvements	Duration	Estimate Cost of Improvements	Duration
Muttontown Park & Preserve (Nassau Hall - Gatehouse - Apt. 1)	1864 Muttontown Road, Muttontown	First floor bathroom needs repair. Interior is in good condition. Replace appliances. Kitchen upgrade.	\$10,000	24 Months	\$10,000	
Muttontown Park & Preserve (Nassau Hall - Gatehouse - Apt. 2)	1864 Muttontown Road, Muttontown	Replace appliances. Exterior painting touch up.	\$5,750	36 Months	\$5,750	
Muttontown Park & Preserve (Barnswallow Carriage House)	1920 Route 106, Muttontown	Needs four windows and upgrade to kitchen. Miscellaneous general repairs.	\$11,500	24 Months	\$11,500	
Muttontown Park & Preserve (Barnswallow Center)	1920 Route 106, Muttontown	Needs minor repairs to plaster and touch up paint. Match siding throughout exterior.	\$15,625	36 Months	\$15,625	
Muttontown Park & Preserve (Nassau Hall - Courtyard #3)	1864 Muttontown Road, Muttontown	Exterior paint touch up.	\$2,300	36 Months	\$2,300	
Muttontown Park & Preserve (Blue Ocean)	Muttontown Land, East Norwich	Kitchen, electrical upgrade, ceiling, bathroom upgrades, carpeting and tile replacement.	N/A	18 Months	\$28,790	
Muttontown Park & Preserve (Chelsea Wing Apartment)	Muttontown Land, East Norwich	Paint and minor repairs. Replace appliances.	\$5,750	36 Months	\$5,750	
Muttontown Park & Preserve (Chelsea Wing Office)	Muttontown Land, East Norwich	Repair bathroom, kitchen, electrical upgrade, painting, tile, floor.	N/A	18 Months	\$12,000	

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

APPENDIX C						
Unit Number	Property Name	Property Location	Scope of Improvements	Estimated Cost of Improvements	Timeframe on Improvements	Estimated Cost of Improvements
28	Muttontown Park & Preserve (Chelsea Maintenance Quarters)	Muttontown Land, East Norwich	Plaster, drainage and gutter repairs are needed. New bathroom and kitchen. <i>In addition to the work outlined by the proposer we would request the cesspool be replaced in the next year.</i>	\$44,500	1 month-6 month	\$44,500
29	Muttontown Park & Preserve (Chelsea Garage Apartment)	Muttontown Land, East Norwich	Minor repairs needed. Replace appliances. Minor roof repairs.	\$5,750	36 Months	\$5,750
30	Muttontown Park & Preserve (Chelsea Lodge Gatehouse)	Northern Blvd, East Norwich	Remove carpet and sand and refinish floors. Upgrade kitchen including new appliances. Upgrade 1/2 bath with shower unit and tile. Remove handicap chair system and repair walls. Stucco repair on exterior wall. Repair trellis. Repair exterior porch. Locate and repair water leak. Exterior paint.	\$30,000	1 month-6 month	\$30,000
31	Maintenance House Apartment	2187 Washington Avenue, Seaford	Needs repairs to bathroom. New kitchen floor and appliances.	\$5,750	24 Months	\$5,750
32	Cedarmere (Cottage)	255 Bryant Avenue, Roslyn	Renovation are costly and the unit has been omitted from the proposal.	N/A	N/A	N/A
33	Shattuck Estate (Apartment Unit)	960 Washington Avenue, Plainview	Renovation are costly and the unit has been omitted from the proposal.	N/A	N/A	N/A
34	Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	Replace appliances and countertops. Gutters need to be repaired.	\$17,750	24 Months	\$17,750
35	Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	Minor electrical. Replace appliances. Power wash.	\$4,000	24 Months	\$4,000
<b>Total</b>				<b>\$572,225</b>		<b>\$739,225</b>

Note: Cash flow from units other than the Eldersfield may be necessary to pay for the improvements on that unit.

Amendment #2 Enclosed

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

**CONTRACTOR ADDRESS: 27 E. Jericho Tpke.**

**FEDERAL TAX ID #: 020763626-01**

**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]. The sealed bids were received and opened.

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

The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.]. [ # ] of potential proposers requested copies of the RFP. Proposals were due on [date]. [ # ] proposals were received and evaluated. The evaluation committee consisted of:

ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on 11/1/2006 [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 \_\_\_\_\*this is a human services contract with a not-for-profit agency for which a competitive process has not been initiated \_\_\_\_ 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**

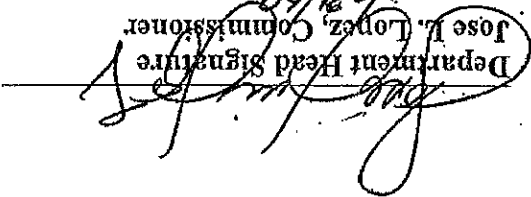
competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract,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

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

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

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

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

  
Department Head Signature  
Jose L. Lopez, Commissioner  
Date 1/23/08

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.

FAM14010 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

01/23/2008  
11:46 AM

DOCUMENT CATEGORY

ENTERED BY

DOCUMENT NUMBER

INPUT PERIOD (MM YYYY)

VENDOR NUMBER / SUFFIX

VENDOR NAME

VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP

F2-SELECT

F7-VIEW DOC F8-SUBMIT

G014 - RECORD FOUND

F3-DELETE

F9-LINK

F4-PRIOR

F10-SAVE

F5-NEXT

F6-DTL ENTRY

F12-ADL ECTNS

NOTEPAD (Y OR N) : N

TREAS NO  
SINGLE CHECK  
CURRENCY CODE  
RESPONSIBLE UNIT

SMITH & DRAKE REALTY CORP

NY 11501

MINNEOLA

USA

APPROVAL TYPE : 01

INITIATING DEPT : PK

CL CONTRACT INCREASE / CHANGE TERMS

WINDHOLZ, CHRISTINE, 20237

CLPK08000001

01 2008 JANUARY

020763626 01

SMITH & DRAKE REALTY CORP

27 EAST JERICHO TURNPIKE

01/23/2008 11:46 AM

NIES PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

FAM14050 V4.2  
LINK TO:

DOCUMENT : CLPK08000001 - 01 INPUT PER: 01 2008 AMOUNT :

.01

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CQPK06000052.03  
TRANS DESC : AMEND APPENDIX A & APPENDIX C  
TRANS AMOUNT :  
INDEX : PKGEN1100  
SUBJECT : DE500  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

FINANCIAL ERRORS :  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT  
F7-VIEW DOC F9-LINK F10-SAVE

G008 - NEXT RECORD DISPLAYED

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Bisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

WHEREAS, the term of the Original Agreement is from November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants.

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



By: [Signature]  
 Name: 10 Smith  
 Title: Deputy County Executive  
 Date: 3-19-09

NASSAU COUNTY

By: [Signature]  
 Name: Matthew L. Smith  
 Title: President  
 Date: 1/16/08

SMITH AND DRAKE REALTY CORPORATION  
 D/B/A SMITH AND DEGROAT REAL ESTATE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

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

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

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

On the 18<sup>th</sup> day of January in the year 2008 before me personally came Mr. Thomas L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Northland Direct Realty Corporation, the corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 8, 2011

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

On the 14 day of March in the year 2008 before me personally came Jan Boger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES U. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 28, 2010

**APPENDIX A REVISED 10/07**

100% CHANGES ARE SHARED GRANT GREEN LEVY DURING  
IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007  
WHICH IS REDUCED TO 10% EXCEPT FOR MILLIE FLEURS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Projected U&O Fee			
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000		25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,950		25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500		25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250		25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$850		25%	8%	67%
Sands Point Park & Preserve (Millie Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200		15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$2,050		25%	75%	0%

APPENDIX A REVISED 2/07

100% CHANGES ARE SHOWN IN GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. WILL BE REDUCED TO 0% EXCEPT FOR MILE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	8%	72%
Jericho Historic Preserve (Carrage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$886	10%	\$1,500	25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	8%	72%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$3,000	20%	8%	72%

**APPENDIX A REVISED 10/07**

100% CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE NEW REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 75% EACH FOR THE MONTHS OF NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two room, dining room, kitchen	\$908	10%	\$2,300	25%	8%	67%

APPENDIX A REVISED 10/02/2007

ANY CHANGES ARE SUBJECT TO THE TOWN OF NORWICH, VERMONT, ENTERING INTO AN ADDITIONAL AGREEMENT WITH THE TOWN OF NORWICH, VERMONT, ON OCTOBER 1, 2007. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER 1, 2007, WILL BE REDUCED TO 10% EXCEPT FOR THE MONTHS OF NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,200	25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$1,950	25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$2,800	20%	8%	72%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	8%	72%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

**APPENDIX A REVISED 10/07**

YOUR CHARGES ARE SUBJECT TO THE FOLLOWING: CHANGES TO THE CHARGES WILL BE MADE FROM OCTOBER THROUGH DECEMBER 2007. IN ADDITION, THE NET REVENUE WILL BE REDUCED TO 10% OF THE COUNTY FROM OCTOBER THROUGH DECEMBER 2007. WILL BE REDUCED TO 10% EXCEPT FOR MILEAGE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,300		25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY 2187	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,350		25%	8%	67%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$850		25%	8%	67%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500		25%	8%	67%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,300		25%	8%	67%
			Monthly (Less Prior Fees)		\$26,154	Monthly	\$60,872		
			Annualized		\$313,848	Annualized	\$730,464		

**APPENDIX A REVISED 10/27/2007**

TOUCHANGES ARE SPANDED GRAY WITH GREEN HIGHLIGHTING  
IN ADDITION THE NEW REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007  
WHICH BE REDUCED TO 0% EXCEPT FOR MIDDLE NECKS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%



APPENDIX A REVISED 10/1/00

FOR CHANGES REQUESTED BY THE BOARD OF SUPERVISORS IN THE PROPOSED BUDGET FOR FISCAL YEAR 2001. IN ADDITION, THE NET REVENUE FOR THE COUNTY FROM NOVEMBER 1, 2000 TO DECEMBER 31, 2000, WILL BE REDUCED TO 0% EXCEPT FOR MILLER REBUDGETING IN NOVEMBER AND DECEMBER 2000.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposed Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%		\$1,500	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%		\$1,800	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%		\$3,000	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%		\$1,500	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%		\$2,500	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%		\$4,000	61%	19%

**APPENDIX A - REVISED 10/07**

NOT CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO A MAXIMUM OF \$100,000 PER YEAR IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	25%	46%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	56%	19%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet 2 bedrooms, two 2 baths, living room, dining room, kitchen	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road		\$908	10%	\$2,500	20%	24%	56%

# APPENDIX A - REVISED 10/02

2007 CHARGES ARE SHOWN IN GREEN. CHARGES WITH GREEN LETTERING IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

**APPENDIX A REVISED 4/07**

100% CHANGES ARE SUBMITTED TO THE GREEN CENTERING  
IN ADDITION TO THE REVENUES PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007  
WILL BE REDUCED TO 10% EXCEPT FOR THE REVENUES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650		25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500		25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000		25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$360	10%	\$3,500		20%	80%	
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700				65%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$68,597				
Annualized			\$313,848	Annualized	\$823,164				

**APPENDIX A - REVISED 10/07**

100% CHANGES ARE SHOWN IN GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER/DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MIDDLE FLOORS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	61%	14%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	30%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	47%	28%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	35%	30%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	47%	28%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

**APPENDIX A REVISED 10/01/07**

ADDITIONAL REVENUE FROM THE COUNTY FROM OCTOBER 1, 2007 TO OCTOBER 1, 2008, WILL BE REDUCED TO 0% EXCEPT FOR MILE REVENUE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000		25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800		25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000		20%	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500		20%	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	36 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500		20%	5%	75%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000		20%	5%	75%

**APPENDIX A - REVISED 2007**

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NEW REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	70%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	80%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

**APPENDIX A - REVISED 10/1/2007**

100 CHANGES WERE MADE TO THE DESIGN WITH GREEN EMERGING IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 2% EXCEPT FOR MONTHLY FEES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	60%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	0%



APPENDIX A (REVISED 10/07)

100% CHANGES IN REVENUE TO THE COUNTY FROM OCTOBER, DECEMBER, 2001, IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2001, WILL BE REDUCED TO 10% EXCEPT FOR MILL FEES IN NOVEMBER AND DECEMBER 2001.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,284			

**APPENDIX A - REVISED 10/1/00**

NOTICES ARE HEREBY GIVEN THAT THE GREEN TREE ENTERING IN ADDITION TO THE NEW REVENUE, ADDITION TO THE COUNTY FROM OCTOBER DECEMBER 2000 WILL BE REDUCED TO ZERO FOR ALL FEES IN NOVEMBER AND DECEMBER 2000.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

**APPENDIX A - REVISED 10/17/07**

2007 CHANGES ARE SHOWN IN GREEN. THE PROPOSED CHANGES TO THE COUNTY FROM OCTOBER DECEMBER 2007 IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR THE PERCENTS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room Dining room	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	2.5 bedrooms 1.5 baths	\$633	10%	\$1,600	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	55 Old Jericho Turnpike Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	80%	30%

2007 CHANGES IN SHADER GREEN WITH GREEN LISTING  
IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007  
WILL BE REDUCED 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450		25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250		25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000		25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500		25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT	Prior Fee \$702	10%	\$3,072		25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000		25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500		20%	5%	75%

APPENDIX A REVISED 10/07

ALL CHANGES ARE SHOWN IN RED. ALL CHANGES TO THE COUNTY FROM OCTOBER-DECEMBER 2007. IN ADDITION, THE NET REVENUE FROM THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO \$5,000,000 FOR THE YEAR 2008, NOVEMBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	70%

APPENDIX A REVISED 7/007

ALL CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILL LEASES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
			Monthly (Less Prior Fees)	\$26,154 Monthly	\$70,022			
			Annualized	\$313,846 Annualized	\$840,264			

**APPENDIX A REVISED 7/0/07**

100% CHARGES PRESENTED ON A MONTHLY BASIS TO THE COUNTY. IN ADDITION, THE NET REVENUE WILL BE REDUCED TO 100% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$867	10%	\$3,500	25%	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	6%	74%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mille Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$5,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

**APPENDIX A (REVISED 10/07)**

2007 CHANGES ARE SHADDED GRAY WITH GREEN BORDERING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER TO DECEMBER 2007. WILL BE REDUCED 100% EXCEPT FOR JULY THROUGH NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	6%	74%



APPENDIX A - REVISED 10/22/2002

ANY CHANGES REQUESTED BY THE COUNTY WILL BE GREEN CENTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2002, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2002.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%		\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%		\$1,250	25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%		\$1,000	25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%		\$500	25%	8%	69%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%		\$3,072	25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%		\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%		\$2,500	20%	6%	74%

**APPENDIX A - REVISED 2/07**

2007 CHANGES ARE SHOWN IN GREY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER 1, 2007, WILL BE REDUCED 10% EXCEPT FOR THE FEES DURING NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	80%

APPENDIX A REVISED 10/7/2007

100% CHANGES ARE SHADED GRAY WITH GREEN LETTERING.  
IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2007  
WILL BE REDUCED TO 0% EXCEPT FOR MONTHS BEYOND NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	70%
Maintenance House Apartment	2187 Washington Avenue Seafood	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	70%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	6%	74%
	Monthly (Less Prior Fees)		\$26,154	Monthly	\$70,022			
	Annualized		\$313,848	Annualized	\$840,264			

Appendix C  
Capital Expenditures  
As of September 30, 2007

Property/Address	Projected Total	Actual to 9/30/07	Future	Description
Sands Point Park & Preserve-Captain's Quarters	\$ 26,800.00	\$ 26,800.00	\$ -	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting.
Sands Point Park & Preserve-Superintendent's Quarters	5,103.54	5,103.54	-	Kitchen floor, tub spout, outside door, new oil fired gas and oil burner chamber.
Sands Point Park & Preserve-Bowling Alley Apt. 1	33,550.00	33,550.00	-	Replace rotted wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.
Sands Point Park & Preserve-Bowling Alley Apt. 2	41,838.56	41,838.56	-	Full apartment. Replace rotted wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.
Sands Point Park & Preserve-Caretakers Unit	7,850.00	7,850.00	7,500.00	Kitchen sink and strainer. Interior paint and kitchen appliances.
Sands Point Park & Preserve-Mille Fleurs	1,466.43	1,466.43	-	NA
Sands Point Park & Preserve-Garage Maintenance	-	-	-	New piping and fittings in kitchen.
Sands Point Park & Preserve-Lane Lodge Apt. 1	109,236.01	99,236.01	10,000.00	New kitchen, upgrade bathroom, sheetrock in all room upgrade electric and plumbing to code, new interior wall sections where needed, cesspool planning, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new closet, light fixtures, new and/or refinished floors. Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 2	15,573.65	5,573.65	10,000.00	Replace kitchen ceiling and install new studs where needed in closet, paint and window well covers. Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 3	44,173.65	34,173.65	10,000.00	New kitchen, upgrade, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floor and window well covers. Windows.
Jericho Historic Preserve-Elias Hicks House	19,450.00	19,450.00	-	Convert bathroom to office space, repair windows, rescreen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting.
Jericho Historic Preserve-Carriage Barn	-	-	-	NA
Jericho Historic Preserve-Dr. S. Carl Homestead	15,648.40	15,648.40	-	NA
Jericho Historic Preserve-Chesire House	-	-	-	Exterior painting, new shutters, roof flashing, window caulking and hose bibs.
Jericho Historic Preserve-Farmlane Barn	62,325.00	62,325.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, closets, sump pump, lighting, drywall remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, leaders and gutters, screen doors, landscaping and cleanup.

Appendix C  
Capital Expenditures  
As of September 30, 2007

Property Address	Projected Total	Actual to 09/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting, interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed. Exterior painting.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new latrine, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.
Muttontown Park & Preserve-Chelsea Garage Apt	5,300.00	5,300.00	-	Plumbing upgrades.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Tackapusah Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	Exterior painting.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	
Wellwyn Preserve-Caretaker Unit	-	-	-	

Total

40,332,500.00

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

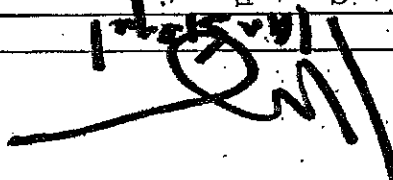
WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

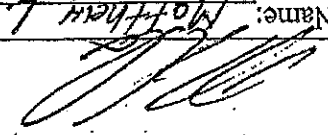
WHEREAS, the term of the Original Agreement is from November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants.

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

By:   
 Name: Matthew L. Smith  
 Title: Deputy County Executive  
 Date: 3-19-04

NASSAU COUNTY

By:   
 Name: Matthew L. Smith  
 Title: President  
 Date: 11/8/03

SMITH AND DRAKE REALTY CORPORATION  
 D/B/A SMITH AND DEGROAT REAL ESTATE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

On the 18<sup>th</sup> day of January in the year 2008 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Smith and Dale Realty Corporation the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC  
Neal D. Peyssner

NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948187  
Qualified in Nassau County  
Commission Expires March 6, 2011

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

On the 14<sup>th</sup> day of March in the year 2008 before me personally came Sam King to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC  
James B. Collins  
JAMES B. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 28, 2010



**APPENDIX A (REVISED 10/01/07)**

100% CHARGES RESTORING AND MAINTENANCE OF THE PROPERTY. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED 10% EACH FOR MILL REVENUE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000	25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,960	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250	25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit/Palais Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$350	25%	8%	67%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200	15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,616 square feet	\$1,125	10%	\$2,050	25%	75%	0%

**APPENDIX A REVISED 10/17/2007**

ALL CHANGES ARE SHOWN IN GREEN WITH GREEN HIGHLIGHTING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550		25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,350		25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000		20%	8%	72%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500		25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500		20%	8%	72%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$3,000		20%	8%	72%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 1% EXCEPT FOR MIDDLEBURGS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage.	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,300	25%	8%	67%

APPENDIX A REVISED 10/07

100% CHANGES ARE BASED ON THE GREEN CENTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,200	25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$1,950	25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$2,800	20%	8%	72%
Mutton town Park & Preserve - Nassau Hall - Courtyard #3	1864 Mutton town Road, Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	8%	72%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

**APPENDIX A REVISED 10/07**

FOR CHANGES RESUBMITTED TO THE GREEN FEE RENEWAL PROCESS, THE COUNTY WILL REEVALUATE THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE REVENUE IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 1 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$872	10%	\$1,300	25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 898 square feet	\$0	10%	\$1,350	25%	8%	67%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$872	10%	\$850	25%	8%	67%
Tiffany Creek Preserve* (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	25%	8%	67%
Welwyn Preserve* (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Squares feet	\$350	10%	\$1,300	25%	8%	67%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$60,872			
Annualized			\$313,848	Annualized	\$730,464			

APPENDIX A REVISED 10/07

100% CHARGES ARE STATED ON A GREEN LINE. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Mile Fleurs 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A REVISED 1/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUES PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED 10% EXCEPT FOR THREE HOUSES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room	\$724	10%	\$1,500	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	61%	19%

APPENDIX A - REVISED 10/07

100% CHANCES ARE SHADDED GREEN WITH GREEN LETTERING  
(IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007  
WILL BE REDUCED TO 0% EXCEPT FOR MILL FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	29%	46%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	56%	19%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$782	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet. 2 bedrooms, two 2 baths, living room, dining room, kitchen	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road		\$908	10%	\$2,500	20%	24%	56%



**APPENDIX A, REVISED 10/01/07**

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM NOVEMBER 1, 2007, WILL BE REDUCED TO 10% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$743	10%	\$1,350	25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$957	10%	\$2,600	25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

APPENDIX A, REVISED 1/1/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN DETERMINING IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE FIRST TWO MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650		25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500		25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000		25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500		20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700		20%	15%	65%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$68,597				
Annualized			\$313,848	Annualized	\$823,164				

**APPENDIX A - REVISED 10/17**

10/17 CHANGES ARE SHOWN IN GREEN. THE GREEN CELLING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLIE FLEURS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	61%	14%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$674	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	47%	28%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	35%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	47%	28%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07

10/07 CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLIE PLUMS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposer's Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath Living room	\$724	10%	25%	\$2,000	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	25%	\$1,800	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	20%	\$3,000	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	20%	\$1,500	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	20%	\$2,500	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	20%	\$4,000	5%	75%

APPENDIX A REVISED 007

2007 CHANGES ARE SHADDED GRAY. ALL GREEN LETTERING IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO ZERO EXCEPT FOR THE MONTHS OF NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	70%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	80%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

APPENDIX A REVISED 7/07

100% CHARGES ARE SHARED GRANT WITH STEEN HILL FARM. IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. WILL BE REDUCED TO 75% DUE TO THE CANCELLATION OF MILLAGE RATES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room	\$746	10%	\$1,350	25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	3 bedrooms, 2 bath, living room, dining room, office, garage, workshop	\$957	10%	\$2,600	20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$2,400	10%	\$3,500	20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	15%	60%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$917	10%	\$2,000	20%	80%	0%

**APPENDIX A - REVISED 10/10/07**

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER 2007, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RISES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	10%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

**APPENDIX A (REVISED 10/01/2011)**

THIS CHANGES ARE SHOWN IN GREEN. CHANGES TO THE CURRENT PROPOSED RATES FOR THE MONTH OF DECEMBER 2011 IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM 10/1/2011 TO DECEMBER 2011 WILL BE REDUCED TO THE SAME AS FOR ALL OTHERS IN NOVEMBER AND DECEMBER 2011.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise-Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%



APPENDIX A (REVISED 10/07)

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chesire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	80%	30%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GRAY. WHERE GREEN IS USED, IT MEANS THE PROPOSED CHANGES ARE THE SAME AS THE CURRENT CHANGES. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MULTIPLE YEARS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Projected U&O Fee			
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen. 1,200 square feet	\$514	10%	\$1,450		25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250		25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen	Prior Fee \$586	10%	\$1,000		25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500		25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,237 square feet	Prior Fee \$702	10%	\$3,072		25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000		25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$903	10%	\$2,500		20%	5%	75%

**APPENDIX A - REVISED 12/10/2007**

HOW CHANGES AFFECTED REVENUE IN GREENE COUNTY, NEW YORK, FROM OCTOBER 1, 2007, TO DECEMBER 31, 2007. IN ADDITION, THE NEW REVENUE IS PAID TO THE COUNTY FROM OCTOBER 1, 2007, TO DECEMBER 31, 2007. WILL BE REDUCED TO AVERAGE FOR MULTIPLE YEARS IN NOVEMBER, NOVEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1884 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1884 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	80%

**APPENDIX A REVISED 2007**

100% CHARGES ARE SHARED ON A 50/50 BASIS BETWEEN THE COUNTY AND THE PROPERTY OWNER. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 4 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY 2187	2.5 bedrooms, 1 bath, ERIK, 899 square feet	\$0	10%	\$1,500	25%	75%	70%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	70%
Weiwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A, REVISED 10/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. WILL BE REDUCED 10% EXCEPT FOR MILLIE FLEURS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Proposer's Monthly Percentage	Projected U&O Fee		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$587	10%		\$3,500	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%		\$2,800	6%	74%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%		\$1,700	75%	10%
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%		\$1,350	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%		\$1,000	6%	69%
Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%		\$6,800	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%		\$1,700	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,316 square feet	\$1,125	10%		\$3,000	75%	10%

**APPENDIX A REVISED 10/01/2007**

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM NOVEMBER THROUGH DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE FEES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$833	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Cantlage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$886	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	6%	74%

APPENDIX A REVISED 10/02/2007

ANY CHANGES SHOWN IN GRAY WITH GREEN HIGHLIGHTING IN ADDITION TO THE REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007 WILL BE REDUCED TO ZERO EXCEPT FOR MULTIPLE YEARS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450		25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250		25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$588	10%	\$1,000		25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500		25%	6%	89%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,237 square feet	Prior Fee \$702	10%	\$3,072		25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000		25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500		20%	6%	74%

**APPENDIX A REVISED 10/01/2007**

100% CHANGES ARE SHARED 50/50 WITH GREENBELT ENTERING ROAD FROM THE NEW REVENUE. 50% TO THE COUNTY FROM OCTOBER-DECEMBER 2007. 50% TO THE TOWN FROM JANUARY-SEPTEMBER 2007. 100% CHANGES ARE SHARED 50/50 WITH GREENBELT ENTERING ROAD FROM THE NEW REVENUE. 50% TO THE COUNTY FROM OCTOBER-DECEMBER 2007. 50% TO THE TOWN FROM JANUARY-SEPTEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town	1 bedroom, 1 bath, living room	\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	Office space - (7) rooms/hallway	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY		\$617	10%	\$2,000	20%	80%	80%



**APPENDIX A REVISED 2007**

ROOM CHANGES ARE SHOWN ON WHICH CHANGES ARE IN THE COUNTY FROM OCTOBER DECEMBER 2007. IN ADDITION THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER DECEMBER 2007 WILL BE REDUCED TO 10% EXCEPT FOR MONTHS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,550	25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	69%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	69%
Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,308 Square feet	\$350	10%	\$1,700	20%	6%	74%
	Monthly (Less Prior Fees)		\$26,154	Monthly	\$70,022			
	Annualized		\$313,848	Annualized	\$840,264			

Appendix C  
Capital Expenditures  
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting. Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	92,923.23	Exterior painting.
Muttontown Park & Preserve-Chelsea Garage Apt	5,300.00	5,300.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	Plumbing upgrades.
Tackapush Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	Exterior painting.
Wellwyn Preserve-Caretaker Unit	-	-	-	-

Total

13,250.00 92,923.23 5,300.00 92,923.23 77,408.84 7,500.00 13,250.00

Appendix C  
Capital Expenditures  
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jericho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jericho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.50	2,196.50	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Oil burner repairs.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	Oil burner repairs.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,635.00	22,635.00	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Maintenance	-	-	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed.
Muttontown Park & Preserve-Chelsea, Garage Apt.	92,923.23	92,923.23	-	Exterior painting.
Muttontown Park & Preserve-Chelsea, Garage Apt.	5,300.00	5,300.00	-	Exterior painting.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.
Tackapush Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	Plumbing upgrades.
Tiffany Creek Preserve-Caretaker Unit	-	-	-	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors.
Wahayn Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	Exterior painting.

Total

270,952.36 155,052.36 115,900.00

AMENDMENT NO. 2

AMENDMENT, dated as of October 1, 2007 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK0600052-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement"), the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

WHEREAS, the term of the Original Agreement is from November 6, 2006 through October 31, 2011 (the "Original Term");

WHEREAS, the Contractor's actual capital expenditures through September 30, 2007 exceeded the projections in the Original Agreement in an effort to increase the fees charged to current occupants;

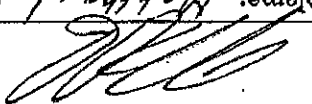
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. In order to reflect the accelerated capital expenditures and the increased fees charged to current occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

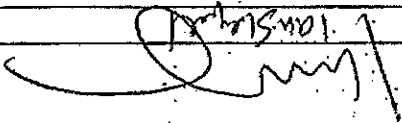
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SMITH AND DRAKE REALTY CORPORATION  
D/B/A SMITH AND DEGROAT REAL ESTATE

By:   
Name: Matthew L. Smith  
Title: President  
Date: 11/8/08

NASSAU COUNTY

By:   
Name: Deputy County Executive  
Title: Deputy County Executive  
Date: 2/11/14

NOTARY PUBLIC

*James J. Collins*JAMES J. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010

On the 14 day of March in the year 2008 before me personally came James J. Collins to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

COUNTY OF NASSAU )

(ss.:

STATE OF NEW YORK)

NEAL D. PEYSNEH  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 8, 2011

NOTARY PUBLIC

*Neal D. Peyson*

On the 18<sup>th</sup> day of January in the year 2008, before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Matthew L. Smith Realty Corporation the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

COUNTY OF NASSAU )

(ss.:

STATE OF NEW YORK)

APPENDIX A, REVISED 07/07

2007 CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING  
 IN ADDITION THE NET REVENUE AND COST OF THE COUNTY FROM OCTOBER-DECEMBER 2007  
 WILL BE REDUCED TO 0% EXCEPT FOR THE PROPERTIES IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,000	25%	8%	67%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$1,950	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,250	25%	8%	67%
Sands Point Park & Preserve (Caretakers Unit/ Falaise Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$850	25%	8%	67%
Sands Point Park & Preserve (Middle Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,200	15%	8%	77%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,500	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, approximately 1,816 square feet	\$1,125	10%	\$2,050	25%	75%	0%

APPENDIX A, REVISED 10/07/2007

100% GRANGES ARE SHOWN IN GREEN. THE FIGURE IN BOLD INDICATES THE CURRENT FIGURE. THE FIGURE IN ITALICS INDICATES THE FIGURE IN THE PREVIOUS EDITION. FIGURE IN BOLD ITALICS INDICATES THE FIGURE IN THE PREVIOUS EDITION. FIGURE IN BOLD ITALICS INDICATES THE FIGURE IN THE PREVIOUS EDITION.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,550	25%	8%	67%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,360	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	8%	72%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	25%	8%	67%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	72%
Jericho Historic Preserve. (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$3,000	20%	8%	72%



APPENDIX A - REVISED 10/1/2007

ALL CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NEW REVENUE IS PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2007. THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER, NOVEMBER, AND DECEMBER, 2007. THE REVENUE IS PAID TO THE COUNTY FROM OCTOBER, NOVEMBER, AND DECEMBER, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	8%	67%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	8%	67%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two, 2 baths, living room, dining room, kitchen	\$608	10%	\$2,300	25%	8%	67%

APPENDIX A - REVENUE SHARING

THIS CHANGES ARE SHARED 60% WITH GREENE COUNTY AND 40% WITH THE TOWN OF MUTTON. IN ADDITION, REVENUE SHARING IS CALCULATED FROM OCTOBER-DECEMBER 2007. REVENUE IS TO BE PAID TO THE TOWN OF MUTTON IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,200	25%	8%	67%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$1,950	25%	8%	67%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$2,800	20%	8%	72%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,000	25%	8%	67%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	8%	72%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	8%	67%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	25%	75%	0%

APPENDIX A REVISED 10/01/2007

100% CHANGES ARE SHADDED GRAY WITH GREEN HIGHLIGHTING  
 IN ADOPTION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007  
 WILL BE REDUCED BY 1% EXCEPT FOR THE DEFERRED INVESTMENT IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 1		Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,300	25%	8%	67%
Mutton town Park & Preserve - Chelsea Lodge Garthouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,350	25%	8%	67%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$850	25%	8%	67%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	25%	8%	67%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,300	25%	8%	67%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$60,872			
Annualized			\$313,848	Annualized	\$730,464			

APPENDIX A (REVISED 1/07)

NOT CHANGES. RESHARED BY A WIN GREEN LEARNING  
 IN ADDITION, REVENUE & 2010 IN THE COUNTY FROM 10 OCTOBER 2008, 2009, 2010  
 WILL BE REDUCED TO 0% FOR MILLER BURS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$2,625	25%	6%	69%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$877	10%	\$2,800	20%	76%	4%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,650	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit False Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Milla Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$5,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

**APPENDIX A - REVISED 10/07/2007**

100% CHANGES ARE SHADDED GREEN WITH GREEN DETERMINING  
IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007  
AND BE REDUCED BY 10% EXCEPT FOR THE FIRST THREE MONTHS IN NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$1,500	25%	50%	25%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house	\$1,654	10%	\$3,000	20%	39%	41%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike Jericho	1 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	61%	19%

APPENDIX A - REVISED 07/07/2007

NOTES: CHANGES ARE SHOWN IN GREEN. IN ADDITION, THERE IS A REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007. THIS REVENUE IS PAID TO THE COUNTY IN NOVEMBER AND DECEMBER 2007. THIS REVENUE IS NOT BE REDUCED FROM THE EXCESS REVENUE.

Property Name	Property	Property Description	Current US&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected US&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	20%	53%	27%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	29%	45%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$850	10%	\$500	25%	56%	49%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	24%	56%

APPENDIX A - REVISED 007-2007-0001

007-2007-0001 CHANGES RESUBMITTED TO GRANTING AGENCIES FOR REVIEW AND COMMENT. IN ADDITION TO THE REVENUE AND EXPENSES FOR THE COUNTY, FROM OCTOBER-DECEMBER 2007, THE REVENUE AND EXPENSES FOR THE COUNTY, FROM OCTOBER-DECEMBER 2007, ARE REVENUE AND EXPENSES FOR THE COUNTY, FROM OCTOBER-DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (percentage)
					Projected U&O Fee				
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350		25%	25%	50%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600		25%	56%	19%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500		20%	29%	51%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150		25%	14%	61%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000		20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850		25%	25%	50%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000		25%	75%	0%

APPENDIX A (REVISED 10/07)

2007 CHANGES ARE SHOWN IN GREEN WITH GREEN TEXT. IN ADDITION, THE NEW REVENUE SCHEDULE IS BASED ON A COUNTY FISCAL YEAR OF OCTOBER-DECEMBER 2007. ALL REVENUE REDUCED TO 0% EXCEPT FOR ALL OTHERS IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 2		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	25%	50%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only 3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$672	10%	\$1,000	25%	25%	50%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	2.5 bedrooms, 1 bath, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Welwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	15%	65%
Monthly (Less Prior Fees)			\$26,154	Monthly		\$68,597		
Annualized			\$313,848	Annualized		\$823,164		





**APPENDIX A - REVISED 10/01/07**

NOTICE: CHANGES ARE SHOWN IN GREY. WITH SHEET NUMBERING. IN ADDITION, THE NET REVENUE CAP TO THE COUNTY FROM OCTOBER, DECEMBER 2007, WILL BE REDUCED TO 0% EXCEPT FOR MILLAGE RATES IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	35%	40%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	75%	0%
Jericho Historic Preserve (Elias Hicks House)	Jericho Turnpike, Jericho	2665 square feet 5 bedroom house	\$1,664	10%	\$3,000	20%	45%	35%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$586	10%	\$1,500	20%	40%	40%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	1 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$0.	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Chestre House)	1 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$2,531	10%	\$4,000	20%	5%	75%

APPENDIX A REVISED 10/07

2007 CHANGES TO THE HISTORIC PRESERVATION ACT, GREEN BUILDING, AND OTHER PROVISIONS, EFFECTIVE OCTOBER 1, 2007. IN ADDITION, THE NEW REVENUE AND FUNDING PROVISIONS, EFFECTIVE JANUARY 1, 2008, AND THE NEW REVENUE AND FUNDING PROVISIONS, EFFECTIVE JANUARY 1, 2009, ARE INCLUDED IN THIS APPENDIX. THE REVENUE AND FUNDING PROVISIONS, EFFECTIVE JANUARY 1, 2010, ARE INCLUDED IN THE APPENDIX TO THE 2010 BUDGET.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	75%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	58%	17%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage.	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT. 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	-5%	89%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	28%	52%

APPENDIX A, REVISED 10/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING  
 IN ADDITION, THE NET REVENUE PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007  
 WILL BE REDUCED TO 0% EXCEPT FOR THE PREVIOUS NOVEMBER AND DECEMBER 2007

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Improvement	Year 3		Proposer's Monthly Percentage	Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee				
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,360		25%	29%	46%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600		20%	38%	42%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500		20%	33%	47%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150		25%	15%	50%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space- (7) rooms/hallway	\$0	10%	\$2,000		20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850		25%	29%	46%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000		20%	80%	0%

APPENDIX A (REVISED 10/01/07)

100% CHANGES ARE REQUIRED TO BE MADE BY THE COUNTY OF GREENE, NEW YORK, ON OR BEFORE DECEMBER 31, 2007. IN ADDITION, THE NEW REVENUE SHALL BE PAID TO THE COUNTY OF GREENE, NEW YORK, ON OR BEFORE DECEMBER 31, 2007. THE COUNTY OF GREENE, NEW YORK, SHALL BE RESPONSIBLE FOR THE COSTS OF THE STUDY AND THE STUDY SHALL BE CONDUCTED BY AN INDEPENDENT FIRM.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 3		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	29%	46%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	2187 Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	29%	46%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	20%
Wetwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	16%	64%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

APPENDIX A - REVISED 11/07

UNIT CHANGES ARE SUBJECT TO THE GREEN BUILDING INNOVATION FUND REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2007, WILL BE REDUCED BY THE EXCESS FOR THE YEARS IN NOVEMBER AND DECEMBER, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captains Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$667	10%	\$3,500	25%	75%	0%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	5%	75%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falsie Mansion Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$379	10%	\$1,000	25%	65%	10%
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	85%	0%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	65%	10%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	2 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 10/07/2007

100% CHANGES ARE SHOWN IN GREEN. CHANGES IN ADDITION TO THE PREVIOUS EDITIONS OF THE COUNTY FROM OCTOBER/DECEMBER 2007 WILL BE REDUCED TO 0% EXCEPT FOR THE 150% IN NOVEMBER/DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	48%	27%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	65%	10%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	5%	75%
Jericho Historic Preserve (Carriage Barn)	1816 Old Jericho Turnpike, Jericho	1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	5%	75%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	5%	75%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	80%	10%

**APPENDIX A - REVENUE BY PROPERTY**

100% CHANGES ARE SHOWN IN GREEN. MEANING: IN ADDITION TO THE NET REVENUE, A PART OF THE COUNTY FUND OF 100% IS DECEMBER 2007. THE REVENUE IS TO BE USED FOR THE COUNTY FUND IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 995 square feet	\$457	10%	\$1,250	25%	39%	36%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	5%	70%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	5%	70%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	8%	67%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3124 square feet	\$702	10%	\$1,000	25%	5%	70%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 baths, living room, dining room, kitchen	\$908	10%	\$2,500	20%	5%	75%



APPENDIX A - REVENUE 2007

NOT CHANGES ARE SHOWN IN GREEN. IN ADDITION, THE REVENUE IS PAID TO THE COUNTY OF GLOUCESTER, DECEMBER 2007, WILL BE REDUCED TO 10% EXCEPT FOR THE 5% IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	5%	70%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	5%	75%
Mutton town Park & Preserve (Barn swallow Center)	1864 Mutton town 1920 Route 106		\$2,400	10%	\$3,500	20%	5%	75%
Mutton town Park & Preserve - Nassau Hall Courtyard #3	Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	5%	70%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	5%	70%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	20%

APPENDIX A - REVISED 10/07

100% CHANGES ARE SHOWN IN GREEN WITH THE RING. IN ADDITION, BENEVOLENT REVENUE IS SHOWN IN GREEN. FROM OCTOBER 1, 2007, WILL BE REDUCED OR EXCEPTED FROM THE FUND IN NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 4		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	5%	70%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	5%	70%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Wellwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	5%	75%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

## APPENDIX A REVERSE ORDER

10/14/CHANGES: REHASHED 5.5.5.1 AND 6.0.0.0. GREENING THE  
10/15/ADDITION OF THE NEW REVENUE 5.5.1.0. C. ME. COUNTY (H.D.) 10.0.0.0. DECEMBER 2007  
10/16/ALL BELLEFLOU, GA. EXCEPT FOR THE BELLEFLOU, GA. C. ME. COUNTY. ALL DECEMBER 2007

Property Name	Property	Property Description	Current USFO Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected USFO Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Captain's Quarters)	95 Middle Neck Road, Port Washington	3 Bedrooms, 2 bath, living room, dining	Prior Fee \$567	10%	\$3,500	25%	22%	53%
Sands Point Park & Preserve (Superintendent's Quarters)	95 Middle Neck Road, Port Washington	3 bedrooms, 1.5 bath, living room, foyer, family room	\$977	10%	\$2,800	20%	6%	74%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 1)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	\$574	10%	\$1,700	25%	75%	0%
Sands Point Park & Preserve (Bowling Alley/Henney Apt. 2)	95 Middle Neck Road, Port Washington	1 large bedroom, living room, 700 square feet	Prior Fee \$574	10%	\$1,350	25%	75%	0%
Sands Point Park & Preserve (Caretakers Unit Falaise Mansien Wing)	95 Middle Neck Road, Port Washington	1 large bedroom, 900 square feet	\$979	10%	\$1,000	25%	6%	69%
Sands Point Park & Preserve (Millie Fleurs - 1st & 2nd Floors)	95 Middle Neck Road, Port Washington	Large home	\$5,624	10%	\$6,600	15%	6%	79%
Sands Point Park & Preserve (Garage Maintenance Building)	95 Middle Neck Road, Port Washington	1 bedroom, 2 smaller rooms, 1,000 square feet	\$709	10%	\$1,700	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge Apt. 1)	95 Middle Neck Road, Port Washington	22 bedrooms, 2 small bedrooms, approximately 1,816 square feet	\$1,125	10%	\$3,000	25%	75%	0%

APPENDIX A - REVISED 11/07/2007

NOT CHANGES ARE SHOWN IN GRAY WITH GREEN HIGHLIGHTING. IN ADDITION, THE NEW REVENUES AND COSTS ARE LISTED FROM OCTOBER 1 OF 2007 TO 2007. ALL REVENUES AND COSTS ARE EXCEPT FOR THE REVENUES AND COSTS FOR NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	95 Middle Neck Road, Port Washington	No dining room 2.5 bedrooms 1 bath	\$724	10%	\$2,000	25%	6%	69%
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	95 Middle Neck Road, Port Washington	Living room Dining room 2.5 bedrooms 1.5 baths	\$633	10%	\$1,800	25%	41%	34%
Jericho Historic Preserve (Elias Hicks House)	1740 Old Jericho Turnpike, Jericho	2865 square feet 5 bedroom house 2 bedrooms, 1 bath, living room, kitchen, dinette & 2 1/2 garage	\$1,664	10%	\$3,000	20%	6%	74%
Jericho Historic Preserve (Carriage Barn)	1876 Old Jericho Turnpike, Jericho	9 bedrooms, 5 1/2 baths, foyer, living room, kitchen, family room and laundry room	\$586	10%	\$1,500	20%	6%	74%
Jericho Historic Preserve (Dr. S. Carl Homestead)	35 Old Jericho Turnpike, Jericho	4 bedrooms, 2 1/2 baths, foyer, living room, dining room, kitchen	\$0	10%	\$2,500	20%	6%	74%
Jericho Historic Preserve (Cheshire House)	1 Old Jericho Turnpike, Jericho		\$2,531	10%	\$4,000	20%	6%	74%

APPENDIX A - REVISED 6/07

100% CHANGES ARE SHADDED GRAY WITH GREEN LETTERING. IN ADDITION, THE NET REVENUE IS PAID TO THE COUNTY FROM 10% TO 60% DECEMBER 2007. THE REMAINING 40% TO 90% IS PAID TO THE COUNTY FROM 10% TO 60% NOVEMBER AND DECEMBER 2007. THE REMAINING 10% TO 40% IS PAID TO THE COUNTY FROM 10% TO 60% NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Jericho Historic Preserve (Farmlane Barn)	57 Route 106 Jericho	1 large bedroom, living room & eat kitchen, 1,200 square feet	\$514	10%	\$1,450	25%	75%	0%
Jericho Historic Preserve (Farmlane Cottage 1)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, eat in kitchen & closed in porch, 985 square feet	\$457	10%	\$1,250	25%	6%	69%
Jericho Historic Preserve (Farmlane Cottage 2)	63 Route 106 Oyster Bay Road, Jericho	1 bedroom, living room, living room, kitchen 559 square feet	Prior Fee \$586	10%	\$1,000	25%	6%	69%
Eldersfield Preserve (Cottage)	200 Port Washington Road, Manhasset	Studio cottage, eat in kitchen, garage	Prior Fee \$650	10%	\$500	25%	6%	69%
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	1864 Mutton town Road	VACANT 4,297 square feet	Prior Fee \$702	10%	\$3,072	25%	67%	79%
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	1864 Mutton town Road	3,124 square feet	\$702	10%	\$1,000	25%	6%	69%
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	1864 Mutton town Road	2 bedrooms, two 2 beds, living room, dining room, kitchen	\$908	10%	\$2,500	20%	6%	74%

APPENDIX A - REVENUE 2007

100% CHANGES ARE SHOWN IN GREEN. ALL FIGURES ARE PRELIMINARY. ADDITIONAL REVENUE PAID TO THE COUNTY FROM OCTOBER, DECEMBER, 2007, WILL BE REDUCED 60% EXCEPT FOR MULTIFAMILY HOMES IN NOVEMBER AND DECEMBER, 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	1864 Mutton town Road	2 small bedrooms, 1 bath, living room, 3 bedrooms, 2 bath, living room, dining room, office, garage workshop	\$746	10%	\$1,350	25%	6%	69%
Mutton town Park & Preserve - Barn swallow Carriage House	1920 Route 106 Mutton town	4 bedrooms, 4 1/2 baths, foyer, living room, dining room, den and 2 family rooms, outside pond	\$957	10%	\$2,600	20%	6%	74%
Mutton town Park & Preserve (Barn swallow Center)	1920 Route 106 Mutton town		\$2,400	10%	\$3,500	20%	6%	74%
Mutton town Park & Preserve + Nassau Hall Courtyard #3	1864 Mutton town Road Mutton town	1 bedroom, 1 bath, living room	\$677	10%	\$1,150	25%	6%	69%
Mutton town Park & Preserve - Blue Ocean	36 Mutton town Road, East Norwich, NY	Office space - (7) rooms/hallway	\$0	10%	\$2,000	20%	40%	40%
Mutton town Park & Preserve (Chelsea Wing Apartment)	36 Mutton town Road, East Norwich, NY	1 bedroom, 1 bath, living room 992 square feet	\$606	10%	\$850	25%	6%	69%
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	36 Mutton town Road, East Norwich, NY	4 bedrooms, 2 baths, 2,200 square feet	\$617	10%	\$2,000	20%	80%	0%

**APPENDIX A REVISED 10/01/07**

2007 CHANGES: FRESHBORN GRAY WITH GREEN LEAF TREKING  
 IN ADDITION THE NET REVENUE IS PAID TO THE COUNTY FROM OCTOBER-DECEMBER 2007.  
 WILL BE REDUCED TO 0% EXCEPT FOR MILLERED GRAY NOVEMBER AND DECEMBER 2007.

Property Name	Property	Property Description	Current U&O Fee	Proposer's Monthly Percentage Fee Prior to Improvement	Year 5		Insurance Deferred Maintenance and Net Capital Investment Percentage	Monthly Net Revenue to the County (Percentage)
					Projected U&O Fee	Proposer's Monthly Percentage		
Mutton town Park & Preserve (Chelsea Garage Apartment)	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, 1,100 square feet	\$672	10%	\$1,650	25%	6%	69%
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	36 Mutton town Road, East Norwich, NY	2.5 bedrooms, 1 bath, ERILK, 899 square feet	\$0	10%	\$1,500	25%	75%	0%
Maintenance House Apartment	Washington Avenue Seaford	1,280 Square feet 2nd floor only	\$672	10%	\$1,000	25%	6%	69%
Tiffany Creek Preserve (Caretaker Unit)	45 Sandy Hill Road, Oyster Bay	3 bedrooms, 2 baths, den, living room, 3,756 square feet	\$350	10%	\$3,500	20%	80%	0%
Walwyn Preserve (Caretaker Unit)	100 Crescent Beach Road, Glen Cove	2.5 bedrooms, 1,300 Square feet	\$350	10%	\$1,700	20%	6%	74%
Monthly (Less Prior Fees)			\$26,154	Monthly	\$70,022			
Annualized			\$313,848	Annualized	\$840,264			

Appendix C  
Capital Expenditures  
As of September 30, 2007

Property Address	Projected Total	Actual to 09/30/07	Balance	Description
Sands Point Park & Preserve-Captain's Quarters	\$ 26,800.00	\$ 26,800.00	-	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting.
Sands Point Park & Preserve-Superintendent's Quarters	5,103.54	5,103.54	-	Kitchen floor, tub spout, outside door, new oil fired gun and oil burner chamber.
Sands Point Park & Preserve-Bowling Alley Apt. 1	33,550.00	33,550.00	-	Replace rotten wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.
Sand Points Park & Preserve-Bowling Alley Apt. 2	41,838.56	41,838.56	-	Get apartment. Replace rotten wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.
Sands Point Park & Preserve-Caretakers Unit	7,350.00	350.00	7,000.00	Kitchen sink and strainer. Interior paint and kitchen appliances.
Sands Point Park & Preserve-Mile Fleurs	1,466.43	1,466.43	-	NA
Sands Point Park & Preserve-Garage Maintenance				New piping and fittings in kitchen.
Sands Point Park & Preserve-Lane Lodge Apt. 1	109,236.01	99,236.01	10,000.00	New kitchen, upgrade bathroom, sheetrock in all rooms, upgrade electric and plumbing to code, new interior wall sections where needed, cesspool planting, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new closet, light fixtures, new and/or refinished floors, Windows.
Sands Point Park & Preserve-Lane Lodge Apt. 2	15,573.65	6,573.65	10,000.00	replace kitchen ceiling and install new studs where needed in closet, paint and window well covers.
Sands Point Park & Preserve-Lane Lodge Apt. 3	44,173.65	34,173.65	10,000.00	Windows.
Jericho Historic Preserve-Elias Hicks House	18,450.00	19,450.00	-	New kitchen, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors and window well covers. Windows.
Jericho Historic Preserve-Carriage Barn	-	-	-	convert bathroom to office space, repair windows, 16-screen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting.
Jericho Historic Preserve-Cheslie House	15,648.40	15,648.40	-	NA
Jericho Historic Preserve-Farm Lane Barn	62,325.00	62,325.00	-	Exterior painting, new shutters, roof flashing, window caulking and hose bibs.



Appendix C  
Capital Expenditures  
As of September 30, 2007

Property Address	Projected Total	Actual to 9/30/07	Future	Description
Jenicho Historic Preserve-Famlane Cottage 1	45,274.60	15,274.60	30,000.00	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows.
Jenicho Historic Preserve-Famlane Cottage 2	4,500.00	750.00	3,750.00	New gutters and leaders. Exterior painting, interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.
Eldersfield Preserve-Cottage	3,000.00	3,000.00	-	NA
Muttontown Park & Preserve-Nassau Hall 2nd Floor	-	-	-	NA
Muttontown Park & Preserve-Nassau Hall 3rd Floor	-	-	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 1	2,196.60	2,196.60	-	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 2	622.67	622.67	-	Bathroom, partial interior painting and mold remediation.
Muttontown Park & Preserve-Barnswallow Carriage	15,000.00	-	15,000.00	Ceiling replacement due to water damage and boiler repair. Exterior painting.
Muttontown Park & Preserve-Barnswallow Center	14,013.80	6,513.80	7,500.00	Oil burner repairs.
Muttontown Park & Preserve-Nassau Hall Apt. 3	622.66	622.66	-	New kitchen, rear decking, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.
Muttontown Park & Preserve North Wing-2nd/3rd Floor	22,636.00	22,636.00	-	Interior painting, new kitchen, bathroom upgrade.
Muttontown Park & Preserve-Chelsea Caretaker Unit	13,250.00	13,250.00	-	New kitchen, upgrade two bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed, Exterior painting.
Muttontown Park & Preserve-Chelsea Maintenance	92,923.23	92,923.23	-	Interior painting.
Muttontown Park & Preserve-Chelsea Garage Apt.	5,300.00	5,300.00	-	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new lattice, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting, Plumbing upgrades.
Muttontown Park & Preserve-Chelsea Lodge Gatehouse	50,990.42	50,990.42	-	New kitchen, upgrade one bathrooms, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, Exterior painting.
Tackapusch Preserve-Maintenance House Apartment	2,079.60	2,079.60	-	
Tiffany Creek Preserve-Caretaker Unit	84,908.84	77,408.84	7,500.00	
Welwyn Preserve-Caretaker Unit	-	-	-	

Total

COPY CONTRACT

CHUMI R. DIAMOND  
CLERK OF THE LEGISLATURE



Amendment  
#3

PHONE: 516 571-4252  
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE  
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

~~February 26, 2009~~

Smith & Drake Realty Corp.  
d/b/a Smith & DeGroat Real Estate  
27 East Jericho Turnpike  
Mineola, NY 11501

RE: Contract # 9000001 \$0.01

Dear Mr. Smith:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Department of Parks, Recreation and Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

Chumi R. Diamond  
Clerk of the Nassau County Legislature

Contract ID#: CQPK0600052  
CQPK0600052-014



Department: Parks, Rec. & Museums

SERVICE Mus. Landmark Unit Mgmt.

## Contract Details

NIFS ID #: CLPK0900009 NIFS Entry Date: 11/15/2009 Term: from 11/1/06 to 10/31/2011

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <u>3</u> <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate	Vendor ID# <u>020763626-01</u>
Address 27 East Jericho Turnpike, Mineola Ny 11501	Contact Person Mathew Smith
	Phone (516) 248-6903

REG: SMITH & DRAKE REALTY CORP.

County Department
Department Contact <del>Christine Windholz, Deputy Commissioner</del> <del>Christine Windholz, Deputy Commissioner</del>
Address Christine Windholz, Eisenhower Park East Meadow, NY 11554 572-0237
Phone 516 571-0328 & 572-0257

## Routing Slip

Jose L. Lopez, Commissioner:

Joseph Gill, Deputy Commissioner:

*[Signature]* 12/10/2008  
*[Signature]* 12/10/2008

DATE Rec'd	DEPARTMENT	Internal Verification	DATE APP'D By	SIGNATURE	Leg. Approval Required
<u>11/15/2009</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <u>YES</u>	<u>11/15/09</u>	<i>[Signature]</i>	
<u>11/11/09</u>	OMB	NIFS Approval (Contractor Registered)	<u>11/11/09</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>1/20/09</u>	County Attorney	CA RE & Insurance Verification	<u>1/20/09</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<u>12/1/08</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval		<i>[Signature]</i>	
	Comptroller	NIFS Approval		<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.		<i>[Signature]</i>	

Contract ID#: CQPK0600052-02



Department: Parks, Rec. &amp; Museums

## Contract Summary

**Description:** Property Management of Landmark Units.

**Purpose:** County and the Contractor desire to amend Appendix A and Appendix C to add certain units to the landmark portfolio and give County the option that would provide for expedite retirement of debt associated with the original contract.

**Method of Procurement:** RFP issued on December 15, 2005.

**Procurement History:** Original Agreement approved by County Legislature in September 2006 allows County to add units to agreement.

**Description of General Provisions:** This revision reflects actual capital expenditures through October, 2007 and projected expenditures for those projects for which work is still needed. The capital expenditures were accelerated (\$295,000 was originally projected in year one) so that vacant units could be properly marketed and we could obtain the highest rents possible on those units and so that we could justify increasing permit fees to current occupants. The monthly "rent roll" was increased 267% from \$26,154 to \$70,022. The revision reflects a change in percentages that Nassau County will receive by property. The changes in payments to Nassau County are only timing differences. The total amount received by Nassau County over a five year period is the same as projected in the original contract. The current rent roll, after only one year of operation with the new management company, has already reached the level projected in the fifth year of the contract.

**Impact on Funding / Price Analysis:** .01¢

**Change in Contract from Prior Procurement:**

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PK
Resp:	1100
Object:	500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01¢</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	<del>PK GEN 1100 DE 500</del>	\$
4	PK GEN 1100 DE 500	\$ .01
5		\$
		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document Prepared By:

Sean T. Rainey, Deputy Director NC Real Estate Dept.

Date: 1/18/08

INSURANCE SECTION

Contract ID#: CQPK0600052-04



Department: Parks, Rec. & Museums

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>[Signature]</i>		Name <i>[Signature]</i>		Date <i>2-18-09</i>	
Date <i>2/17/09</i>		Date		(For Office Use Only)	
				E #:	

*[Signature]*

Howard S. Weitzman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Smith & Drake Realty Corp dba Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E. Jericho Tpke, *Mineola, NY 11501*

FEDERAL TAX ID #: 02076326-01

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on 11/1/2006. 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 RFP issued on December 15, 2005.

[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.

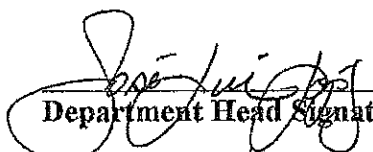
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

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

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

  
Department Head Signature  
12/10/08  
Date

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

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



AMENDMENT NO. 3

AMENDMENT, dated as of February 1, 2008 (together with the appendices attached hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting for and on behalf of the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554, and (ii) Smith and Drake Realty Corporation, a New York State corporation d/b/a Smith and DeGroat Real Estate, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number <sup>CQPK06000052</sup> ~~CQPK06000052~~-2006 between the County and the Contractor, executed on behalf of the County on October 10, 2006 (the "Original Agreement") as amended by Amendment No2 ("Amendment No2") signed by the County on March 19, 2008, the Contractor performs certain services for the County in connection with property management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "SERVICES");

WHEREAS, the term of the Original Agreement is from November <sup>1</sup> ~~6~~, 2006 through October 31, 2011 (the "Original Term");

WHEREAS; the debt and debt service to the Contractor for funds advanced on behalf of the County, which exceeded the amount projected in the Original Contract due to increased capital expenditures, needs to be repaid in order to satisfy the terms set forth in the Original Agreement thus reducing future debt service.

WHEREAS; the parties wish to modify the Original Agreement to (i) add certain units to the

landmark portfolio and (ii) give the County an option that would provide for expedited retirement of debt associated w/the Original Agreement.

WHEREAS; the Contractor, at the request of the County, advanced funds for unanticipated capital expenditures related to the Eldersfield Preserve. NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

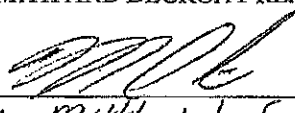
Appendix "A" and "C"

1. In order to reflect the accelerated and increased capital expenditures and the increased fees charged to current and anticipated occupants, Appendix A and Appendix C of the Original Agreement are amended and replaced in their entirety by Appendix A and Appendix C attached hereto.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SMITH AND DRAKE REALTY CORPORATION  
D/B/A SMITH AND DEGROAT REAL ESTATE

By:   
Name: Matthew L. Smith  
Title: CEO  
Date: 11/26/08

NASSAU COUNTY

By: 

Name: IAN SIEGEL

Title: Deputy County Executive

Date: 2-20-09

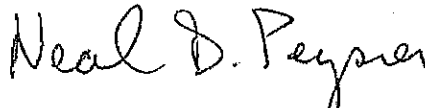
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of November in the year 2008 before me personally came Matthew L. Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the CEO of Smith + Drake Realty Corp. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



NEAL D. PEYSNER

NOTARY PUBLIC, State of New York  
No. 4948197

Qualified in Nassau County

Commission Expires March 6, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of Feb in the year 2009 before me personally came Ian Siegel to me personally known, who, being by me duly sworn, did

depone and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*James D. Collins*

JAMES D. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4381903  
Qualified in Nassau County  
Commission Expires Dec. 28, 2010

**APPENDIX A**

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,800		20%	80%	0%	\$560	\$0
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,350		25%	75%	0%	\$338	\$0
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,000		25%	75%	0%	\$250	\$0
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,600		15%	85%	0%	\$990	\$0
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,700		25%	75%	0%	\$425	\$0
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0

**APPENDIX A**

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,000		25%	75%	0%	\$500	\$0
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,000		20%	80%	0%	\$600	\$0
Jericho Historic Preserve (Cottage Barn)	Jericho, NY	\$1,500		20%	80%	0%	\$300	\$0
Jericho Historic Preserve, (Dr. S. Carl Homestead)	Jericho, NY	\$2,500		20%	80%	0%	\$500	\$0
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$4,000		20%	80%	0%	\$800	\$0
Jericho Historic Preserve (Farmland Barn)	Jericho, NY	\$1,450		25%	75%	0%	\$363	\$0

APPENDIX A

Property Name	Location	Year 2		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,300	20%	80%	0%	\$250	\$0
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,000	25%	75%	0%	\$250	\$0
Eldersfield Preserve (Cottage)	Manhasset, NY	\$500	25%	75%	0%	\$125	\$0
Eldersfield Preserve	Manhasset, NY	\$3,000	20%	80%	0%	\$600	\$0
Malcom House	Jericho, NY	\$0	20%	80%	0%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms Unit 2	Jericho, NY	\$0	5%	95%	0%	\$0	\$0

**APPENDIX A**

Property Name	Location	Year 2		Insurance, Repairs & Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Old Mill Farms Unit 3	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms Unit 4	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Old Mill Farms House	Jericho, NY	\$0	5%	95%	0%	\$0	\$0
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072	25%	75%	0%	\$768	\$0
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$0	25%	75%	0%	\$0	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,500	20%	80%	0%	\$500	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,350	25%	75%	0%	\$338	\$0
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,600	25%	75%	0%	\$650	\$0



APPENDIX A

Property Name	Location	Year 2		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,500	20%	80%	0%	\$700	\$0
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150	25%	75%	0%	\$288	\$0
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,000	20%	80%	0%	\$400	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$850	25%	75%	0%	\$213	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$0	25%	75%	0%	\$0	\$0
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,300	25%	75%	0%	\$825	\$0
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,650	25%	75%	0%	\$413	\$0

**APPENDIX A**

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,500		25%	75%	0%	\$375	\$0
Maintenance House Apartment	Seaford, NY	\$1,000		25%	75%	0%	\$250	\$0
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,500		20%	80%	0%	\$700	\$0
Smithers Estate	Mill Neck, NY	\$2,500		20%	80%	0%	\$500	\$0
Fruggie's Farm Unit 1	East Meadow, NY	\$1,300		20%	80%	0%	\$260	\$0
Fruggie's Farm Unit 2	East Meadow, NY	\$1,200		20%	80%	0%	\$240	\$0
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$788		20%	80%	0%	\$158	\$0
Trout Lake House	West Hempstead, NY	\$0		20%	80%	0%	\$0	\$0

**APPENDIX A**

Property Name	Location	Year 2		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,700		20%	80%	0%	\$340	\$0

% Increases from Prior Year

Monthly

Monthly with Vacancy Factor of

Annualized

Annualized with Vacancy Factor of

5.0%

5.0%

~~\$17,151~~  
\$78,660  
\$74,727  
\$943,914  
\$896,718

\$17,151

\$16,293

\$205,806

\$195,516

\$75,372 Rent Roll at November 1, 2008

\$3,288 Fruggie's Farm

\$78,660 Rent Roll at End of Year 2

**APPENDIX A**

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected US&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,800		20%	80%	0%	\$560	\$0
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	Port Washington, NY	\$1,750		25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	Port Washington, NY	\$1,350		25%	75%	0%	\$338	\$0
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,000		25%	75%	0%	\$250	\$0
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,600		15%	85%	0%	\$990	\$0
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,700		25%	75%	0%	\$425	\$0
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,000		25%	75%	0%	\$750	\$0

**APPENDIX A**

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY		\$1,750	25%	75%	0%	\$438	\$0
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY		\$2,000	25%	75%	0%	\$500	\$0
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY		\$3,000	20%	80%	0%	\$600	\$0
Jericho Historic Preserve (Carriage Barn)	Jericho, NY		\$1,500	20%	80%	0%	\$300	\$0
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY		\$2,500	20%	80%	0%	\$500	\$0
Jericho Historic Preserve (Cheshire House)	Jericho, NY		\$4,000	20%	80%	0%	\$800	\$0
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY		\$1,450	25%	75%	0%	\$363	\$0

**APPENDIX A**

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,300		25%	75%	0%	\$325	\$0
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,000		25%	75%	0%	\$250	\$0
Eidersfield Preserve (Cottage)	Manhasset, NY	\$500		25%	75%	0%	\$125	\$0
Eidersfield Preserve	Manhasset, NY	\$3,000		20%	80%	0%	\$600	\$0
Malcom House	Jericho, NY	\$4,500		20%	80%	0%	\$900	\$0
Old Mill Farms Unit 1	Jericho, NY	\$1,800		5%	95%	0%	\$90	\$0
Old Mill Farms Unit 2	Jericho, NY	\$1,200		5%	95%	0%	\$60	\$0

**APPENDIX A**

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected UGO Fee						
Old Mill Farms Unit 3	Jericho, NY	\$2,500		5%	95%	0%	\$125	\$0
Old Mill Farms Unit 4	Jericho, NY	\$2,500		5%	95%	0%	\$125	\$0
Old Mill Farms House	Jericho, NY	\$3,000		5%	95%	0%	\$150	\$0
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,072		25%	75%	0%	\$768	\$0
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,000		25%	75%	0%	\$250	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,500		20%	80%	0%	\$500	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,350		25%	75%	0%	\$338	\$0
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,600		20%	80%	0%	\$520	\$0

**APPENDIX A**

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,500		20%	80%	0%	\$700	\$0
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,150		25%	75%	0%	\$288	\$0
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,000		20%	80%	0%	\$400	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,500		20%	80%	0%	\$500	\$0
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$900		25%	75%	0%	\$225	\$0
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,300		20%	80%	0%	\$660	\$0
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,650		25%	75%	0%	\$413	\$0



APPENDIX A

Property Name	Location	Year 3		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,500		25%	75%	0%	\$375	\$0
Maintenance House Apartment	Seaford, NY	\$1,000		25%	75%	0%	\$250	\$0
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,500		20%	80%	0%	\$700	\$0
Smithers Estate	Mill Neck, NY	\$2,500		20%	80%	0%	\$500	\$0
Fruggie's Farm Unit 1	East Meadow, NY	\$1,300		20%	80%	0%	\$260	\$0
Fruggie's Farm Unit 2	East Meadow, NY	\$1,200		20%	80%	0%	\$240	\$0
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$788		20%	80%	0%	\$158	\$0
Trout Lake House	West Hempstead, NY	\$2,500		20%	80%	0%	\$500	\$0

**APPENDIX A**

Property Name	Location	Year 3	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee					
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,700	20%	80%	0%	\$340	\$0

% Increases from Prior Year  
Monthly  
Monthly with Vacancy Factor of  
Annualized  
Annualized with Vacancy Factor of

\$100,210  
\$95,199  
\$1,202,514  
\$1,142,388

\$19,633  
\$18,651  
\$235,596  
\$223,816

\$0  
\$0  
\$0  
\$0

APPENDIX A

Property Name	Location	Year 4 Projected USO Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,090	25%	35%	40%	\$773	\$1,236
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,884	20%	40%	40%	\$577	\$1,154
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,803	25%	35%	40%	\$451	\$721
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,391	25%	35%	40%	\$348	\$556
Sands Point Park & Preserve (Caretakers Unit Palatse Mainston Wing)	Port Washington, NY	\$1,030	25%	35%	40%	\$258	\$412
Sands Point Park & Preserve (Mile Flours - 1st & 2nd Floors)	Port Washington, NY	\$6,798	15%	45%	40%	\$1,020	\$2,719
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,751	25%	35%	40%	\$438	\$700
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,090	25%	35%	40%	\$773	\$1,236

**APPENDIX A**

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,803		25%	35%	40%	\$451	\$721
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,060		25%	20%	55%	\$515	\$1,133
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,090		20%	25%	55%	\$618	\$1,700
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,545		20%	25%	55%	\$309	\$850
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Jericho Historic Preserve (Cheshire House)	Jericho, NY	\$4,120		20%	25%	55%	\$824	\$2,266
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,494		25%	20%	55%	\$373	\$821

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,339		25%	20%	55%	\$335	\$736
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,030		25%	20%	55%	\$256	\$567
Eldersfield Preserve (Cottage)	Manhasset, NY	\$515		25%	20%	55%	\$129	\$283
Eldersfield Preserve	Manhasset, NY	\$3,090		20%	25%	55%	\$618	\$1,700
Malcom House	Jericho, NY	\$4,635		20%	25%	55%	\$927	\$2,549
Old Mill Farms Unit 1	Jericho, NY	\$1,854		5%	40%	55%	\$93	\$1,020
Old Mill Farms Unit 2	Jericho, NY	\$1,236		5%	40%	55%	\$62	\$680

**APPENDIX A**

Property Name	Location	Year 4		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Old Mill Farms Unit 3	Jericho, NY	\$2,575	5%	40%	55%	\$123	\$1,416
Old Mill Farms Unit 4	Jericho, NY	\$2,575	5%	40%	55%	\$129	\$1,416
Old Mill Farms House	Jericho, NY	\$3,090	5%	40%	55%	\$155	\$1,700
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,164	25%	20%	55%	\$791	\$1,740
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,030	25%	20%	55%	\$258	\$567
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 1	East Norwich, NY	\$2,575	20%	25%	55%	\$515	\$1,416
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt 2	East Norwich, NY	\$1,391	25%	20%	55%	\$348	\$765
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,678	20%	25%	55%	\$536	\$1,473

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,605		20%	25%	55%	\$721	\$1,983
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,185		25%	20%	55%	\$296	\$651
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,060		20%	25%	55%	\$412	\$1,133
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$927		25%	20%	55%	\$232	\$510
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,399		20%	25%	55%	\$680	\$1,869
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,700		25%	20%	55%	\$425	\$935

APPENDIX A

Property Name	Location	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Multon town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,545		25%	20%	55%	\$386	\$850
Maintenance House Apartment	Seaford, NY	\$1,030		25%	20%	55%	\$258	\$567
Tiffany Creek Preserve (Carstaker Unit)	Oyster Bay, NY	\$3,605		20%	25%	55%	\$721	\$1,983
Smithers Estate	Mill Neck, NY	\$2,575		20%	25%	55%	\$515	\$1,416
Fruggie's Farm Unit 1	East Meadow, NY	\$1,339		20%	25%	55%	\$268	\$736
Fruggie's Farm Unit 2	East Meadow, NY	\$1,236		20%	25%	55%	\$247	\$680
Fruggie's Farm Farmstand \$1,950 for (9) Months is \$789/Month Annualized	East Meadow, NY	\$811		20%	25%	55%	\$162	\$446
Trout Lake House	West Hempstead, NY	\$2,575		20%	25%	55%	\$515	\$1,416



**APPENDIX A**

Property Name	Location	Year 4		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,751	20%	25%	55%	\$350	\$953

% Increases from Prior Year

Monthly

Monthly with Vacancy Factor of Annualized

Annualized with Vacancy Factor of

3.00%

\$103,216

\$98,055

\$1,238,589

\$1,176,660

5.0%

5.0%

\$20,222

\$19,211

\$242,664

\$230,531

\$53,223

\$50,562

\$638,675

\$606,741

**APPENDIX A**

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$3,183		25%	13%	62%	\$796	\$1,973
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,971		20%	18%	62%	\$594	\$1,842
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$1,857		25%	13%	62%	\$464	\$1,151
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$1,432		25%	13%	62%	\$358	\$888
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$1,061		25%	13%	62%	\$265	\$658
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$7,002		15%	23%	62%	\$1,050	\$4,341
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,804		25%	13%	62%	\$451	\$1,118
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,183		25%	13%	62%	\$796	\$1,973

APPENDIX A

Property Name	Location	Year 5	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee					
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$1,857	25%	13%	62%	\$464	\$1,151
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,122	25%	11%	64%	\$530	\$1,358
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,183	20%	16%	64%	\$637	\$2,037
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,591	20%	16%	64%	\$318	\$1,018
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,552	20%	16%	64%	\$530	\$1,697
Jericho Historic Preserve (Chestre House)	Jericho, NY	\$4,244	20%	16%	64%	\$849	\$2,716
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,538	25%	11%	64%	\$385	\$985

APPENDIX A

Property Name	Location	Year 5	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee					
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,379	25%	11%	64%	\$345	\$883
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,061	25%	11%	64%	\$265	\$679
Eldersfield Preserve (Cottage)	Manhasset, NY	\$530	25%	11%	64%	\$133	\$339
Eldersfield Preserve	Manhasset, NY	\$3,183	20%	16%	64%	\$637	\$2,037
Malcom House	Jericho, NY	\$4,774	20%	16%	64%	\$955	\$3,055
Old Mill Farms Unit 1	Jericho, NY	\$1,910	5%	31%	64%	\$95	\$1,222
Old Mill Farms Unit 2	Jericho, NY	\$1,273	5%	31%	64%	\$64	\$815

APPENDIX A

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&D Fee						
Old Mill Farms Unit 3	Jericho, NY	\$2,652		5%	31%	64%	\$133	\$1,697
Old Mill Farms Unit 4	Jericho, NY	\$2,652		5%	31%	64%	\$133	\$1,697
Old Mill Farms House	Jericho, NY	\$3,163		5%	31%	64%	\$159	\$2,037
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,259		25%	67%	64%	\$815	\$2,086
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$1,061		25%	11%	64%	\$265	\$679
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1	East Norwich, NY	\$2,652		20%	16%	64%	\$530	\$1,697
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,432		25%	11%	64%	\$358	\$917
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,758		20%	16%	64%	\$552	\$1,765

APPENDIX A

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Mutton town Park & Preserve (Barn swallow Center)	East Norwich, NY	\$3,713		20%	16%	64%	\$743	\$2,376
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,220		25%	11%	64%	\$305	\$781
Mutton town Park & Preserve - Blue Ocean	East Norwich, NY	\$2,122		20%	16%	64%	\$424	\$1,358
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$2,652		20%	16%	64%	\$530	\$1,697
Mutton town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$955		25%	11%	64%	\$239	\$611
Mutton town Park & Preserve (Chelsea Maintenance Quarters)	East Norwich, NY	\$3,501		20%	16%	64%	\$700	\$2,241
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,750		25%	11%	64%	\$438	\$1,120

APPENDIX A

Property Name	Location	Year 5		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$1,591	25%	11%	64%	\$398	\$1,018
Maintenance House Apartment	Seaford, NY	\$1,061	25%	11%	64%	\$265	\$679
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,713	20%	16%	64%	\$743	\$2,376
Smithers Estate	Mill Neck, NY	\$2,652	20%	16%	64%	\$530	\$1,697
Fruggie's Farm Unit 1	East Meadow, NY	\$1,379	20%	16%	64%	\$276	\$883
Fruggie's Farm Unit 2	East Meadow, NY	\$1,273	20%	16%	64%	\$255	\$815
Fruggie's Farm Farmstand \$1,050 for (9) Months is \$788/Month Annualized	East Meadow, NY	\$835	20%	16%	64%	\$167	\$535
Trout Lake House	West Hempstead, NY	\$2,652	20%	16%	64%	\$530	\$1,697

**APPENDIX A**

Property Name	Location	Year 5		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee	Proposer's Monthly Percentage				
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,804	20%	16%	64%	\$361	\$1,154

% Increases from Prior Year  
 Monthly  
 Monthly with Vacancy Factor of  
 Annualized  
 Annualized with Vacancy Factor of

3.00%  
 \$106,312  
 \$100,997  
 \$1,275,747  
 \$1,211,960

5.0%  
 5.0%

\$20,829  
 \$19,787  
 \$249,944  
 \$237,447

\$67,553  
 \$64,175  
 \$810,635  
 \$770,103





#### AMENDMENT NO. 4

This AMENDMENT, dated as of the date this amendment is executed by the County Executive of his duly designated deputy (together with the appendix attached hereto, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001 and CLPK09000001 (as amended, the "Original Agreement"), the Contractor performs certain services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement commenced November 1, 2006 and terminates on October 31, 2011 (the "Original Term");

WHEREAS, under the Original Agreement, the Contractor is to be paid a percentage of the fees the County receives from the use and occupancy of various landmark properties located in County parks and preserves and other County property; and

WHEREAS, over the term of the Original Agreement, the Contractor has advanced certain monies on behalf of the County to complete renovations of the landmark units, such advances being paid back to the Contractor out of the above fees received by the County; and

WHEREAS, the County and the Contractor desire to amend the arrangement by which the Contractor is paid in order to increase such payments such that the Contractor is paid back for its advances in a more expeditious manner at a lesser cost to the County; and

WHEREAS, the County and the Contractor desire to amend the agreement to provide for a reserve to pay for unexpected repairs and capital improvements to the landmark properties without the need for advances from the Contractor.

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

1. Services. The first paragraph of Section 2 is amended to read as follows: "The services to be provided by the Contractor under this Agreement shall consist of acting as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Appendix A (the "Property"). The County shall have the right in its sole discretion to add or remove units from the Property. In the event that the County should remove any units from the Property during the first five (5) year term of this Agreement, Contractor shall be reimbursed for the cost of repairs actually made, less the amounts for which the Contractor has already been reimbursed, including interest at nine percent (9%) running from the Commencement Date. However, Contractor shall not be entitled to any reimbursement in the event that this Agreement is terminated by Contractor pursuant to paragraph 17(b)."

2. Amount of Consideration. (a) Appendix A to the Original Agreement is deleted and replaced by

Appendix A attached hereto. For the avoidance of doubt, for calendar year 2010, the County shall receive a total of no less than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in compensation, to be paid to the County in three equal payments of no less than Fifty Thousand and 00/100 Dollars (\$50,000.00) in the months of October, November and December of 2010. For calendar year 2011, the County shall receive such percentage of the fees collected from the use and occupancy of the Property as stated on Appendix A.

(b) Beginning in year 2011 and for every year thereafter, Contractor shall reserve the amount of Sixty-Six Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$66,667.00) per year for emergency repairs and capital improvements from the fees the County receives from the use and occupancy of the Property. Such amount shall be reserved in equal monthly amounts of Five Thousand Five Hundred Fifty-Five and 58/100 Dollars (\$5,555.58) per month and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for emergency repairs and other capital improvements to the Property, but only after receiving the consent of the Department. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

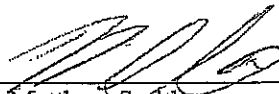
3. Capital Improvements. (a) Appendix C attached to the Original Agreement is deleted and replaced By Appendix C attached hereto.

(b) In the event that the Contractor shall expend monies on behalf of the County for capital improvements to the Property, Contractor shall be reimbursed for such monies actually expended, less the amounts for which the Contractor has been reimbursed, including interest at twelve percent (12%) running from the Commencement Date of this Agreement until the effective date of this Amendment and nine percent (9%) thereafter. The Contractor must receive the written consent of the Department prior to expending any monies on behalf of the County.

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

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement on the dates written below.

SMITH & DRAKE REALTY CORP. D/B/A  
SMITH & DEGROAT REAL ESTATE

By:   
Name: Matthew Smith  
Title: President  
Date: 10-20-10

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: Richard R. Walker  
Title: Chief Deputy County Executive  
Date: \_\_\_\_\_

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20<sup>th</sup> day of October in the year 2010 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

*Neal D. Peysner*  
NOTARY PUBLIC

NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 6, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2010 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

# APPENDIX A

\* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Sands Point Park & Preserve (Captains Quarters)	Port Washington, NY	\$0	\$2,800		20%	66%	14%	\$560	\$399
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$0	\$2,800		20%	66%	14%	\$560	\$399
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 1)	Port Washington, NY	\$0	\$1,500		25%	61%	14%	\$375	\$214
Sands Point Park & Preserve (Bowling Alley/Hennery Apt. 2)	Port Washington, NY	\$0	\$1,400		25%	61%	14%	\$350	\$200
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$0	\$1,000		25%	61%	14%	\$250	\$143
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$0	\$6,600		15%	71%	14%	\$990	\$541
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$0	\$1,700		20%	66%	14%	\$340	\$242
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$0	\$2,250		20%	66%	14%	\$450	\$321

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee	Proposer's Monthly Percentage				
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$0	\$2,000	20%	66%	14%	\$400	\$285
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$0	\$3,000	20%	66%	14%	\$600	\$428
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$0	\$1,575	20%	66%	14%	\$315	\$224
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$0	\$2,500	20%	66%	14%	\$500	\$356
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$0	\$4,000	15%	71%	14%	\$600	\$570
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$0	\$1,450	25%	61%	14%	\$363	\$207
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$0	\$1,350	25%	61%	14%	\$338	\$192
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$0	\$1,000	25%	61%	14%	\$250	\$143
Eldersfield Preserve (Cottage)	Manhasset, NY	\$0	\$600	25%	61%	14%	\$125	\$71

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Eldersfield Preserve	Manhasset, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428
Malcom House	Jericho, NY	\$0	\$0		20%	66%	14%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$0	\$1,675		20%	66%	14%	\$335	\$239
Old Mill Farms Unit 2	Jericho, NY	\$0	\$1,200		25%	61%	14%	\$300	\$171
Old Mill Farms Unit 3	Jericho, NY	\$0	\$2,050		20%	66%	14%	\$410	\$292
Old Mill Farms Unit 4	Jericho, NY	\$0	\$2,050		20%	66%	14%	\$410	\$292
Old Mill Farms House	Jericho, NY	\$0	\$2,500		20%	66%	14%	\$500	\$356
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$0	\$3,072		15%	71%	14%	\$461	\$438

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Protected U&O Fee						
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$0	\$0		25%	61%	14%	\$0	\$0
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	\$0	\$3,500		20%	66%	14%	\$700	\$499
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$0	\$1,350		25%	61%	14%	\$338	\$192
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$0	\$2,600		20%	63%	14%	\$520	\$371
Mutton town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	\$0	\$4,150		20%	66%	14%	\$830	\$591
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$0	\$1,150		25%	61%	14%	\$288	\$164
Mutton town Park & Preserve - North Shore Heritage/Marines/Director Chelsea Mansion	East Norwich, NY	\$0	\$500		25%	61%	14%	\$125	\$71
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$0	\$800		25%	61%	14%	\$200	\$114



# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee						
Mutton town Park & Preserve (Chelsea Wing Apartment) - First Floor Office	East Norwich, NY	\$0	\$900		25%	61%	14%	\$225	\$128
Mutton town Park & Preserve (Chelsea Maintenance Quarters) (Two Units)	East Norwich, NY	\$0	\$3,450		20%	66%	14%	\$690	\$492
Mutton town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$0	\$1,650		20%	66%	14%	\$330	\$235
Mutton town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$0	\$1,500		25%	61%	14%	\$375	\$214
Maintenance House Apartment	Seaford, NY	\$0	\$1,000		25%	61%	14%	\$250	\$143
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$0	\$3,000		20%	66%	14%	\$600	\$428

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	COUNTY	Year 4		Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
			Projected U&O Fee	Proposer's Monthly Percentage				
Smithers Estate	Mill Neck, NY	\$0	\$2,500	20%	66%	14%	\$500	\$356
Fruggie's Farm Unit 1	East Meadow, NY	\$0	\$1,200	25%	61%	14%	\$300	\$171
Fruggie's Farm Unit 2	East Meadow, NY	\$0	\$1,200	25%	61%	14%	\$300	\$171
Fruggie's Farm Farmland	East Meadow, NY	\$0	\$1,050	25%	61%	14%	\$263	\$150
Trout Lake House	West Hempstead, NY	\$0	\$1,650	20%	66%	14%	\$330	\$235
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$0	\$1,300	25%	61%	14%	\$325	\$185

\$0  
 \$90,422  
 \$0  
 \$87,709  
 \$0  
 \$1,085,064  
 \$0  
 \$1,052,512

\$18,488  
 \$17,914  
 \$221,620  
 \$214,971

% Increases from Prior Year  
 Monthly  
 Monthly with Vacancy Factor of  
 Annualized  
 Annualized with Vacancy Factor of  
 Management Fee:

3.0%  
 3.0%  
 Up to \$1500  
 \$1501-\$3000  
 >\$3000

25%  
 20%  
 15%

APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Sands Point Park & Preserve (Captain's Quarters)	Port Washington, NY	\$2,898	20%	24%	56%	\$580	\$1,537
Sands Point Park & Preserve (Superintendent's Quarters)	Port Washington, NY	\$2,898	20%	24%	56%	\$580	\$1,537
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 1)	Port Washington, NY	\$1,553	25%	19%	56%	\$388	\$677
Sands Point Park & Preserve (Bowling Alley/Henry Apt. 2)	Port Washington, NY	\$1,449	25%	19%	56%	\$362	\$619
Sands Point Park & Preserve (Caretakers Unit Falaise Mansion Wing)	Port Washington, NY	\$2,000	25%	19%	56%	\$500	\$1,130
Sands Point Park & Preserve (Mille Fleurs - 1st & 2nd Floors)	Port Washington, NY	\$6,831	15%	29%	56%	\$1,025	\$3,859
Sands Point Park & Preserve (Garage Maintenance Building)	Port Washington, NY	\$1,760	20%	24%	56%	\$352	\$894
Sands Point Park & Preserve (Lane Lodge Apt. 1)	Port Washington, NY	\$3,105	20%	24%	56%	\$621	\$1,754
Sands Point Park & Preserve (Lane Lodge - Apt. 2)	Port Washington, NY	\$2,329	20%	24%	56%	\$466	\$1,316

APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected U&O Fee						
Sands Point Park & Preserve (Lane Lodge - Apt. 3)	Port Washington, NY	\$2,070		20%	24%	56%	\$414	\$1,169
Jericho Historic Preserve (Elias Hicks House)	Jericho, NY	\$3,105		20%	24%	56%	\$621	\$1,754
Jericho Historic Preserve (Carriage Barn)	Jericho, NY	\$1,630		20%	24%	56%	\$326	\$921
Jericho Historic Preserve (Dr. S. Carl Homestead)	Jericho, NY	\$2,586		20%	24%	56%	\$518	\$1,462
Jericho Historic Preserve (Chesire House)	Jericho, NY	\$4,140		15%	29%	56%	\$621	\$2,339
Jericho Historic Preserve (Farmlane Barn)	Jericho, NY	\$1,501		25%	19%	56%	\$375	\$848
Jericho Historic Preserve (Farmlane Cottage 1)	Jericho, NY	\$1,397		25%	19%	56%	\$349	\$789
Jericho Historic Preserve (Farmlane Cottage 2)	Jericho, NY	\$1,035		25%	19%	56%	\$269	\$585
Eldersfield Preserve (Cottage)	Manhasset, NY	\$1,200	*	25%	19%	56%	\$300	\$678

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5		Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Maintenance and Net Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
		Projected	U&O Fee					
Eldersfield Preserve	Manhasset, NY	\$3,105		20%	24%	56%	\$621	\$1,754
Malcom House	Jericho, NY	\$0		20%	24%	56%	\$0	\$0
Old Mill Farms Unit 1	Jericho, NY	\$1,734		20%	24%	56%	\$347	\$979
Old Mill Farms Unit 2	Jericho, NY	\$1,242		25%	19%	56%	\$311	\$702
Old Mill Farms Unit 3	Jericho, NY	\$2,122		20%	24%	56%	\$424	\$1,199
Old Mill Farms Unit 4	Jericho, NY	\$2,122		20%	24%	56%	\$424	\$1,199
Old Mill Farms House	Jericho, NY	\$2,588		20%	24%	56%	\$518	\$1,462
Mutton town Park & Preserve (Nassau Hall) 2nd Floor	East Norwich, NY	\$3,180		15%	67%	56%	\$477	\$1,796

APPENDIX A

\* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Mutton town Park & Preserve (Nassau Hall) 3rd Floor	East Norwich, NY	\$2,000	20%	24%	56%	\$400	\$1,130
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 1 / Horse Stable (Two Units)	East Norwich, NY	\$3,823	20%	24%	56%	\$725	\$2,046
Mutton town Park & Preserve - Nassau Hall - Gatehouse - Apt. 2	East Norwich, NY	\$1,397	25%	19%	56%	\$349	\$789
Mutton town Park & Preserve - Barn swallow Carriage House	East Norwich, NY	\$2,691	20%	24%	56%	\$538	\$1,520
Mutton town Park & Preserve (Barn swallow Center) (Two Units)	East Norwich, NY	\$4,295	20%	24%	56%	\$859	\$2,427
Mutton town Park & Preserve - Nassau Hall Courtyard #3	East Norwich, NY	\$1,190	25%	19%	56%	\$298	\$672
Mutton town Park & Preserve - North Shore Heritage/Marines/Director (Chelsea Mansion)	East Norwich, NY	\$1,018	25%	19%	56%	\$254	\$575
Mutton town Park & Preserve (Chelsea Wing Apartment)	East Norwich, NY	\$828	25%	19%	56%	\$207	\$468

# APPENDIX A

\* REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 6 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Multon town Park & Preserve (Chelsea Wing Apartment)- First Floor Office	East Norwich, NY	\$932	25%	19%	56%	\$233	\$528
Multon town Park & Preserve (Chelsea Maintenance Quarters) (Two Units)	East Norwich, NY	\$3,571	20%	24%	56%	\$714	\$2,017
Multon town Park & Preserve (Chelsea Garage Apartment)	East Norwich, NY	\$1,708	20%	24%	56%	\$342	\$965
Multon town Park & Preserve - Chelsea Lodge Gatehouse	East Norwich, NY	\$2,100	20%	24%	56%	\$420	\$1,186
Maintenance House Apartment	Seaford, NY	\$1,600	20%	24%	56%	\$320	\$904
Tiffany Creek Preserve (Caretaker Unit)	Oyster Bay, NY	\$3,105	20%	24%	56%	\$621	\$1,754

# APPENDIX A

\*REFLECTS INCREASES TO CARETAKER UNITS 01/01/11

Property Name	Location	Year 5 Projected U&O Fee	Proposer's Monthly Percentage	Insurance, Repairs & Maintenance, Deferred Capital Investment %	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Smithers Estate	Mill Neck, NY	\$2,588	20%	24%	56%	\$518	\$1,462
Fruggie's Farm Unit 1	East Meadow, NY	\$1,242	25%	19%	56%	\$311	\$702
Fruggie's Farm Unit 2	East Meadow, NY	\$1,242	25%	19%	56%	\$311	\$702
Fruggie's Farm Farmstead	East Meadow, NY	\$1,087	25%	19%	56%	\$272	\$614
Trout Lake House	West Hempstead, NY	\$1,708	20%	24%	56%	\$342	\$965
Welwyn Preserve (Caretaker Unit)	Glen Cove, NY	\$1,346	25%	19%	56%	\$336	\$760

3.50%  
\$88,847  
\$95,881  
\$1,186,161  
\$1,150,576

\$20,145  
\$19,540  
\$241,736  
\$234,484

% Increases from Prior Year  
Monthly  
Monthly with Vacancy Factor of  
Annualized  
Annualized with Vacancy Factor of  
Management Fee:  
25%  
20%  
15%

3.0%  
3.0%  
Up to \$1500  
\$1501-\$3000  
>\$3000

\$55,842  
\$54,167  
\$670,103  
\$650,000



Schedule C  
Capital Expenditures

Property Address	Actual Through 08/30/10	Description	Projected 07/01/10-12/31/10	2011 Reserve	Total
Cedarvale Preserve		NA			
Sands Point Park & Preserve-Captain's Quarters	60,802	New kitchen, new floors throughout first floor, roof repairs, upgrade electric and plumbing to code, upgrade heating and interior painting. Fireplace repair to code. Roof repairs. Update bathroom.			60,802
Sands Point Park & Preserve-Superintendent's Quarters	13,220	Kitchen floor, tub, sprout, outside door, new oil fired gun and oil burner chamber. Windows.			13,220
Sands Point Park & Preserve-Bowling Alley Apt. 1	59,269	Replace rotted wall studs and ceiling beams, roof repairs, upgraded kitchen, upgraded bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and smoke detectors.			59,269
Sand Points Park & Preserve-Bowling Alley Apt. 2	52,964	Garage apartment. Replace rotted wall studs and ceiling beams, roof repairs, new kitchen, new bathroom, upgrade electric and plumbing to code, new windows, interior painting, new floors, new windows and new siding and house repair and smoke detectors.			52,964
Sands Point Park & Preserve-Caretakers Unit	2,980	Kitchen sink and stainless. Interior paint and kitchen appliances.			2,980
Sands Point Park & Preserve-Mills House	1,500	Share of security gate costs.			1,500
Sands Point Park & Preserve-Garage Maintenance	3,618	New piping and fittings in kitchen. Share of security gate costs.			3,618
Sands Point Park & Preserve-Lane Lodge Apt. 1	130,845	New kitchen: upgrade bathroom, sheetrock in all rooms, upgrade electric and plumbing to code, new interior wall sections where needed, carpeted plumbing, smoke detectors, boiler repairs, window well covers and new electrical boxes, interior painting, new chisel light fixtures, new and/or refinished floors.			130,845
Sands Point Park & Preserve-Lane Lodge Apt. 2	34,218	Replace kitchen ceiling and install new studs where needed in closet, paint and window well covers.			34,218
Sands Point Park & Preserve-Lane Lodge Apt. 3	68,499	New kitchen and bathroom upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors and window well covers. Repaint for new occupant.			68,499
Jericho Historic Preserve-Elias Hicks House	42,186	Convert bathroom to office space, repair windows, re-screen door, repair side entrance, new cellar storm door, repair structural damage on porch and exterior painting. New boiler. Basement floor and floors sealed and painted. Electrical upgrades to code per fire marshal inspection.			42,186
Jericho Historic Preserve-Cantage Barn	9,644	Interior painting and wall repairs, refinish wood floor, new carpeting and electrical upgrades. New appliances.			9,644
Jericho Historic Preserve-Dr. S. Carl Homestead	8,050	Fence around perimeter of house and gate.			8,050
Jericho Historic Preserve-Dr. S. Carl Homestead	(6,000)	Construction Contribution from Seller or Permittee			(6,000)
Jericho Historic Preserve-Chester House	37,645	Exterior painting, new shutters, roof flashing, window caulking and hose bibs. Interior painting and electric upgrades to code. New window wells.			37,645
Jericho Historic Preserve-Familia Barn	78,084	New kitchen, new bathroom, upgrade electric and plumbing to code, closets, sump pump, lighting, drywall, remove and reset bluestone patio, new floor joists, concrete footings and structural support, exterior painting, mail box posts, new exterior sheathing, leaders and gutters, screen doors, landscaping and cleanup.			78,084
Jericho Historic Preserve-Familia Cottage 1	75,727	New septic system and new waste line from home to cesspool and new house trap. Kitchen, bathroom, floors, interior painting and windows. Exterior painting and repairs to siding.			75,727
Jericho Historic Preserve-Familia Cottage 2	8,832	New gutters and leaders. Exterior painting. Plumbing upgrades and sump pump.			8,832
Eldersfield Preserve-Cottage	4,105	Interior painting, wall repairs, new gutters and leaders, patio repairs, gazebo repaired and painted and landscaping.			4,105
Eldersfield Preserve	144,208	Exterior painting and total renovation of interior including interior painting, refinish wood floors, carpeting, new HVAC system, new appliances, new kitchen, new bathrooms, landscaping, brick walkway, renovation of stone steps, upgrade electric to code.	1,400		144,808
		Hang (54) shutters on outside of building. Fabricate (2) shutters.			

Schedule C  
Capital Expenditures

Property Address	Actual Through 06/30/10	Description	Projected 07/1/10-12/31/10	2011 Reserve	Total
Malcolm House	27,025	New HVAC system, upgrade electric outlet to code, new lighting where needed, clean-out basement. Run conduits for telephone and computer systems.	7,500	-	34,525
Old Mill Farms	474,301	Total renovation of four unit complex and one family home including upgrades to electric and plumbing to code, new roofs, new kitchens, new bathrooms, refinish wood floors, carpeting, new HVAC systems, new boiler, New shutoff where needed, interior and exterior painting. Landscaping and sprinkler systems. Smoke and CO2 detectors.	5,394	-	482,695
Old Mill Farms	(260,000)	Construction Contribution from Seller or Permittee	-	-	(260,000)
Multonown Park & Preserve-Nassau Hall 2nd Floor		Prepare space of Nassau County EAP including wall and ceiling repairs, painting and carpeting office suite.	10,878	-	10,878
Multonown Park & Preserve-Nassau Hall 3rd Floor	2,990	Bathroom upgrades.	-	-	2,990
Multonown Park & Preserve-Nassau Hall Apt. 1	44,148	Oil burner repairs, interior painting, new bathrooms, new kitchen, carpeting, electrical upgrades to code, new screens and washer/dryer. Exterior lighting.	-	-	44,148
Multonown Park & Preserve-Nassau Hall Apt. 2	2,018	Oil burner repairs. Exterior lighting.	-	-	2,018
Multonown Park & Preserve-Barnswallow Carriage	23,735	New bathroom, interior painting, and mold remediation. Replacement of damaged siding and roof repairs.	2,900	-	26,635
Multonown Park & Preserve-Barnswallow Center	87,670	Callout replacement due to water damage and boiler repair, interior painting. New bathrooms and kitchen. Refinish floors. Carpeting. Electric upgrades to code. Created two units.	-	-	87,670
Multonown Park & Preserve-Nassau Hall Apt. 3	3,228	Oil burner repairs. Exterior lighting. Carpeting.	-	-	3,228
Multonown Park & Preserve North Wing-2nd/3rd Floor	26,030	New kitchen, rear deck, replace rotted wood floors and plaster repairs, light fixtures, carpet runners and bathroom upgrade.	-	-	26,030
Multonown Park & Preserve-Chelsea Caretaker Unit	15,539	Interior painting, new kitchen, bathroom upgrade.	-	-	15,539
Multonown Park & Preserve-Chelsea Caretaker Unit-First Floor Office	1,125	Interior painting and electric upgrades.	-	-	1,125
Multonown Park & Preserve-Chelsea Maintenance	141,509	New kitchen, two new bathrooms, new first floor bathroom, light fixtures, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors, exterior painting, rear exterior concrete porch and stairs, seal walls and floors to eliminate pet odors and replace rotted wood in floor and walls as needed. Created two units.	-	-	141,509
Multonown Park & Preserve-Chelsea Garage Apt	38,578	Exterior painting. Electrical upgrades to code. Boiler upgrade. New appliances. Refinished wood floors. Interior painting. Upgraded kitchen.	1,500	-	38,078
Multonown Park & Preserve-Chelsea Lodge Gatehouse	59,760	New kitchen, new bathroom, upgrade electric and plumbing to code, plumbing for washer/dryer, new ledica, upgrade boiler, kitchen ceiling replaced, interior painting, refinish wood floors, exterior painting.	-	-	59,760
Shattuck Preserve	-	NA	-	-	-
Tackapash Preserve-Maintenance House Apartment	2,704	Plumbing upgrades.	-	-	2,704
Tiffany Creek Preserve-Caretaker Unit	86,023	New kitchen, upgrade one bathroom, two new bathrooms, upgrade electric and plumbing to code, interior painting, refinish and/or install wood floors. Exterior painting.	-	-	86,023
Smithers Estate	28,565	New kitchen, upgrade bathroom, interior painting, live window wells and basement windows. Paint outside trim.	-	-	28,565
Fruggie's Farms	9,669	Renovate damaged walls and ceilings. Interior painting, landscaping, kitchen and bathroom upgrades. Refinish wood floors, clean oil basement and exterior grounds.	4,000	-	13,669
Trout Lake	221,800	Total renovation of one family home. Gut interior. New shutoff throughout. New HVAC system. New electrical system. New roof. Fencing. Landscaping. New kitchen. New bathrooms. New floors. Interior painting. Exterior painting. Landscaping. Brick walkway. Replace rotted framing. Smoke and CO2 detectors. Appliances.	-	-	221,800
Trout Lake	(200,500)	Exterior lighting.	-	-	(200,500)
Wellwyn Preserve-Caretaker Unit	207	Miscellaneous.	-	-	207
Other	871	Miscellaneous.	-	-	871
Total Net of Construction Contributions from Seller or Permittee			\$ 42,570	\$ 86,607	\$ 1,761,212

WILLIAM J. MULLER III  
CLERK OF THE LEGISLATURE



PHONE: 516 571-4252  
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE  
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

December 26, 2011

Smith & Drake Realty Corp.  
Dba Smith & DeGroat RealEstate  
Attn: Marty Schackner  
27 East Jericho Turnpike  
Mineola, New York 11501

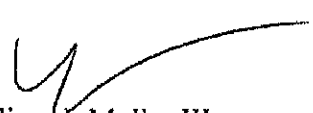
Re: Contract # 11000011 \$.01

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

  
William J. Muller III  
Clerk of the Nassau County Legislature

# AMMENDMENT #5

Contract ID#: COPK06000052-06



Department: Parks, Recreation and Museums

## Contract Details

SERVICE: Landmark Administration

NIFS ID # CLPK11000011-01

NIFS Entry Date: 9/20/2011

Term: from 11/1/2006 to 11/1/16

**E-158-11**

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate	Vendor ID# 02-0763626-01
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person Marty Schackner
	Phone (516) 248-6905

County Department
Department Contact Michael J. Kelly Deputy Director & Counsel Department of Real Estate Planning & Dev.
Address One West St., Mineola, NY 11501
Phone (516) 571-0328

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd or Fw'd	SIGNATURE	Leg. Approval Required
9/20/2011	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input type="checkbox"/>	9/20/2011	[Signature]	
9/21/11	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	9/21/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/21/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/21/11	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	9/21/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/22/11	[Signature]	
11/17/2011	County Attorney	NIFS Approval <input type="checkbox"/>	11/18/2011	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/20/11	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/23/11	[Signature]	

DHN  
DI FIGLIA



## Contract Summary

**Description:** Amendment to an agreement with Smith & DeGroot Real Estate ("S&D") for the management of the Landmark Units.

**Purpose:** This amendment extends the terms of the agreement for a period of five (5) years (allowable under the original agreement) and reduce the fees to be paid to S&D.

**Method of Procurement:** S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received. S&D was the lowest bidder. A contract with a five (5) year term was entered into with S&D in 2006 as a result of that RFP.

**Procurement History:** See "Method of Procurement" above.

**Description of General Provisions:** This amendment increases the term of the contract for an additional five (5) years, an extension made available under the original agreement. Since the commencement of the contract, all units in the landmark portfolio have been renovated by the contractor, or only need minor repairs and capital improvements that are ongoing. As such, the County entered into negotiations with S&D to lower the fees to be paid to S&D under the contract. As a result, this amendment lowers S&D's management fee to 20%, down from 21.3%, the average of the management fees payable for all of the units. In addition, S&D's construction management fee is reduced from 15% to 12%. In addition, the reserve for capital improvements will be increased from \$67,000 per year to \$96,000 per year, which will allow the County to perform further improvements on the units at no additional cost to the County. Finally, many of the terms of the agreement are amended here to match many of the terms contained in the County's contract with S&D to manage the Mitchell Field units acquired from the Navy.

**Impact on Funding / Price Analysis:** The amendments made to S&D's contract by this amendment will reduce the cost to the County of the S&D contract. The changes made by this amendment will save the County approximately \$14,000 per year in management fees and approximately \$2,000 per year in construction management fees.

The County has been extremely pleased with S&D's performance under this contract over the past five years. Prior to S&D's administration of the landmark units, their care was entrusted to Friends of Long Island's Heritage ("FLIH"), a now-defunct organization. During such tenure, the units deteriorated and were being used by private individuals at far-below market rates. Since that time, S&D has performed remarkably in renovating these units back to or as close to their prior condition and marketing the units to private individuals for residential use at market rates. In addition, prior to S&D's administration of the units, the County had 32 revenue producing units. The County now has 45 revenue producing units. Overall, prior to S&D's management of the properties, FLIH collected approximately \$30,000 per month in License fees. Due to S&D's efforts, the County now collects approximately \$72,000 per month from the units administered by FLIH (in addition to approximately \$21,000 in fees collected from units established since 2006). In addition, S&D goes far above and beyond the duties laid out under the contract, far more than the services offered by other management companies. This results in a superior service to both the County and the Landmark Unit residents.

**Change in Contract from Prior Procurement:** See "Description of General Provisions" above

**Recommendation:** Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CPRGEN
Control:	PK
Resp:	1100
Object:	500
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKCPRH00-DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6	PKGEN1100/DE500	\$0.01
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Michael J. Kelly, Deputy Director, Office of Real Estate Sys.

Date: 9/15/2011

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that the document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>9/23/11</u>
Date: <u>12/6/11</u>	Date: <u>12/6/11</u>	(For Office Use Only)
		E #:

E-158-1/

RULES RESOLUTION NO: 239 -2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on 11-14-11

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County of Nassau, on behalf of the Department of Parks, Recreation and Museums, has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of the County's landmark unit portfolio, a copy of which is on file with the Clerk of the Legislature; now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate.

RULES RESOLUTION NO. - 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE OFFICE OF REAL ESTATE SERVICES AND SMITH  
& DRAKE REALTY CORP. D/B/A SMITH & DEGROAT-REAL  
ESTATE

WHEREAS, the County on behalf of the Department of Real Estate  
Services has negotiated an amendment to a personal services agreement with  
Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation  
to the operation, maintenance and improvement of the County's landmark  
unit portfolio, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate

Hon. George Maragos  
Comptroller



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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

**CONTRACTOR NAME:** Smith & Drake Realty Corp. d/b/a Smith & DeGroat  
Real Estate

**CONTRACTOR ADDRESS:** 27 E. Jericho Turnpike, Mineola, NY 11501

**FEDERAL TAX ID #:** 02-0763626

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



**III. X This is an amendment of an existing contract.**

The contract was originally executed by Nassau County on October 10, 2006. This is a renewal pursuant to the contract and an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued. The Contractor was the lowest bidder.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

9/20/2011  
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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2011

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

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

<b>PRODUCER</b> Simon Paston & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563		<b>CONTACT NAME:</b> Commercial CSR <b>PHONE (A/C No. Ext.):</b> (516) 593-2220 <b>FAX (A/C No.):</b> (516) 593-2605 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 00035143	
<b>INSURED</b> Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral <b>INSURER B:</b> Scottsdale <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: CL10112409860

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2010	10/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 1,000,000
	ANY AUTO					
	ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
B	DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$ 10,000		CLS0069703	10/1/2010	10/1/2011	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			PER STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
ADDITIONAL INSURED: THE COUNTY OF NASSAU A.T.I.M.A.

## CERTIFICATE HOLDER

THE COUNTY OF NASSAU  
ONE WEST STREET  
MINEOLA, NY 11530

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)  
INS025 (200909)

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2011

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

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

<b>PRODUCER</b> Simon Paston & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563	<b>CONTACT NAME:</b> Commercial CSR <b>PHONE (A/C No. Ext):</b> (516) 593-2220 <b>FAX (A/C No.):</b> (516) 593-2605 <b>E-MAIL:</b> <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 00035143
<b>INSURED</b> Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral <b>INSURER B:</b> Scottsdale <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: CL1192111450

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 INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
B	DEDUCTIBLE					\$
	RETENTION \$ 10,000		XL80069703	10/1/2011	10/1/2012	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED: ATINA, THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPT OF PARKS RECREATION AND MUSEUMS

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1 West Street  
Mineola, NY 11501

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

# SMITH & DE GROAT

Real Estate

Est. 1949

Tel 516-248-6905

www.smithanddegroat.com

Fax 516-741-4587

November 24, 2010

Mr. Michael J. Kelly  
Deputy Director & Counsel  
Nassau County Real Estate Planning & Development  
One West Street, Room 200  
Mineola, NY 11501

Re: Disclosure Notice

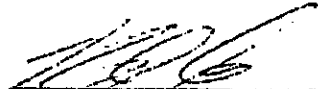
Dear Mr. Kelly:

This letter will serve as a Disclosure Notice for our 2006 contract. The Corporate profile for Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate is as follows:

Matthew L. Smith, - President  
Home Address: 3 Fathers Court, Dix Hills, New York 11746  
Business Address: 27 East Jericho Turnpike, Mineola, NY 11501  
Business Telephone: (516) 248-6905

Should you require any additional information, please do not hesitate to contact me.

Sincerely,  
SMITH & DEGROAT REAL ESTATE



Matthew L. Smith

## AMENDMENT NO. 5

This AMENDMENT, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

### WITNESSETH:

**WHEREAS**, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001 and CLPK10000001 (as amended, the "Original Agreement"), the Contractor performs certain services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

**WHEREAS**, the term of the Original Agreement commenced November 1, 2006 and terminates on October 31, 2011 (the "Original Term");

**WHEREAS**, under the Original Agreement, the County has the option of renewing the terms of the Original Agreement for an additional five (5) year term; and

**WHEREAS**, the County wishes to renew the term of the Agreement, and wishes to revise certain terms of the Original Agreement; and

**WHEREAS**, the Contractor is amenable to the amendments made by this Amendment.

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

1. **Term.** Section 1 of the Original Agreement is amended to read as follows: "The term (the "Term") of this Agreement shall commence on November 1, 2006 (the "Commencement Date") and terminate on October 31, 2011. The County shall have the option, in its sole discretion, of renewing this Agreement for one (5) five (5) year period to commence upon November 1, 2011."

2. **Renewal of Term.** The Term is hereby extended for a period of five (5) years commencing November 1, 2011 and terminating October 31, 2016, unless sooner terminated in accordance with the terms of the Original Agreement as amended by this Amendment.

3. **Services.** Section 2 of the Original Agreement shall be deleted in its entirety and replaced with the following:

**"Services.** (a) The Contractor shall perform the following services (the "Services"):

"(i) **Management of Units.** The Contractor shall, at the direction of the County, act as the agent of the County to license, maintain, operate, manage and supervise the property or properties described in Schedule A attached hereto (the "Units"). The County reserves the right to remove or add any Unit from Schedule A at any time. The Contractor specifically represents that the terms and conditions of this Agreement have been negotiated taking into account the County's right to remove or add Units from the scope of this Agreement and, as

such, recognizes that the County shall have no liability to the Contractor for any fees or expenses subsequent to written notice of removal of such units and shall have no obligation to compensate the Contractor for such removal(s) or additions.

“(I) Licensing of Residential Units. The Contractor shall act as the County’s managing agent in the issuance of Use and Occupancy Permit Agreements (“U&O Permits”) for the residential and commercial use of the Units, as the case may be. In this regard, the Contractor shall establish market license fees for the use of the Units, advertise and market the Units, select occupants for residential use of the Units, prepare U&O Permits for the use of such Units for execution by the County, perform all maintenance activities called for the County to perform in such U&O Permits, collect all fees established in such U&O Permits and enforce the terms of such U&O Permits in the event of a breach by an occupant or occupants. All of the matters in the preceding sentence are subject to the approval of the Department. The form of the U&O Permit shall be developed by the County for use by the Contractor. The County shall have the right, in its sole discretion, to approve the terms and conditions of the occupancy of any Unit and any prospective occupant. The fees charged pursuant to the U&O Permits shall not be inclusive of electric costs, unless otherwise stated by the Department. Contractor shall determine the electric fee to be charged to each Unit and shall charge such fee separately from the fee charged for the occupancy of such Unit. The Contractor shall be entitled to charge potential occupants a brokerage fee for locating such occupant, provided that such fee shall be no greater than one month’s license fee for the Unit being occupied by such occupant. Contractor represents that the County is not responsible for the payment of any broker fee to the Contractor for the occupancy of any of the Units and shall have no recourse against the County in the event that any potential or prospective occupant of any of the Units fails to pay the Contractor a broker fee in connection with the Units. The County may, if it deems necessary and prudent, enter into negotiations directly with any prospective occupant; provided, however, that such direct negotiations by the County shall not affect the amount of any brokerage commission that would otherwise be due the Contractor, and provided further, that any such direct negotiation shall not affect the terms and conditions of this Agreement regarding whether or when a commission is deemed to be earned.

“(II) Maintenance of Residential Units. The Contractor shall perform all maintenance activities associated with the Units, including, but not limited to, trash collection and removal, pest and vermin control, regular landscaping and snow removal, except for those units (1) to which the County’s Department of Public Works provides such services, (2) where a permittee of a Unit is responsible by agreement for such services or (3) where such services are provided by a Caretaker. The Contractor shall perform such all other repair and maintenance activities with regard to the Units as may be requested from time to time by the County or the occupants of the Units in accordance with the terms and conditions of the U&O Permits then in effect. All maintenance and repair activities are to be funded by the fees collected by the Contractor for the occupancy of the Units. In no event shall the Contractor advance monies on behalf of the County to perform any maintenance or repair activities. In the event the Contractor deems it necessary and financially prudent to retain a subcontractor to perform any of the maintenance activities described above, except for ordinary repairs or those repairs deemed emergency repairs by the County, the Contractor shall engage in a sealed bid process for the performance of such activities and shall choose the subcontractor that presents the lowest bid, unless a higher bid is presented by a bidder with higher qualifications than the lowest bid in the Contractor’s reasonable judgment. In any event, the use of such subcontractor shall be subject to the approval of the Department, which shall not be unreasonably withheld; provided, however, that the County reserves the right to reject any bid that is not the lowest bid.

“(ii) Capital Improvements to Units. The County and the Contractor recognize that the Units are being occupied by residential and commercial licensees and that certain improvements and repairs may need to be made to the Units from time to time. In the event that a Unit, in the Contractor’s reasonable judgment, requires a repair or capital improvement exceeding that caused by normal wear and tear to the Unit, the Contractor shall submit to the Department a description of the capital improvement to be performed, the schedule by which such improvements are to be performed and the costs associated with such improvements. The

Contractor shall perform such improvements in accordance with such plan upon the approval of the plan by the Department and the availability of funding for the improvement. All capital improvements are to be financed by the fees collected by the Contractor for the occupancy of the Units and placed in the reserve fund for capital improvements and repairs described in this Agreement. The Contractor may advance monies in addition to such reserved funds on behalf of the County to perform any capital improvements, but only with the prior written consent of the County. In the event that monies are advanced by the Contractor, such monies shall be paid back by the County through the fees generated by the Units over a period of no more than twelve (12) months, plus interest at a rate of nine percent (9%). In performing the capital improvement activities described above, Contractor shall comply with the "Guidelines for Organizations Proposing the Construction of Buildings and other Structures on County Property" attached here as Appendix A.

**"(b) County Ownership and Control of Work Product.** Any reports, plans, specifications, engineering calculations, surveys, technical data, cost estimates, all miscellaneous drawings, and all information contained therein provided or produced by the Contractor in connection with its performance under this Agreement shall be the property of the County. The County hereby grants the Contractor the right to retain copies of such materials and information for use in any future work with the County. It is understood and agreed that the Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the County, without the prior written approval of the County.

**"(c) Infringement.** The Contractor warrants and represents that all deliverables required by this Agreement to be created for the County (the "Deliverables" or a "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or action alleging that any Deliverable infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right. In the event of any third party claim against the County in respect of the Deliverable, the Contractor, at its option, may (i) obtain the right to produce or use the Deliverable without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverable, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Deliverable and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific instructions."

4. (a) Section 3(a) of the Original Agreement shall be deleted in its entirety and replaced with the following:

**"Amount of Consideration.** In consideration for the Services to be performed by the Contractor under this Agreement, the Contractor shall be entitled to a management fee (the "Management Fee") in the amount of twenty percent (20%) of the gross license fees, receipts and income collected by the Contractor from occupants of the Units, payable as described in Section 5 below. In addition, the Contractor shall be entitled to a construction management fee (the "Construction Management Fee") equal to twelve (12%) of the total amount expended for such capital improvements approved by the Department. The Construction Management Fee shall be based only on those amounts expended for capital improvements and not expenses related to general or emergency repairs or maintenance activities."



(b) Section 3(b) of the Original Agreement shall be deleted in its entirety and replaced with the following:

"Reserve for Capital Improvements. (i) In year 2011, Contractor shall reserve the amount of Sixty-Seven Thousand and 00/100 Dollars (\$67,000.00) per year for repairs and capital improvements from the fees the County receives from the use and occupancy of the Units. Such amount shall be reserved in equal monthly amounts of Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$16,750.00) per quarter and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for repairs and other capital improvements to the Units, but only after receiving the consent of the Department and in accordance with Section 2(a)(ii) of this Agreement. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

"(ii) In year 2012 and in every year thereafter, Contractor shall reserve the amount of Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) per year for repairs and capital improvements from the fees the County receives from the use and occupancy of the Units. Such amount shall be reserved in equal monthly amounts of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per quarter and such funds shall be kept separate from other funds related to this Agreement. Such funds may be used by the Contractor for repairs and other capital improvements to the Units, but only after receiving the consent of the Department and in accordance with Section 2(a)(ii) of this Agreement. Such funds must be utilized prior to the Contractor advancing any monies to the County for repairs or capital improvements. At the termination of this Agreement, any monies remaining in this reserve shall be immediately paid to the County.

5. Section 4 of the Original Agreement shall be deleted in its entirety.

6. Section 5 of the Original Agreement shall be deleted in its entirety and replaced with the following:

"Collection of Monies; Charges to be Paid; Payments to the County; Reports. (a) The Contractor shall collect all license fees, receipts and income that are due and payable to the County in connection with the occupancy, use and enjoyment of the Units and shall maintain such fees in a non-interest-bearing escrow account (the "Fee Escrow Account") in the name of the Contractor in trust for the County at such bank or financial institution as may be directed by the County from time to time. From such amounts, at which times the Contractor submits its Quarterly Report and Annual Report (as such terms and such reports are defined and described below), the Contractor shall deduct its Management Fee and Construction Management Fee (if applicable) from the Fee Escrow Account. All other amounts in such account shall be paid as follows, subject to the submission by the Contractor of an invoice to the Department and approval of such invoice by the Department:

- (i) first, to the reserve required under Section 3(b) of this Agreement
- (ii) second, to maintenance expenses as described above upon the approval of the Department;  
and
- (iii) third, to the County.

Notwithstanding the above, the amounts payable to the County and to the Contractor shall match the percentages shown on Schedule A attached hereto.

"Contractor recognizes that the license fees charged to occupants of the Units may include fees charged for electricity. Contractor shall separately account for such electric fees collected and shall remit such monies to the County on a quarterly basis without deduction. Contractor specifically agrees that it shall not be entitled to include such electric costs when calculating its Maintenance Fee or any other fee.

"Late charges shall be assessed on any payment that is overdue for more than ten (10) days. In the event that the payment of license fees, percentage fees or other charges shall become overdue for ten (10) days following the date such fees are due and payable as provided in this Agreement, a late charge of 2% per month on the sums so overdue (computed on a thirty (30) day month) from the date they were due and payable shall become immediate due and payable to the Department as liquidated damages for the administrative costs and expenses incurred by the Department by reason of the Contractor's failure to make prompt payment and said late charges shall be payable by Contractor without notice or demand.

"(b) The Contractor shall collect all security deposits that are due and payable by the occupants of the Units and shall maintain such deposits in a non-interest-bearing escrow account (the "Deposit Escrow Account") in the name of the Contractor in trust for the County at such bank or financial institution as may be directed by the County from time to time. Such amounts in the Deposit Escrow Account shall be used solely by the Contractor (i) to reimburse the Fee Escrow Account for any amounts not paid by the occupant of the Unit associated with such deposit that are or were due and payable by such occupant, (ii) to pay for repairs to such Unit made necessary by the occupant of the Unit (beyond normal wear and tear) at the discretion of the Contractor and subject to the prior approval of the Department or (iii) to be paid back to such occupant in the event that all sums due and payable by such occupant have been paid and the occupant has not made necessary any repairs to the Unit beyond normal wear and tear.

"(c) Fiduciary Duty. In the maintenance of the Fee Escrow Account and the Deposit Escrow Account (together, the "Accounts"), the Contractor recognizes that it is a fiduciary to the County and shall be liable to the County under applicable law for its negligence, willful misconduct and breach of applicable standard of care in connection the maintenance of the Accounts.

"(d) Reports. The Contractor, within thirty (30) days of the termination of each calendar quarter of each calendar year of this Agreement, shall furnish to the County a report (the "Quarterly Report") of all revenues collected under this Agreement of any kind, all expenses paid by the Contractor for maintenance activities performed under this Agreement, and all amounts expended for capital improvements and repairs to the Units. Such Quarterly Report shall include:

- (i) A statement of income and expenses, balance sheet and accounts payable.
- (ii) A then-current occupant roll including the names of such occupants, the address of such Units, the fee charged to such occupant for the occupancy of the Unit, any security deposit being held, whether such occupants are current and the commencement date of the U&O Permit.
- (iii) Amounts of any expenses for capital improvements and repairs made to the Units and paid from the Fee Escrow Account
- (iv) Amounts of any expenses for maintenance activities performed and paid from the Fee Escrow Account
- (v) A listing of the security deposits held in the Deposit Escrow Account, the identity of the occupants and Units associated with such Deposits, and any deposits either returned to occupants or used by the Contractor in accordance with this Agreement
- (vi) The Management Fee deducted from the Fee Escrow Account
- (vii) The Construction Management Fee deducted from the Fee Escrow Account

"The Quarterly Report due to the County within thirty (30) days of the end of the fourth quarter of each calendar year shall be an Annual Report, which shall contain the above information for both the previous quarter and Agreement Year. Such Quarterly and Annual Reports required by this Section 4(d) shall be furnished to the following parties:

- (i) Office of Real Estate Services, Attn: Carl Schroeter, One West Street, Mineola, NY 11501
- (ii) Office of Management and Budget, Attn: Ann Hulka, One West Street, Mineola, NY 11501
- (iii) Office of the County Comptroller, Attn: Patrick Kiernan, 240 Old Country Road, Mineola, NY 11501
- (iv) Office of the County Treasurer, Attn: Beaumont Jefferson, 240 Old Country Road, Mineola, NY 11501

"The County may alter the above listing from time to time upon notice to the Contractor.

"(e) (i) The County, through the Office of the County Comptroller (the "Comptroller") and other duly authorized representatives of the County shall have the right, during normal business hours and with reasonable advance notice, to examine or audit the records, books of account and data of the Contractor relating to this Agreement. Contractor shall cooperate fully and assist the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Contractor's data, books and records, including supporting documentation, are situated at a location 50 miles or more from the County, the records shall be provided to the County (electronically, by telecopy or by overnight mail) within thirty (30) days of any request, for examination and audit upon the County's request.

"(ii) During the course of an audit, in the event that the Comptroller or other duly authorized representative of the County shall discover a discrepancy that resulted in a payment to the County which is lower than the amount the County is entitled to under this Agreement (a "Shortfall"), such Shortfall shall be paid to the County within thirty (30) days of the discovery of the Shortfall. If such discrepancy resulted in a payment to the County which is higher than the amount the County is entitled to under this Agreement (an "Overpayment"), such Overpayment shall be refunded to the Contractor upon the review and approval of the Comptroller of a claim voucher submitted by the Contractor to the County.

"(iii) The failure or refusal of the Contractor to permit the Comptroller or any duly-authorized representative of the County to audit and examine the Contractor's records, books of account and data or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Contractor in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this Contractor and a default hereunder which shall entitle the County to terminate this Agreement."

- 7. Section 7 of the Original Agreement shall be deleted in its entirety.
- 8. Section 8 of the Original Agreement shall be deleted in its entirety.
- 9. Section 9 of the Original Agreement shall be deleted in its entirety.
- 10. Section 12(c) of the Original Agreement shall be deleted in its entirety.
- 11. Section 15 of the Original Agreement shall be deleted in its entirety and replaced with the

following:

**"Insurance. (a) Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense (except the incremental costs of liability insurance): (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) builder's "All Risk" insurance; (iv) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (v) such additional insurance as the County may from time to time specify. At such times as the Contractor engages subcontractors to perform any capital improvements or repairs to the Units, the Contractor shall ensure that such contractors maintain such insurance policies as are reasonable and customary for the work being performed, including, if necessary, those insurance policies described in Appendix B attached hereto.

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

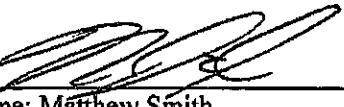
**"(c) Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any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

**"(d) Insurance from Occupants.** The Contractor shall procure from each occupant of the Units during their terms as occupants a tenant's or renter's insurance policy with comprehensive personal liability coverage in the amount of \$300,000 with "County of Nassau" named as an additional insured."


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

**IN WITNESS WHEREOF,** the Contractor and the County have executed this Agreement on the dates written below.

**SMITH & DRAKE REALTY CORP. D/B/A  
SMITH & DEGROAT REAL ESTATE**

By:   
Name: Matthew Smith  
Title: President  
Date: 9-21-11

**COUNTY OF NASSAU**

By:   
Name: Richard R. Walker  
Title: Chief Deputy County Executive  
Date: 12/2/11

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of September in the year 2011 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

*Neal D. Peysner*

NOTARY PUBLIC

NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 6, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of December in the year 2011 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Doreen R. Pennica*

NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

APPENDIX Schedule A

Property Name	Projected U&O Fee	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Cedars Preserve	\$0	20%	21%	59%	\$0	\$0
Eldersfield Preserve-Cottage	\$800	20%	21%	59%	\$160	\$472
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chester House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmhouse Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmhouse Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmhouse Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Mahabn House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chekeo Caretaker	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chekeo Garage Apartment	\$1,650	20%	21%	59%	\$330	\$974
Muttontown-Chekeo Lodge Gatehouse	\$2,100	20%	21%	59%	\$420	\$1,239
Muttontown-Chekeo Living Quarters	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chekeo Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chekeo Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$0	20%	21%	59%	\$0	\$0
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chekeo Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$1,750	20%	21%	59%	\$350	\$1,033
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleurs	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendent's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusch Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Walwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

Appendix A

**GUIDELINES for ORGANIZATIONS PROPOSING the CONSTRUCTION OF  
BUILDINGS and OTHER STRUCTURES ON COUNTY PROPERTY**

March 11, 1996

Rev. 1 December 5, 1997

Rev. 2 March 10, 1999

These guidelines have been prepared to safeguard the health and welfare of the public, to assure proper quality and useful life of proposed permanent improvements, and to reduce public liability.

Organizations proposing buildings or facilities on County property, or proposing improvements to existing County facilities, should comply with the guidelines below:

A. The Contractor must have the work designed by a New York State licensed 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:

1. New York State Uniform Fire Prevention & Building Code
2. New York State Energy Conservation Construction Code
3. New York State Sanitary Code
4. National Electric Code
5. Occupational Safety and Health Administration Code
6. State laws, Local Ordinances and Utility Company Regulations
7. New York State Industrial Code
8. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
9. Nassau County D.P.W. Standard Specs. For Construction of Sanitary Sewers
10. American with Disabilities Act

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

C. The design documents shall be signed and sealed by Architect/Engineer of record.

D. The Contractor or its 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 design 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 Contractor shall enter into whatever bonds and insurances that the County deems appropriate for the facility and circumstances. 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.

H. The Contractor 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.

I. The Contractor shall obtain the approval of the County department or agency that operates and maintains the property upon which the improvement is proposed.

J. If the County so demands (i.e. non permanent improvements), the Contractor agrees to remove whatever buildings and structures it has constructed and return the County property to its preconstruction and/or pre-agreement condition.

WILLIAM J. MULLER III  
CLERK OF THE LEGISLATURE



PHONE: 516 571-4252  
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE  
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

Fully Executed Amendment #6

July 16, 2012

Smith & Drake Realty Corp. dba  
Smith & DeGroat Real Estate  
Attn: Marty Schackner  
27 East Jericho Turnpike  
Mineola, New York 11501

Re: Contract # 120000011 \$125,000.00

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

William J. Muller III  
Clerk of the Nassau County Legislature

Contract ID#: COPK06000052-08+09Department: Parks, Recreation and Museums**Contract Details**SERVICE: Landmark Unit AdministrationNIFS ID #: CLPK12000011-01 NIFS Entry Date: 3/16/12 Term: from 11/1/2006 to 10/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Name Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate	Vendor ID# 02-0763626
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person Marty Schackner
	Phone (516) 248-6905

Department Contact Michael J. Kelly Acting Director Office of Real Estate Services
Address One West St., Mineola, NY 11501
Phone (516) 571-0328

Frank Camerlengo, Dept Comm for Comm. Policy

4/24/2012

**Routing Slip**

Eileen Krieb, CSR Eileen Krieb

4/24/2012

4/25/12	Department	NIFS Entry (Dept)	<input checked="" type="checkbox"/>	4/25/12	Robert Dwyer, DC	
		NIFS Approval (Dept. Head)	<input checked="" type="checkbox"/>			
		Contractor Registered	<input checked="" type="checkbox"/>			
4/25/12	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	4/25/12	Truck High	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/25/12	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	4/25/12	D. H.	
4/25/12	County Attorney	CA Approval as to form	<input type="checkbox"/>	4/25/12	D. H.	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	4/25/12	Gregory C. May	
	County Attorney	NIFS Approval	<input type="checkbox"/>	4/25/12	S. B.	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	4/25/12		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/27/12		

Contract ID#: COPK06000052-08469



Department: Parks, Recreation and Museums

## Contract Summary

<b>Description:</b> Amendment to an agreement with Smith & DeGroat Real Estate ("S&D") for the management of the Landmark Units.
<b>Purpose:</b> This amendment increases the reserve for capital improvements and authorizes S&D to perform repairs and other improvements to certain other units using both monies paid by permittees, donated and obtained from other sources.
<b>Method of Procurement:</b> S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received. S&D was the lowest bidder. A contract with a five (5) year term was entered into with S&D in 2006 as a result of that RFP. The agreement was recently renewed for a period of five (5) years in accordance with the terms of the original agreement.
<b>Procurement History:</b> See "Method of Procurement" above.
<b>Description of General Provisions:</b> This amendment increases the reserve for repairs and capital improvements contained in the contract for 2012 from \$96,000 to \$206,000. This increase is necessary to complete necessary capital repairs to various landmark units, most notably renovating the Falaise Caretaker Unit at the Sands Point Park and Preserve and renovating a residential unit at the main house at Cedarmere in Roslyn. The increase in the reserve will allow the County to increase revenue from the Falaise Caretaker Unit and create a new revenue generating unit at Cedarmere. A portion of this increase (\$25,000) is being added to this contract here and was generated by a settlement with the Long Island Power Authority in connection with a fire at the Elderfields Preserve, which is part of the landmark portfolio. The amendment also authorizes S&D to utilize \$35,000 being provided by a permittee to fund a portion of the costs to renovating the Falaise Caretaker Unit. A license agreement with such permittee has already been approved by the Rules Committee.
In addition, the amendment authorizes S&D to perform repairs to another residential unit at Cedarmere using monies being provided to the County from the Roslyn Landmark Society. An agreement with the Society is being reviewed by the Legislature simultaneously with this Amendment. Renovating this unit will allow the County to add a new revenue-producing unit to the landmark portfolio.
Finally, the amendment authorizes the payment of \$100,000 to S&D to repaint the Cedarmere main house. The majority money was obtained by the Parks Department as a reimbursement from the State for other projects completed by the Department at Cedarmere. Another portion of this money was donated by Benjamin Moore for the purchase of paint.
<b>Impact on Funding / Price Analysis:</b> The amendments made to S&D's contract by this amendment may increase revenue by \$2,250 per month in 2012 and by more in future years.
<b>Change in Contract from Prior Procurement:</b> See "Description of General Provisions" above
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund: GEN&	GRT
Control:	PK
Resp: 1100&	8100
Object: 419&	500
Transaction:	109
81000TH 81X1	
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other Grant	\$100,000.00
<b>TOTAL</b>	<b>\$125,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
07	PKGENT1100/DE500	\$25,000.00
08	PKGRT81000TH/DD419	\$18,000.00
09	PKGRT81000TH/DE500	\$82,000.00
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$125,000.00</b>

Document Prepared By: Michael L. KellyDate: 4/23/2012

I certify that this document was accepted into NFEL.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>4/27/12</u>
Date: <u>6/5/12</u>	Date: <u>6/5/12</u>	E #: <u>(For Office Use Only)</u>

E-124-12

RULES RESOLUTION NO: 125-2012

---

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 5-7-12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

---

WHEREAS, the County of Nassau, on behalf of the Department of Parks, Recreation and Museums, has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate; and be it 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., and Section 1611 of the

County Government Law of Nassau County, that the execution of the amendment is a "Type II" Action within the meaning of Sections 617.5(c)(1), 617.5(c)(2),

617.5(c)(6) and 617.5(c)(20) of 6 N.Y.C.R.R. and, accordingly, is of a class of

actions which do not have a significant effect on the environment; and no further

review is required.

RULES RESOLUTION NO: -2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
~~EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT~~  
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE  
DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SMITH &  
DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

WHEREAS, the County of Nassau, on behalf of the Department of Parks,  
Recreation and Museums, has negotiated an amendment to a personal services  
agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate,  
in relation to operation, maintenance and improvement of certain residential and  
commercial units known as the landmark units located on various park and open  
space properties within the County, a copy of which is on file with the Clerk of the  
Legislature; now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature  
authorizes the County Executive to execute said amendment with Smith & Drake  
Realty Corp. d/b/a Smith & DeGroat Real Estate; and be it 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., and Section 1611 of the ~~County Government Law of Nassau County, that the execution of the amendment~~ is a "Type II" Action within the meaning of Sections 617.5(c)(1), 617.5(c)(2), 617.5(c)(6) and 617.5(c)(20) of 6 N.Y.C.R.R. and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

---



Hon. George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Smith & Drake Realty Corp. d/b/a Smith & DeGroat  
Real Estate

**CONTRACTOR ADDRESS:** 27 E. Jericho Turnpike, Mineola, NY 11501

**FEDERAL TAX ID #:** 02-0763626

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. X This is an amendment of an existing contract.**

The contract was originally executed by Nassau County on October 10, 2006. This is a amendment 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 a Request for Proposals was issued. The Contractor was the lowest bidder.

---

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

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

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

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

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

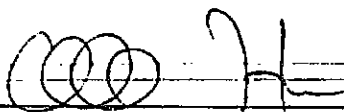
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

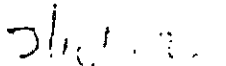
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
Carnell T. Foskey, Commissioner

  
\_\_\_\_\_  
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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2011

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

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

<b>PRODUCER</b> Simon Easton & Sons Agency 381 Sunrise Highway P.O. Box 747 Lynbrook NY 11563		<b>CONTACT NAME:</b> Commercial CSR <b>PHONE (AC, Ho, Ext):</b> (516) 593-2220 <b>FAX (AC, Ho):</b> (516) 593-2603 <b>E-MAIL:</b> <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID:</b> 00035143	
<b>INSURED</b> Smith & Drake Realty Corp, DBA: Smith & DeGroat Real Estate 27 East Jericho Tpke Mineola NY 11501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral <b>INSURER B:</b> Scottsdale <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL1192111450 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 SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA00001445902	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
B	DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$ 10,000		XL00069703	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			

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

ADDITIONAL INSURED: ATINA; THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPT OF PARKS RECREATION AND MUSEUMS

## CERTIFICATE HOLDER

Nassau County  
1 West Street  
Mineola, NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

# SMITH & DE GROAT

Real Estate

Est. 1949

Tel 516-248-6905

www.smithanddegroat.com

Fax 516-741-4587

November 24, 2010

Mr. Michael J. Kelly  
Deputy Director & Counsel  
Nassau County Real Estate Planning & Development  
One West Street, Room 200  
Mineola, NY 11501

Re: Disclosure Notice

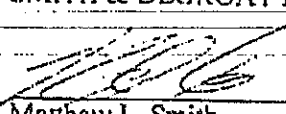
Dear Mr. Kelly:

This letter will serve as a Disclosure Notice for our 2006 contract. The Corporate profile for Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate is as follows:

Matthew L. Smith, - President  
Home Address: 3 Fathers Court, Dix Hills, New York 11746  
Business Address: 27 East Jericho Turnpike, Mineola, NY 11501  
Business Telephone: (516) 248-6905

Should you require any additional information, please do not hesitate to contact me.

Sincerely,  
SMITH & DEGROAT REAL ESTATE

  
Matthew L. Smith

## AMENDMENT NO. 6

This AMENDMENT, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums (the "Department"), having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) ~~Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").~~

### WITNESSETH:

**WHEREAS**, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001, CLPK10000001 and CLPK11000011 (as amended, the "Original Agreement"), the Contractor performs certain services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

**WHEREAS**, the term of the Original Agreement commenced November 1, 2006 and terminates on October 31, 2016 (the "Original Term");

**WHEREAS**, the County wishes to amend the Original Agreement to increase the emergency repair and capital improvement reserve provided for under the Original Agreement for 2012, to add additional units to the scope of the Original Agreement and provide for the renovation and repair of a residential unit at the Cedarmere Preserve and maintenance of the grounds surrounding said residential unit; and

**WHEREAS**, the Contractor is amenable to the amendments made by this Amendment.

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

1. Amendment to List of Units Under Management. Schedule A as attached to the Original Agreement is hereby replaced with Schedule A attached to this Amendment.

2. Repair and Capital Improvement Reserve. Section 3(b) of the Original Agreement shall be amended such that, for the year 2012, the amount to be reserved for repairs and capital improvements shall be increased from Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) to Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00). Such amount shall be deposited into the reserve in quarterly deposits of Forty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$45,250.00). The remaining Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Additional Funds") to be deposited into the reserve shall be paid by the County to the Contractor upon execution of this Amendment to be deposited by the Contractor into such reserve and used by the Contractor in accordance with the terms of the Original Agreement. The amount to be reserved for years 2013, 2014, 2015 and 2016 for repairs and capital improvements shall remain at Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

3. Cedarmere Unit No. 1. Section 5 of the Original Agreement shall be amended to add a new subsection (f) to read as follows:

"(f) Cedarmere Unit No. 1. (i) Contractor acknowledges that the County is negotiating an agreement (the "Renovation Agreement") with Roslyn Landmark Society, Inc. ("Roslyn Landmarks") to renovate

Cedarmere Unit No. 1, which agreement provides for the payment of certain monies by Roslyn Landmarks to the County or the Contractor for the renovation of Cedarmere Unit No. 1. Contractor shall collect such monies from Roslyn Landmark and, upon approval of a plan to be submitted to the Department by the Contractor (including a listing of contractors to be used, which contractors are to be selected by the Contractor after a sealed bid process), undertake such improvements as described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement. Monies remaining after the completion of renovations to Cedarmere Unit No. 1, if any, shall be retained by the Contractor to be used solely, at the direction of the Department, for future repairs and improvements to Cedarmere Unit No. 1, Cedarmere Unit No. 2, the Cedarmere Main House or the surrounding grounds.

"(ii) Contractor acknowledges that the Renovation Agreement contains terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the revenues generated from license fees for Cedarmere Unit No. 1 as listed on Schedule A remaining after the payment of the Contractor's Management Fee, payment into the reserve required under Section 3(b) of this Agreement and payment of maintenance expenses as described in this Agreement shall be used by the Contractor for general landscaping activities and landscaping improvements in the vicinity of Cedarmere Unit No. 1 and the structure to which it is attached. Any vendor chosen by the Contractor to perform such landscaping activities and improvements shall be chosen after a sealed bid process for the performance of such activities; provided, however, that such activities may be performed by a vendor previously selected by the Contractor to perform landscaping activities and improvements at other units managed by the Contractor, whose fees shall be subject to the prior approval of the Department. Monies remaining from such license fees after the payment of such fees and expenses described above, if any, shall be retained by the Contractor to be used solely, at the direction of the Department, for future repairs and improvements to Cedarmere Unit No. 1, Cedarmere Unit No. 2, the Cedarmere Main House or the surrounding grounds."

4. Falaise Caretaker Unit. Section 5 of the Original Agreement shall be amended to add a new subsection (g) to read as follows:

"(g) Falaise Caretaker Unit. (i) Contractor acknowledges that the County is entering into a license agreement (the "License Agreement") with a residential occupant to occupy the Falaise Caretaker Unit at the Sands Point Park and Preserve, which agreement provides for the payment of \$35,000.00 (the "Renovation Monies") to the County or the Contractor, in cash or in kind, to defray the costs of the renovation of the Falaise Caretaker Unit. Such monies or materials shall be collected by the Contractor and be used toward the renovation of the Falaise Caretaker Unit in accordance with the terms and conditions of this Agreement. County and Contractor acknowledge that the Renovation Monies shall be used solely for the renovation of the Falaise Caretaker Unit, are not to be taken into account in determining the Contractor's Management Fee, shall not be used to fund the reserve established under Section 3(b) of this Agreement and shall not be used for the payment of maintenance activities as described in this Agreement. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement. Any portion of the Renovation Monies remaining after the completion of renovations to the Falaise Caretaker Unit, if any, shall be paid to the County upon the completion of such renovations.

(ii) Contractor acknowledges that the License Agreement allows for liquidated damages to be paid to the permittee thereunder in the event that the County terminates the License Agreement (except for certain circumstances as described in the License Agreement) before the one (1) year anniversary of the Occupancy Commencement Date (as such term is defined in the License Agreement). In order to fund the payment of such liquidated damages, Contractor shall, from the license fees collected from the units Contractor manages under this Agreement, hold in escrow in the Fee Account an amount necessary to pay

such damages, which amount shall be decreased over such one (1) year period after the Occupancy Commencement Date on a monthly basis in equal amounts. County acknowledges that the monies held in escrow shall be a portion of such monies that the County would otherwise be entitled to under this Agreement, and that such monies that remain after the one (1) year anniversary of the Occupancy Commencement Date and that have not been otherwise paid to the permittee under the License Agreement or have been already deducted from escrow shall be the property of the County. Contractor shall have the authority to disburse monies being held in such escrow to such permittee, but only upon the written direction of the Department.

---

5. Cedarmere Main House. Section 5 of the Original Agreement shall be amended to add a new subsection (g) to read as follows:

(g) Cedarmere Main House. The County shall pay the Contractor up to the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Repainting Funds"), to be used by the Contractor for the sole purpose of repainting the exterior of the Cedarmere Main House, as such property is listed on Appendix A attached hereto, payable as follows:

- (i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the Contractor's execution of an agreement with a painting contractor to complete such repainting.
- (ii) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) upon the completion of fifty percent (50%) of such repainting to the Department's satisfaction; and
- (iii) The remainder of the Repainting Funds upon the completion of such repainting to the Department's satisfaction, reduced by such amount representing the difference between the amount of the Repainting Funds and the actual amount charged by the Contractor's vendor to complete such repainting plus the construction management fee charged by the Contractor to manage such repainting.

Such repainting shall be performed in accordance with specifications developed by the Department or specifications developed by the Contractor with the approval of the Department. Any vendor chosen by the Contractor to perform such repainting shall be chosen after a sealed bid process for the performance of such repainting. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement.

---

6. Terms Subject to Agreement and Appropriation. (a) Section 3 of this Amendment shall be subject to the approval by the Nassau County Legislature and execution by the County Executive of the Renovation Agreement.

(b) Section 5 of this Amendment and payment of the Repainting Funds to the Contractor are subject to the encumbrance of the Repainting Funds against this Amendment for the purposes set forth in this Amendment.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement on the dates written below.

COUNTY OF NASSAU

SMITH & DRAKE REALTY CORP. D/B/A  
SMITH & DEGROAT REAL ESTATE

By: [Signature]  
Name: Richard R. Walker  
Title: Chief Deputy County Executive  
Date: 7/13/12

By: [Signature]  
Name: Matthew Smith  
Title: President  
Date: 4/23/12

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 23 day of April in the year 2012 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

[Signature]  
NEAL D. PEYSNER  
NOTARY PUBLIC, State of New York  
No. 4948197  
Qualified in Nassau County  
Commission Expires March 6, 2015

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13 day of July in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]  
CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE8259028  
Qualified in Nassau County  
Commission Expires April 02, 2016

NOTARY PUBLIC

Schedule A

Property Name	Year 1	Projected U&O Fee	Proposer's Monthly Percentage	Capital Reserve and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
Cedarvale Preserve-Main House	\$0	20%	39%	41%	\$0	\$0	\$0
Cedarvale Preserve-Unit #1	\$0	20%	80%	39%	41%	\$0	\$0
Cedarvale Preserve-Unit #2	\$0	20%	39%	41%	\$0	\$0	\$0
Eldersfield Preserve-Cottage	\$800	20%	39%	41%	\$160	\$328	\$328
Eldersfield Preserve-Main House	\$3,000	20%	39%	41%	\$600	\$1,230	\$984
Fruggles Farms House	\$2,400	20%	39%	41%	\$480	\$984	\$984
Jerdho Preserve-Cottage Barn	\$1,650	20%	39%	41%	\$330	\$677	\$677
Jerdho Preserve-Chestie House	\$4,000	20%	39%	41%	\$800	\$1,440	\$1,440
Jerdho Preserve-Farmhouse Cottage 1	\$1,500	20%	39%	41%	\$300	\$615	\$615
Jerdho Preserve-Farmhouse Cottage 2	\$1,150	20%	39%	41%	\$230	\$472	\$472
Jerdho Preserve-Fixes Hicks	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Jerdho Preserve-Farmhouse Barn	\$1,500	20%	39%	41%	\$300	\$615	\$615
Jerdho Preserve-Dr Carl S Homestead	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Jerdho Preserve-Malcolm House	\$0	20%	39%	41%	\$0	\$0	\$0
Muttontown-Barnswallow Cottage House	\$2,600	20%	39%	41%	\$520	\$1,066	\$1,066
Muttontown-Barnswallow Center	\$4,300	20%	39%	41%	\$860	\$1,763	\$1,763
Muttontown-Chestie Corral	\$300	20%	39%	41%	\$60	\$123	\$123
Muttontown-Chestie Cottage Apartment	\$800	20%	39%	41%	\$160	\$328	\$328
Muttontown-Chestie Lodge Gatehouse	\$2,250	20%	39%	41%	\$450	\$923	\$923
Muttontown-Chestie Living Quarters	\$500	20%	39%	41%	\$100	\$205	\$205
Muttontown-Chestie Maintenance Quarters	\$3,450	20%	39%	41%	\$690	\$1,415	\$1,415
Muttontown-Chestie Wing Office	\$900	20%	39%	41%	\$180	\$369	\$369
Muttontown-Mossau Hall Office 2nd Floor	\$3,072	20%	39%	41%	\$614	\$1,260	\$1,260
Muttontown-Mossau Hall Office 3rd Floor	\$0	20%	39%	41%	\$0	\$0	\$0
Muttontown-Mossau Hall Apartment 1	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Muttontown-Mossau Hall Apartment 2	\$1,350	20%	39%	41%	\$270	\$554	\$554
Muttontown-Mossau Hall Apartment 3	\$1,150	20%	39%	41%	\$230	\$472	\$472
Muttontown-Mossau Hall Horse Stable	\$1,000	20%	35%	41%	\$200	\$410	\$410
Muttontown-Chestie Office 2nd and 3rd Floor	\$1,750	20%	39%	41%	\$350	\$718	\$718
Old Mill Farm Tudor	\$7,265	20%	39%	41%	\$1,441	\$2,954	\$2,954
Old Mill Farm Cape House	\$2,500	20%	39%	41%	\$500	\$1,025	\$1,025
Sands Point-Bowling Alley 1	\$1,500	20%	39%	41%	\$300	\$615	\$615
Sands Point-Bowling Alley 2	\$1,400	20%	39%	41%	\$280	\$574	\$574
Sands Point-Caplan's Quarters	\$2,800	20%	39%	41%	\$560	\$1,148	\$1,148
Sands Point-Corral	\$0	20%	39%	41%	\$0	\$0	\$0
Sands Point-Cottage Apartment	\$1,700	20%	39%	41%	\$340	\$697	\$697
Sands Point-Lane Lodge 1	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Sands Point-Lane Lodge 2	\$2,250	20%	39%	41%	\$450	\$923	\$923
Sands Point-Lane Lodge 3	\$2,000	20%	39%	41%	\$400	\$820	\$820
Sands Point-Wide Fleur	\$6,600	20%	39%	41%	\$1,320	\$2,706	\$2,706
Sands Point-Superintendent's Quarters	\$2,800	20%	39%	41%	\$560	\$1,148	\$1,148
Shamrock Preserve	\$0	20%	39%	41%	\$0	\$0	\$0
Sandwich Estate	\$2,625	20%	39%	41%	\$525	\$1,076	\$1,076
Tackpunch Preserve	\$1,500	20%	39%	41%	\$300	\$615	\$615
Trinity Creek Preserve	\$3,000	20%	39%	41%	\$600	\$1,230	\$1,230
Trout Lake	\$1,650	20%	39%	41%	\$330	\$677	\$677
Welsh Preserve	\$1,300	20%	39%	41%	\$260	\$533	\$533
Sand Point-Horse Stable	\$750	20%	39%	41%	\$150	\$308	\$308

## Schedule A

Property Name	Year 2	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$874
Jericho Preserve-Cheshire House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Flour	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendents's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusah Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Wellwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

## Schedule A

Property Name	Year 3	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$0	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$0	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggles Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chester House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendent's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapush Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Webwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

## Schedule A

Property Name	Year 4		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedarmare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedarmare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedarmare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Cheshire House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttontown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttontown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttontown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttontown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttontown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttontown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttontown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttontown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttontown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	21%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendents's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tackapusah Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Welwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

## Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedamare Preserve-Main House	\$4,000	20%	21%	59%	\$800	\$2,360
Cedamare Preserve-Unit #1	\$1,500	20%	80%	0%	\$300	\$0
Cedamare Preserve-Unit #2	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Cottage	\$2,250	20%	21%	59%	\$450	\$1,328
Eldersfield Preserve-Main House	\$3,000	20%	21%	59%	\$600	\$1,770
Fruggies Farms House	\$2,400	20%	21%	59%	\$480	\$1,416
Jericho Preserve-Carriage Barn	\$1,650	20%	21%	59%	\$330	\$974
Jericho Preserve-Chestro House	\$4,000	20%	21%	59%	\$800	\$2,360
Jericho Preserve-Farmlane Cottage 1	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Farmlane Cottage 2	\$1,150	20%	21%	59%	\$230	\$679
Jericho Preserve-Elias Hicks	\$3,000	20%	21%	59%	\$600	\$1,770
Jericho Preserve-Farmlane Barn	\$1,500	20%	21%	59%	\$300	\$885
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	21%	59%	\$500	\$1,475
Jericho Preserve-Malcolm House	\$0	20%	21%	59%	\$0	\$0
Muttantown-Barnswallow Carriage House	\$2,600	20%	21%	59%	\$520	\$1,534
Muttantown-Barnswallow Center	\$4,300	20%	21%	59%	\$860	\$2,537
Muttantown-Chelsea Caretaker	\$500	20%	21%	59%	\$100	\$295
Muttantown-Chelsea Garage Apartment	\$800	20%	21%	59%	\$160	\$472
Muttantown-Chelsea Lodge Gatehouse	\$2,250	20%	21%	59%	\$450	\$1,328
Muttantown-Chelsea Living Quarters	\$0	20%	21%	59%	\$0	\$0
Muttantown-Chelsea Maintenance Quarters	\$3,450	20%	21%	59%	\$690	\$2,036
Muttantown-Chelsea Wing Office	\$900	20%	21%	59%	\$180	\$531
Muttantown-Nassau Hall Office 2nd Floor	\$3,072	20%	21%	59%	\$614	\$1,812
Muttantown-Nassau Hall Office 3rd Floor	\$2,000	20%	21%	59%	\$400	\$1,180
Muttantown-Nassau Hall Apartment 1	\$2,500	20%	21%	59%	\$500	\$1,475
Muttantown-Nassau Hall Apartment 2	\$1,350	20%	21%	59%	\$270	\$797
Muttantown-Nassau Hall Apartment 3	\$1,150	20%	21%	59%	\$230	\$679
Muttantown-Nassau Hall Horse Stable	\$1,000	20%	21%	59%	\$200	\$590
Muttantown-Chelsea Office 2nd and 3rd Floor	\$1,750	20%	67%	59%	\$350	\$1,033
Old Mill Farms Tudor	\$7,205	20%	21%	59%	\$1,441	\$4,251
Old Mill Farms Cape House	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Bowling Alley 1	\$1,500	20%	21%	59%	\$300	\$885
Sands Point-Bowling Alley 2	\$1,400	20%	21%	59%	\$280	\$826
Sands Point-Captain's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Sands Point-Caretaker	\$2,500	20%	21%	59%	\$500	\$1,475
Sands Point-Garage Apartment	\$1,700	20%	21%	59%	\$340	\$1,003
Sands Point-Lane Lodge 1	\$3,000	20%	21%	59%	\$600	\$1,770
Sands Point-Lane Lodge 2	\$2,250	20%	21%	59%	\$450	\$1,328
Sands Point-Lane Lodge 3	\$2,000	20%	21%	59%	\$400	\$1,180
Sands Point-Mille Fleur	\$6,600	20%	21%	59%	\$1,320	\$3,894
Sands Point-Superintendents's Quarters	\$2,800	20%	21%	59%	\$560	\$1,652
Shattuck Preserve	\$0	20%	21%	59%	\$0	\$0
Smithers Estate	\$2,625	20%	21%	59%	\$525	\$1,549
Tockopush Preserve	\$1,500	20%	21%	59%	\$300	\$885
Tiffany Creek Preserve	\$3,000	20%	21%	59%	\$600	\$1,770
Trout Lake	\$1,650	20%	21%	59%	\$330	\$974
Welwyn Preserve	\$1,300	20%	21%	59%	\$260	\$767
Sand Point-Horse Stable	\$750	20%	21%	59%	\$150	\$443

**WILLIAM J. MULLER III**  
CLERK OF THE LEGISLATOR



PHONE: 516 571-4252  
FAX: 516 571-4217

**NASSAU COUNTY LEGISLATURE**  
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

July 18, 2014

Smith & Drake Realty Corp  
Attn: Marty Schackner  
27 East Jericho Turnpike  
Mineola, New York 11501

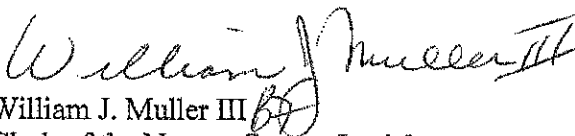
Re: Contract # 14000005     \$.01

Dear Mr. Schackner:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of Parks, Recreation & Museums.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

  
William J. Muller III  
Clerk of the Nassau County Legislature

WJM/bf

**\*THIS DOCUMENT IS DOUBLE-SIDED\***

Contract ID#: CQPK06000052 -10



Department: Parks, Rec & Museums

SERIAL: Land Mark Unit Administration

**E-137-14**

### Contract Details

NIFS ID #: CL0K14000005 NIFS Entry Date: 5/4/14 Term: Original 11/1/2006-10/31/2016

New	Renewal
Amendment	XXX
Time Extension	<input type="checkbox"/>
Addl Funds	XXX
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt: § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

### Agency Information

Vendor	
Name: Smith & Drake Realty Corp d/b/a Smith & Degroat Real Estate	Vendor ID# 02-0763626
Address 27 East Jericho Turnpike Mineola, New York 11501	Contact Person: Marty Schackner
	Phone 516 248 6905

County Department
Department Contact Eileen Krieb Parks Department
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone (516) 572-0238

### Routing Slip

Brian Nugent, Chief Dep. Commissioner

Date 5/2/14

Frank Camerlengo, Dep. Commissioner

Date 5/9/14

Eileen Krieb, CSR

Date 5/16/14

DATE RES	DEPARTMENT	Internal Verification	DATE APPROVAL	SIGNATURE	Leg. Approval Required
<u>5/13/14</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>5/10/14</u>	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<u>5/16/14</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	<u>5/16/14</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<u>5/16/14</u>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<u>5/20/14</u>	<i>Gregory C. May</i>	
	County Attorney	NIFS Approval	<u>6/6/14</u>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<u>6/11/14</u>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<u>7/21/14</u>	<i>[Signature]</i>	



Contract ID#: CQPK06000052 -10



Department: Parks, Rec &amp; Museums

## Contract Summary

<b>Description:</b> Amendment to an agreement with Smith & DeGroat Real Estate (S&D) for the management of the Landmark Units
<b>Purpose:</b> The amendment increases the reserve for capital improvements and authorizes S&D to perform repairs and together improvements to certain units using both monies paid by the permittees.
<b>Method of Procurement:</b> S&D was procured via Request for Proposals issued on December 15, 2005. Five written proposals were received. S&D was the lowest bidder. A contract for five (5) year term was entered into with S&D in 2006 as a result of the RFP. The agreement was renewed in 2012 for an additional 5 years in accordance with the terms of the agreement.
<b>Procurement History:</b> See "Method of Procurement" above
<b>Description of General Provisions:</b> This amendment increases the reserve for repairs and capital improvements contained in the contract dated 2012 from 206,000 to \$450,000 for year 2014 thereafter adjusting back to 96,000 for 2015 and 2016. The increase is necessary to complete essential preventative maintenance repairs to various landmark units so that they do not deteriorate.  Additionally two new subsection to the original contract shall be added to include the Lannin Carriage House at Eisenhower Park and the cottage at 167 Cove Road in Oyster Bay Cove
<b>Impact on Funding / Price Analysis:</b> The amendments made to S&D's contract by this amendment will increase monthly revenues by \$4500.
<b>Change in Contract from Prior Procurement:</b> See "Description of General Provisions" above
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	
Control:	PK
Resp:	
Object:	
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX/OBJECT CODE	AMOUNT
10	pkgen 1100 de 500	\$
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 2.01</b>

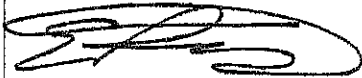


 Document  
Prepared By: *Alen prob*

 Date: *5/9/14*

Contract ID#: CQPK06000052 - 10



Department: Parks, Rec & Museums

NIRS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIRS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date	5/21/14
Date	7/7/14	Date	7/7/14	(For Office Use Only) E #:	

E-137-14

RULES RESOLUTION NO. 160 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-2-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate.

RULES RESOLUTION NO.    – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND SMITH & DRAKE REALTY CORP. D/B/A SMITH & DEGROAT REAL ESTATE.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, in relation to operation, maintenance and improvement of certain residential and commercial units known as the landmark units located on various park and open space properties within the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Smith & Drake Realty Corp d/b/a Smith & DeGroat Real Estate

CONTRACTOR ADDRESS: 27 E Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID # 02-0763626

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.** The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 10, 2006.. This is an amendment 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 a request for Proposals was issued. Then Contractor was the lowest bidder.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation

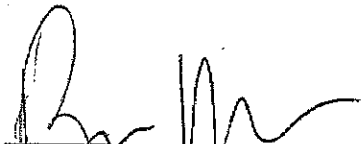
of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
Brian Nugent  
Chief Deputy Commissioner

5/12/14  
Date

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

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

## AMENDMENT NO. 7

This **AMENDMENT**, dated as of the date this amendment is executed by the County Executive or his duly designated deputy (together with the appendix attached hereto, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Parks, Recreation and Museums (the "Department"), having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554, and (ii) Smith & Drake Realty Corp. d/b/a Smith & DeGroat Real Estate, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

### **WITNESSETH:**

**WHEREAS**, pursuant to County contract number CQPK06000052 between the County and the Contractor and as amended by Amendment Nos. CLPK07000001, CLPK08000001, CLPK09000001, CLPK10000001 and CLPK11000011 (as amended, the "Original Agreement"), the Contractor performs certain services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

**WHEREAS**, the term of the Original Agreement commenced November 1, 2006 and terminates on October 31, 2016 (the "Original Term");

**WHEREAS**, the County wishes to amend the Original Agreement to increase the emergency repair and capital improvement reserve provided for under the Original Agreement for 2012, to add additional units to the scope of the Original Agreement and provide for the renovation and repair of existing units; and

**WHEREAS**, the Contractor is amenable to the amendments made by this Amendment.

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

1. Amendment to List of Units Under Management. Schedule A as attached to the Original Agreement is hereby replaced with Schedule A attached to this Amendment.

2. Repair and Capital Improvement Reserve. Section 2 of Amendment 6, which amended Section 3(b) of the Original Agreement, shall be amended such that, for the year 2014, the amount to be reserved for repairs and capital improvements shall be increased from Two Hundred-Six Thousand and 00/100 Dollars (\$206,000.00) to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00). Such amount shall be deposited into the reserve in quarterly deposits of One Hundred-Twelve Thousand Fifty and 00/100 Dollars (\$112,050.00). The amount to be reserved for years 2015 and 2016 for repairs and capital improvements shall remain at Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

3. Lannin Carriage House at Eisenhower Park: Section 5 of the Original Agreement shall be amended to add a new subsection (h) to read as follows:

"(h) Lannin Carriage House (i) Contractor, shall undertake such improvements described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement

"(ii) Contractor acknowledges that the Renovation Agreement terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the



revenues generated from license fees for Lannin Carriage House as listed on Schedule A, remaining after the payment of the Contractor's Management Fee, shall be deposited into the reserve required under Section 3(b) of this Agreement.

4. Cottage at 167 Cove Road, Oyster Bay Cove, NY Section 5 of the Original Agreement shall be amended to add a new subsection (i) to read as follows:

"(i) Cottage at 167 Cove Road (the "Cottage"). (i) Contractor, shall undertake such improvements described in such plan. The Contractor shall be entitled to be paid a construction management fee for the management of such renovations, to be paid in accordance with the terms and conditions of this Agreement

"(ii) Contractor acknowledges that the Renovation Agreement terms and conditions for the use of the fees generated by the occupancy of such unit. Notwithstanding anything contained in this Section 5, the revenues generated from license fees for the Cottage as listed on Schedule A, remaining after the payment of the Contractor's Management Fee, shall be deposited into the reserve required under Section 3(b) of this Agreement.

6. Terms Subject to Agreement and Appropriation. (a) Section 2 of this Amendment and payment of the Additional Funds to the Contractor are subject to the appropriation by the Nassau County Legislature of the Additional Funds for the purposes set forth in this Amendment.

(b) Section 3 of this Amendment shall be subject to the approval by the Nassau County Legislature and execution by the County Executive of the Renovation Agreement.

(c) Section 4 of this Amendment shall be subject to the approval by the Rules Committee of the Nassau County Legislature and execution by the Commissioner of the Department of the License Agreement.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01F56826026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## Schedule A

Property Name	Year 3		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedarnore Preserve-Main House	\$0	20%	40%	40%	\$0	\$0
Cedarnore Preserve-Unit #1	\$1,550	20%	80%	0%	\$0	\$0
Lannin Carriage House	\$1,000	20%	40%	40%	\$0	\$400
Eldersfield Preserve-Cottage	\$800	20%	40%	40%	\$160	\$320
Eldersfield Preserve-Main House	\$3,000	20%	40%	40%	\$600	\$1,200
Fruggies Farms House	\$2,250	20%	40%	40%	\$450	\$900
Jericho Preserve-Carriage Barn	\$1,850	20%	40%	40%	\$370	\$740
Jericho Preserve-Cheshire House	\$4,000	20%	40%	40%	\$800	\$1,600
Jericho Preserve-Familane Cottage 1	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Familane Cottage 2	\$1,150	20%	40%	40%	\$230	\$460
Jericho Preserve-Elias Hicks	\$3,000	20%	40%	40%	\$600	\$1,200
Jericho Preserve-Familane Barn	\$1,500	20%	40%	40%	\$300	\$600
Jericho Preserve-Dr Carl S Homestead	\$2,500	20%	40%	40%	\$500	\$1,000
Jericho Preserve-Malcolm House	\$0	20%	40%	40%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,600	20%	40%	40%	\$520	\$1,040
Muttontown-Barnswallow Center	\$4,300	20%	40%	40%	\$860	\$1,720
Muttontown-Chelsea Caretaker	\$800	20%	40%	40%	\$160	\$320
Muttontown-Chelsea Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Muttontown-Chelsea Lodge Gatehouse	\$2,250	20%	40%	40%	\$450	\$900
Muttontown-Chelsea Living Quarters	\$300	20%	40%	40%	\$60	\$120
Muttontown-Chelsea Maintenance Quarters	\$3,700	20%	40%	40%	\$740	\$1,480
Muttontown-Chelsea Wing Office	\$900	20%	40%	40%	\$180	\$360
Muttontown-Nassau Hall Office 2nd Floor	\$2,000	20%	40%	40%	\$400	\$800
Muttontown-Nassau Hall Office 3rd Floor	\$1,900	20%	40%	40%	\$380	\$760
Muttontown-Nassau Hall Apartment 1	\$3,000	20%	40%	40%	\$600	\$1,200
Muttontown-Nassau Hall Apartment 2	\$1,350	20%	40%	40%	\$270	\$540
Muttontown-Nassau Hall Apartment 3	\$1,150	20%	40%	40%	\$230	\$460
Muttontown-Nassau Hall Horse Stable	\$1,000	20%	40%	40%	\$200	\$400
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,250	20%	40%	40%	\$250	\$500
Old Mill Farms Tudor	\$7,505	20%	40%	40%	\$1,501	\$3,002
Old Mill Farms Cape House	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Bowling Alley 1	\$1,650	20%	40%	40%	\$330	\$660
Sands Point-Bowling Alley 2	\$1,400	20%	40%	40%	\$280	\$560
Sands Point-Captain's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Sands Point-Caretaker	\$2,500	20%	40%	40%	\$500	\$1,000
Sands Point-Garage Apartment	\$1,700	20%	40%	40%	\$340	\$680
Sands Point-Lane Lodge 1	\$3,000	20%	40%	40%	\$600	\$1,200
Sands Point-Lane Lodge 2	\$2,250	20%	40%	40%	\$450	\$900
Sands Point-Lane Lodge 3	\$2,000	20%	40%	40%	\$400	\$800
Sands Point-Mille Fleur	\$6,600	20%	40%	40%	\$1,320	\$2,640
Sands Point-Superintendent's Quarters	\$2,800	20%	40%	40%	\$560	\$1,120
Shattuck Preserve	\$0	20%	40%	40%	\$0	\$0
Smithers Estate	\$3,500	20%	40%	40%	\$700	\$1,400
Tockapusah Preserve	\$1,500	20%	40%	40%	\$300	\$600
Tiffany Creek Preserve	\$3,750	20%	40%	40%	\$750	\$1,500
Trout Lake	\$1,650	20%	40%	40%	\$330	\$660
Wellwyn Preserve	\$1,300	20%	40%	40%	\$260	\$520
167 Cove Road	\$2,500	20%	40%	40%	\$500	\$1,000

Schedule A

Property Name	Year 4		Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee	Proposer's Monthly Percentage				
Cedamare Preserve-Main House	\$0	20%	30%	50%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,597	20%	80%	0%	\$319	\$0
Lonnin Carriage House	\$1,030	20%	30%	50%	\$206	\$515
Eldersfield Preserve-Cottage	\$824	20%	30%	50%	\$165	\$412
Eldersfield Preserve-Main House	\$3,090	20%	30%	50%	\$618	\$1,545
Frugges Farms House	\$2,318	20%	30%	50%	\$464	\$1,159
Jericho Preserve-Carriage Barn	\$1,906	20%	30%	50%	\$381	\$953
Jericho Preserve-Cheshire House	\$4,120	20%	30%	50%	\$824	\$2,060
Jericho Preserve-Farmlane Cottage 1	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Farmlane Cottage 2	\$1,185	20%	30%	50%	\$237	\$593
Jericho Preserve-Elias Hicks	\$3,090	20%	30%	50%	\$618	\$1,545
Jericho Preserve-Farmlane Barn	\$1,545	20%	30%	50%	\$309	\$773
Jericho Preserve-Dr Carl S Homestead	\$2,575	20%	30%	50%	\$515	\$1,288
Jericho Preserve-Molcolm House	\$0	20%	30%	50%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,678	20%	30%	50%	\$536	\$1,339
Muttontown-Barnswallow Center	\$4,429	20%	30%	50%	\$886	\$2,215
Muttontown-Chelsea Caretaker	\$824	20%	30%	50%	\$165	\$412
Muttontown-Chelsea Garage Apartment	\$1,751	20%	30%	50%	\$350	\$876
Muttontown-Chelsea Lodge Gatehouse	\$2,318	20%	30%	50%	\$464	\$1,159
Muttontown-Chelsea Living Quarters	\$309	20%	30%	50%	\$62	\$155
Muttontown-Chelsea Maintenance Quarters	\$3,811	20%	30%	50%	\$762	\$1,906
Muttontown-Chelsea Wing Office	\$927	20%	30%	50%	\$185	\$464
Muttontown-Nassau Hall Office 2nd Floor	\$2,060	20%	30%	50%	\$412	\$1,030
Muttontown-Nassau Hall Office 3rd Floor	\$1,957	20%	30%	50%	\$391	\$979
Muttontown-Nassau Hall Apartment 1	\$3,090	20%	30%	50%	\$618	\$1,545
Muttontown-Nassau Hall Apartment 2	\$1,391	20%	30%	50%	\$278	\$696
Muttontown-Nassau Hall Apartment 3	\$1,185	20%	30%	50%	\$237	\$593
Muttontown-Nassau Hall Horse Stable	\$1,030	20%	30%	50%	\$206	\$515
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,288	20%	30%	50%	\$258	\$644
Old Mill Farms Tudor	\$7,730	20%	30%	50%	\$1,546	\$3,865
Old Mill Farms Cape House	\$2,575	20%	30%	50%	\$515	\$1,288
Sands Point-Bowling Alley 1	\$1,700	20%	30%	50%	\$340	\$850
Sands Point-Bowling Alley 2	\$1,442	20%	30%	50%	\$288	\$721
Sands Point-Captain's Quarters	\$2,884	20%	30%	50%	\$577	\$1,442
Sands Point-Caretaker	\$2,575	20%	30%	50%	\$515	\$1,288
Sands Point-Garage Apartment	\$1,751	20%	30%	50%	\$350	\$876
Sands Point-Lane Lodge 1	\$3,090	20%	30%	50%	\$618	\$1,545
Sands Point-Lane Lodge 2	\$2,318	20%	30%	50%	\$464	\$1,159
Sands Point-Lane Lodge 3	\$2,060	20%	30%	50%	\$412	\$1,030
Sands Point-Mille Fleur	\$6,798	20%	30%	50%	\$1,360	\$3,399
Sands Point-Superintendent's Quarters	\$2,884	20%	30%	50%	\$577	\$1,442
Shattuck Preserve	\$0	20%	30%	50%	\$0	\$0
Smithers Estate	\$3,605	20%	30%	50%	\$721	\$1,803
Tackapusah Preserve	\$1,545	20%	30%	50%	\$309	\$773
Tiffany Creek Preserve	\$3,863	20%	30%	50%	\$773	\$1,932
Trout Lake	\$1,700	20%	30%	50%	\$340	\$850
Welwyn Preserve	\$1,339	20%	30%	50%	\$268	\$670
167 Cave Road	\$2,575	20%	30%	50%	\$515	\$1,288

Schedule A

Property Name	Year 5	Proposer's Monthly Percentage	Capital Reserve Repairs Maintenance and Insurance	Monthly Net Revenue to the County (Percentage)	SD	COUNTY
	Projected U&O Fee					
Cedamare Preserve-Main House	\$0	20%	25%	55%	\$0	\$0
Cedamare Preserve-Unit #1	\$1,645	20%	80%	0%	\$329	\$0
Lannin Carriage House	\$1,061	20%	25%	55%	\$212	\$584
Eldersfield Preserve-Cottage	\$849	20%	25%	55%	\$170	\$467
Eldersfield Preserve-Main House	\$3,183	20%	25%	55%	\$637	\$1,751
Fruggies Farms House	\$2,388	20%	25%	55%	\$478	\$1,313
Jericho Preserve-Carriage Barn	\$1,963	20%	25%	55%	\$393	\$1,080
Jericho Preserve-Cheshire House	\$4,244	20%	25%	55%	\$849	\$2,334
Jericho Preserve-Farmlane Cottage 1	\$1,591	20%	25%	55%	\$318	\$875
Jericho Preserve-Farmlane Cottage 2	\$1,221	20%	25%	55%	\$244	\$672
Jericho Preserve-Elias Hicks	\$3,183	20%	25%	55%	\$637	\$1,751
Jericho Preserve-Farmlane Barn	\$1,591	20%	25%	55%	\$318	\$875
Jericho Preserve-Dr Carl S Homestead	\$2,652	20%	25%	55%	\$530	\$1,459
Jericho Preserve-Malcolm House	\$0	20%	25%	55%	\$0	\$0
Muttontown-Barnswallow Carriage House	\$2,758	20%	25%	55%	\$552	\$1,517
Muttontown-Barnswallow Center	\$4,562	20%	25%	55%	\$912	\$2,509
Muttontown-Chelsea Caretaker	\$849	20%	25%	55%	\$170	\$467
Muttontown-Chelsea Garage Apartment	\$1,804	20%	25%	55%	\$361	\$992
Muttontown-Chelsea Lodge Gatehouse	\$2,388	20%	25%	55%	\$478	\$1,313
Muttontown-Chelsea Living Quarters	\$318	20%	25%	55%	\$64	\$175
Muttontown-Chelsea Maintenance Quarters	\$3,925	20%	25%	55%	\$785	\$2,159
Muttontown-Chelsea Wing Office	\$955	20%	25%	55%	\$191	\$525
Muttontown-Nassau Hall Office 2nd Floor	\$2,122	20%	25%	55%	\$424	\$1,167
Muttontown-Nassau Hall Office 3rd Floor	\$2,016	20%	25%	55%	\$403	\$1,109
Muttontown-Nassau Hall Apartment 1	\$3,183	20%	25%	55%	\$637	\$1,751
Muttontown-Nassau Hall Apartment 2	\$1,433	20%	25%	55%	\$287	\$788
Muttontown-Nassau Hall Apartment 3	\$1,221	20%	25%	55%	\$244	\$672
Muttontown-Nassau Hall Horse Stable	\$1,061	20%	25%	55%	\$212	\$584
Muttontown-Chelsea Office 2nd and 3rd Floor	\$1,327	20%	67%	55%	\$265	\$730
Old Mill Farms Tudor	\$7,962	20%	25%	55%	\$1,592	\$4,379
Old Mill Farms Cope House	\$2,452	20%	25%	55%	\$530	\$1,459
Sands Point-Bowling Alley 1	\$1,751	20%	25%	55%	\$350	\$963
Sands Point-Bowling Alley 2	\$1,485	20%	25%	55%	\$297	\$817
Sands Point-Captain's Quarters	\$2,971	20%	25%	55%	\$594	\$1,634
Sands Point-Caretaker	\$2,652	20%	25%	55%	\$530	\$1,459
Sands Point-Garage Apartment	\$1,804	20%	25%	55%	\$361	\$992
Sands Point-Lane Lodge 1	\$3,183	20%	25%	55%	\$637	\$1,751
Sands Point-Lane Lodge 2	\$2,388	20%	25%	55%	\$478	\$1,313
Sands Point-Lane Lodge 3	\$2,122	20%	25%	55%	\$424	\$1,167
Sands Point-Mille Fleur	\$7,002	20%	25%	55%	\$1,400	\$3,851
Sands Point-Superintendent's Quarters	\$2,971	20%	25%	55%	\$594	\$1,634
Shotuck Preserve	\$0	20%	25%	55%	\$0	\$0
Smithers Estate	\$3,713	20%	25%	55%	\$743	\$2,042
Tockapusah Preserve	\$1,591	20%	25%	55%	\$318	\$875
Tiffany Creek Preserve	\$3,979	20%	25%	55%	\$796	\$2,188
Trout Lake	\$1,751	20%	25%	55%	\$350	\$963
Wellwyn Preserve	\$1,379	20%	25%	55%	\$276	\$758
167 Cove Road	\$2,652	20%	25%	55%	\$530	\$1,459

# Schedule B

## LANDMARK PROPERTIES 2014 BUDGET

Project	Original	Changes	Revised
Chelsea Mansion			
Repair stairs leading to offices	\$ 15,000		\$ 15,000
Nassau Hall			
Replace HVAC units	20,000		20,000
Barnswallow Center			
Roof removal & replacement and exterior painting	35,000		35,000
Nassau Hall Gatehouse Apartments			
Exterior painting	25,000		25,000
Cedarmere Preserve			
Main House	200,000		200,000
Malcolm House			
Lead abatement and scraping to prepare house for priming and painting	30,000		30,000
Tiffany Creek Preserve			
Roof removal & replacement	15,000		15,000
Over Budget Spending Due to Hurricane, Chelsea Kitchen, Extras on Cedarmere, Higher Move Outs, Cesspool Issues	50,000		50,000
Contingency	11,786		11,786
Total	401,786	-	401,786
CM Fees	12% 48,214	-	48,214
Total with CM Fees	\$ 450,000	\$ -	\$ 450,000

Note: Does not include road repairs needed at Sands Point Preserve and Tiffany Creek Preserve.

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
09/16/2013

PRODUCER

Serial # 2814

PROFESSIONAL LIABILITY CONSULTING SERVICES, INC.  
45 KNOLLWOOD ROAD - SUITE 202  
ELMSFORD, NY 10523  
(914) 592-6505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A HOUSTON CASUALTY COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

SMITH & DRAKE REALTY CORP.  
DBA: SMITH & DEGROAT REAL ESTATE  
27 EAST JERICO TURNPIKE  
MINEOLA, NY 11501

**COVERAGES**

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.

DO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY OCC \$
	<input type="checkbox"/> PREMISES/OPERATIONS				BODILY INJURY AGG \$
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE OCC \$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> PERSONAL INJURY				
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER \$
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY INSURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000 DEDUCTIBLE: \$5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PROOF OF PROFESSIONAL LIABILITY COVERAGE

**CERTIFICATE HOLDER**

SMITH & DRAKE REALTY CORP.  
DBA: SMITH & DEGROAT REAL ESTATE  
27 EAST JERICO TURNPIKE  
MINEOLA, NY 11501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF YOUR INSURANCE AGENCY

ACORD 25-N (1/95)

©ACORD CORPORATION 1988

COMMON POLICY DECLARATIONS		Policy Number
Renewal of CF51603169	<b>SCOTTSDALE INSURANCE COMPANY<sup>3</sup></b> Home Office: One Nationwide Plaza • Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258 1-800-423-7675 A STOCK COMPANY	<b>GPS1821936</b>
<b>ITEM 1. Named Insured and Mailing Address</b>		
SMITH & DRAKE REALTY CORP. DBA: SMITH & DEERCAT REAL ESTATE 27 EAST CERRILLO CIRCLE MTVHOLA, NY 11551		
<b>Agent Name and Address</b>		
RISK PLACEMENT SERVICES, INC. 50 CHARLES LINDBERGH BLVD STE. 607 UNIONDALE, NY 11553		
<b>Agent No.:</b> 31031	<b>Program No.:</b> 3004	
<b>ITEM 2. Policy Period</b>		
From: 10/01/2013 To: 10/01/2014 Term: 365 DAYS		
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.		

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 11,160
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
<b>THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.</b>	Total Policy Premium: \$ 11,160.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	Policy Total: \$ 11,160.00

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

Total Policy Premium: \$ 41,160.00

Policy Total: \$ 14,250.00

Ende a part of this policy at time of issue.

## AND ENDORSEMENTS

**SIMON PASTON & SONS AGENCY**  
**INSURANCE SPECIALISTS**



381 SUNRISE HIGHWAY - P.O. BOX 747  
LYNSBROOK, NY 11563-3000  
516-593-2220 718-481-9000 212-319-7810  
FAX # 516-593-2605 516-593-2616

BY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH  
ONE(S) COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY,  
COMPLETE THE ABOVE NUMBERED POLICY.

"MURDER"

"SPS" Unione (RPS/SC)

912624, 505

**eLANY**  
EXCESS LINE ASSOCIATION  
OF NEW YORK

This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law 10/25/2013

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



Renewal of <u>CPS1663159</u>	<b>SCOTTSDALE INSURANCE COMPANY*</b> Home Office: One Nationwide Plaza • Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258 1-800-423-7675 A STOCK COMPANY	Policy Number <u>CPS1821936</u>
<b>ITEM 1. Named Insured and Mailing Address</b>		
SMITH & BRAD REALTY CORP. 27A:SMITH & BRAD REALTY CORP 27 EAST JERICHO TRKE MINEOLA, NY 11501		
<b>Agent Name and Address</b>		
ALER PLACEMENT SERVICES, INC. 50 CHARLES WYNDBERG RD STE. 602 UNIONDALE, NY 11553		
Agent No.: <u>3100</u>		Program No.: <u>NONE</u>
<b>ITEM 2. Policy Period</b>	From: <u>12/01/2013</u>	To: <u>10/01/2014</u>
Term: <u>365 DAYS</u>		
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.		

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 41,160
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
Total Policy Premium:	\$ 41,160.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Policy Total:	\$ 41,160.00

STEWARTSVILLE, NJ  
10/21/2013  
VK/PR

Veronica J. Hinkley

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



# SCOTTSDALE INSURANCE COMPANY®

## SCHEDULE OF LOCATIONS

Policy No. CP91621935 Effective Date 12/01/2013  
12:01 A.M. Standard Time  
Named Insured SMITH & DRAKE REALTY CORP. Agent No. 31301

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
1		27 EAST JERICHO TRAIL, MINNEAPOLIS, MN 55401	REAL ESTATE MANAGING AGENT



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CP5102-935	10/01/2013	SMITH & BRANK REALTY CORP.	31001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

SUPERINTENDENT OF INSURANCE

ONE COMMERCE PLAZA, SUITE 1700

ALBANY, NY 12257

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**SCOTTSDALE INSURANCE COMPANY\***  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL DECLARATIONS**

Policy No. CS91821935 Effective Date 10/01/2013  
12:01 A.M., Standard Time

Named Insured SMITH & BRACE REALTY CORP. Agent No. 31331

Item 1. Limits of Insurance		
Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ <u>1,000,000</u>	Products/ Completed Operations Aggregate
	\$ <u>2,000,000</u>	General Aggregate (other than Products/ Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ <u>1,000,000</u>	any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	\$ <u>100,000</u>	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ <u>1,000,000</u>	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ <u>5,000</u>	any one person subject to the Coverage A occurrence and the General Aggregate Limits
Item 2. Description of Business		

**Form of Business:**

- ☐ Individual
☐ Partnership
☐ Joint Venture
☐ Trust
☐ Limited Liability Company  
☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

**Item 3. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

**Item 4. Premiums**

Coverage Part Premium:	\$ <u>39,200</u>
Other Premium:	\$ <u></u>
Total Premium:	\$ <u>39,200</u>

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

POLICY NUMBER: CG21160413

COMMERCIAL GENERAL LIABILITY  
CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description of Professional Services
1. "ANY AND ALL PROFESSIONAL EXPOSURES"
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

POLICY NUMBER: CUS1821935

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE COUNTY OF NASSAU, DEPT. OF PARKS ONE WEST STREET MINEOLA, NY 11550	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
09/16/2013

## PRODUCER

Serial # 2814

PROFESSIONAL LIABILITY CONSULTING SERVICES, INC.  
45 KNOLLWOOD ROAD - SUITE 202  
ELMSFORD, NY 10523  
(914) 592-6505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A HOUSTON CASUALTY COMPANY

COMPANY B

COMPANY C

COMPANY D

## INSURED

SMITH & DRAKE REALTY CORP.  
DBA: SMITH & DEGROAT REAL ESTATE  
27 EAST JERICHO TURNPIKE  
MINEOLA, NY 11501

## COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
<input type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY OCC \$
<input type="checkbox"/>	PREMISES/OPERATIONS				BODILY INJURY AGG \$
<input type="checkbox"/>	UNDERGROUND				PROPERTY DAMAGE OCC \$
<input type="checkbox"/>	EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
<input type="checkbox"/>	PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$
<input type="checkbox"/>	CONTRACTUAL				BI & PD COMBINED AGG \$
<input type="checkbox"/>	INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE				
<input type="checkbox"/>	PERSONAL INJURY				
	AUTOMOBILE LIABILITY				
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE \$
<input type="checkbox"/>	HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/>	NON-OWNED AUTOS				
<input type="checkbox"/>	GARAGE LIABILITY				
	EXCESS LIABILITY				
<input type="checkbox"/>	UMBRELLA FORM				EACH OCCURRENCE \$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
<input type="checkbox"/>	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				WC STATUTORY LIMITS OTH-ER
<input type="checkbox"/>	OTHER				EL EACH ACCIDENT \$
<input type="checkbox"/>	INCL				EL DISEASE - POLICY LIMIT \$
<input type="checkbox"/>	EXCL				EL DISEASE - EA EMPLOYEE \$
A	PROFESSIONAL LIABILITY INSURANCE	H713-101700	9/14/2013	9/14/2014	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000 DEDUCTIBLE: \$5,000

DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLE(S)/SPECIAL ITEMS

PROOF OF PROFESSIONAL LIABILITY COVERAGE

## CERTIFICATE HOLDER

SMITH & DRAKE REALTY CORP.  
DBA: SMITH & DEGROAT REAL ESTATE  
27 EAST JERICHO TURNPIKE  
MINEOLA, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF YOUR INSURANCE AGENCY

ACORD 25-N (6/95)

©ACORD CORPORATION 1995