

Contract ID#:



Department: DPW/County Attorney

CLPW16000029

Contract Details

SERVICES: Special Counsel

E-233-16

NIFS ID #: CLPW14000002 NIFS Entry Date: 9/14/16 Term: March 11, 2013 – March 10, 2016

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Albanese & Albanese, LLP	Vendor ID# 111584398	Department Contact Lisa Locurto	
Address 1050 Franklin Avenue Garden City, New York 11530	Contact Person Bruce Migatz	Address One West St., Mineola	
	Phone (516) 248-7000	Phone 516-571-3033	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Apply'd & Exp'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/14/16	<i>[Signature]</i>	
9/22/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/23/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/27/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	9/27/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/29/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
9/30/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/30/16	<i>[Signature]</i>	



Contract Summary

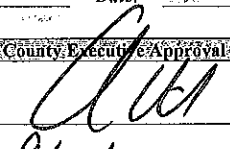
Description: Amendment #1 to outside counsel contract.
Purpose: This is an amendment to an outside counsel contract to represent the County by handling claims arising out of Superstorm Sandy. The amendment renews the contract, extending the term by one (1) year.
Method of Procurement: Contract amendment. See procurement history below.
Procurement History: A Request for Qualification was issued and a panel established. Albanese & Albanese, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$0.01
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PW	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1	PWSSWG110 DE500	\$0.01
Control:	SSW	County		\$	2		\$
Resp:	6110	Federal		\$	3		\$
Object:	DE500	State		\$	4		\$
Transaction:	CL	Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$0.01	TOTAL		\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 9/24/16
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Albanese & Albanese, LLP

2. Dollar amount requiring NIFA approval: \$ \$0.01

Amount to be encumbered: \$ \$0.01 *1/12 9/12*

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: 03/11/2013-03/10/2016

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

If yes, please explain: Contractor continuing services as amendment is sent through approvals.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☐ Capital Improvement Fund (CAP) State %
☐ Other County % 100

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:

This is an amendment to an outside counsel contract to represent the County by handling claims arising out of Superstorm Sandy. The amendment renews the contract, extending the term by one (1) year.

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.

 9/27/16

Signature Title Date

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.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. -- 2016

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 PUBLIC WORKS AND THE
NASSAU COUNTY ATTORNEY'S OFFICE, AND ALBANESE &
ALBANESE, LLP

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Albanese & Albanese, LLP to provide legal
services, 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 authorize the County Executive to execute the said amendment
to an agreement with Albanese & Albanese, LLP

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: Albanese & Albanese, LLP

CONTRACTOR ADDRESS: 1050 Franklin Avenue, Garden City, New York 11530

FEDERAL TAX ID #: 111584398

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

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

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

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

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

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

The contract was originally executed by Nassau County on March 11, 2014. 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 a Request for Qualifications was issued and a panel established. Albanese & Albanese LLP was selected from the panel based on the firm's experience, expertise in the subject matter, and availability.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a

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

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

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

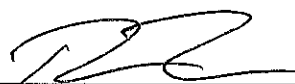
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.


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

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

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

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



Department Head Signature


Date

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

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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: Albanese & Albanese, LLP

Dated: 05/20/2016

Signed: 

Print Name: Joseph R. Albanese

Title: Managing Partner

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Vincent M. Albanese, Esq.
Date of birth 12 / 17 / 1926
Home address 60 Andover Court
City/state/zip Plandome Manor, New York 11030
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

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

President / / Treasurer / /

Chairman of Board / / Shareholder / /

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President / /

(Other)

All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York

3. Do you have an equity interest in the business submitting the questionnaire?
YES: X NO If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO
If Yes, provide details.
I have an ownership interest, directly or indirectly, in the following business organizations. See attached schedule.

5(a) Albanese Partners LLC, Albanese 1055 LLC, 1055 Franklin LLC, 1001 Realty LLC and 1140 Realty LLC

VMA Realty I Partners LLC –

- Albanese Garden City LLC, Garden City Center Associates LP
- Albanese Renaissance, Renaissance Development LLC, Renaissance Development II LLC and 1122 Franklin, LLC

VMA Realty II Partners LLC –

- Albanese Chelsea LLC, Chelsea Associates LLC
- Albanese BPC LLC, River Terrace Associates LLC
- Albanese North End LLC, North End Associates LLC
- Albanese West Chelsea LLC, West Chelsea Partners LLC
- Albanese West 37th Street LLC, West 37th Street Partners LLC

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

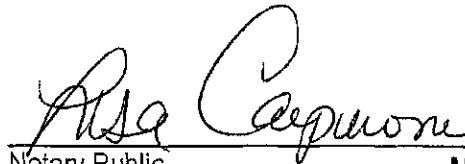
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for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

CERTIFICATION

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

I, Vincent M. Albanese, 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 18 day of May 2016



Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA6159354
Qualified in Nassau County
Commission Expires January 18, 2019

ALBANESE & ALBANESE LLP

Name of submitting business

Vincent M. Albanese

Print name



Signature

Signature

Partner

Title

05 / 18 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph R. Albanese, Esq.
Date of birth 9 / 22 / 31
Home address 107 Revere Road
City/state/zip Manhasset, New York 11030
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) / /

All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York

3. Do you have an equity interest in the business submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details.

I have a limited partnership interest in Albanese 1055 LLC, 1055 Franklin LLC, 1001 Realty LLC and 1040 Realty LLC.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

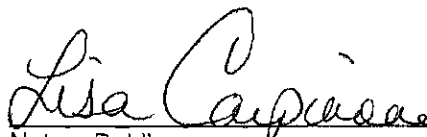
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for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

CERTIFICATION

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

I, Joseph R. Albanese, 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 18 day of May 2016



Notary Public


LISA CARPINONE
Notary Public, State of New York
No. 10CA6159354
Qualified in Nassau County
Commission Expires January 18, 2019

ALBANESE & ALBANESE LLP

Name of submitting business

Joseph R. Albanese

Print name



Signature

Partner

Title

05 / 18 / 2016

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Gary R. Steinberg, Esq.
Date of birth 9 / 11 / 51
Home address 2052 Beverly Way
City/state/zip Merrick, New York 11566
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached – None

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

President	____/____/____	Treasurer	____/____/____	All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York
Chairman of Board	____/____/____	Shareholder	____/____/____	
Chief Exec. Officer	____/____/____	Secretary	____/____/____	
Chief Financial Officer	____/____/____	Partner	____/____/____	
Vice President	____/____/____		____/____/____	
(Other)				

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Gary R. Steinberg, 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 10th day of May 2016

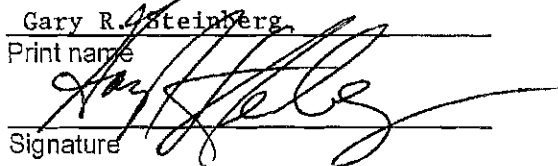

Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA8158354
Qualified in Nassau County
Commission Expires January 18, 2019

ALBANESE & ALBANESE LLP

Name of submitting business

Gary R. Steinberg
Print name


Signature

Partner

Title

05 / 10 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Arthur L. Colozzi, Esq.
Date of birth 8 / 1 / 1957
Home address 8 Waverly Street
City/state/zip Glen Head, New York 11545
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

2. Positions held in submitting business and starting date of each (check all applicable)
- | | | | | |
|-------------------------|----------------|-------------|----------------|--|
| President | ____/____/____ | Treasurer | ____/____/____ | All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York |
| Chairman of Board | ____/____/____ | Shareholder | ____/____/____ | |
| Chief Exec. Officer | ____/____/____ | Secretary | ____/____/____ | |
| Chief Financial Officer | ____/____/____ | Partner | ____/____/____ | |
| Vice President | ____/____/____ | | ____/____/____ | |
| (Other) | | | | |
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
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 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Arthur L. Colozzi, 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 10th day of May 2016

Lisa Carpinone
Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA6159354
Qualified in Nassau County
Commission Expires January 16, 2019

ALBANESE & ALBANESE LLP
Name of submitting business

Arthur L. Colozzi
Print name

[Signature]
Signature

Partner
Title

05 / 10 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Richard H. Ferriggi, Esq.
Date of birth 1 / 6 / 1954
Home address 1333 Walker Avenue
City/state/zip No. Bellmore, New York 11710
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

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

President	<u> </u> / <u> </u> / <u> </u>	Treasurer	<u> </u> / <u> </u> / <u> </u>	All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York
Chairman of Board	<u> </u> / <u> </u> / <u> </u>	Shareholder	<u> </u> / <u> </u> / <u> </u>	
Chief Exec. Officer	<u> </u> / <u> </u> / <u> </u>	Secretary	<u> </u> / <u> </u> / <u> </u>	
Chief Financial Officer	<u> </u> / <u> </u> / <u> </u>	Partner	<u> </u> / <u> </u> / <u> </u>	
Vice President	<u> </u> / <u> </u> / <u> </u>		<u> </u> / <u> </u> / <u> </u>	
(Other)				

3. Do you have an equity interest in the business submitting the questionnaire?
YES: X NO If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
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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:
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YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
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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.) No
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Richard H. Ferriggi, 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.

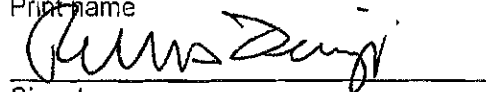
Sworn to before me this 10th day of May 2016


Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA6159354
Qualified in Nassau County
Commission Expires January 16, 2019

ALBANESE & ALBANESE LLP
Name of submitting business

Richard H. Ferriggi
Print name


Signature

Partner
Title

05 / 10 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Vincent A. Albanese, Esq.
Date of birth 07 / 02 / 1965
Home address 107 Revere Road
City/state/zip Manhasset, New York 11030
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

2. Positions held in submitting business and starting date of each (check all applicable)
- | | | | | |
|-------------------------|---|-------------|---|--|
| President | <u> </u> / <u> </u> / <u> </u> | Treasurer | <u> </u> / <u> </u> / <u> </u> | All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York |
| Chairman of Board | <u> </u> / <u> </u> / <u> </u> | Shareholder | <u> </u> / <u> </u> / <u> </u> | |
| Chief Exec. Officer | <u> </u> / <u> </u> / <u> </u> | Secretary | <u> </u> / <u> </u> / <u> </u> | |
| Chief Financial Officer | <u> </u> / <u> </u> / <u> </u> | Partner | <u> </u> / <u> </u> / <u> </u> | |
| Vice President | <u> </u> / <u> </u> / <u> </u> | | | |
| (Other) | | | | |
3. Do you have an equity interest in the business submitting the questionnaire?
YES: X NO If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

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

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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

I, Vincent A. Albanese, 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 10th day of May 2016


Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA8159354
Qualified in Nassau County
Commission Expires January 18, 2019

ALBANESE & ALBANESE LLP
Name of submitting business

Vincent A. Albanese
Print name


Signature

Partner
Title

05 / 10 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Bruce W. Migatz, Esq.
Date of birth 01 / 19 / 1950
Home address 1 Toms Point Lane
City/state/zip Port Washington, New York 11050
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

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

President	____/____/____	Treasurer	____/____/____	All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York
Chairman of Board	____/____/____	Shareholder	____/____/____	
Chief Exec. Officer	____/____/____	Secretary	____/____/____	
Chief Financial Officer	____/____/____	Partner	____/____/____	
Vice President	____/____/____		____/____/____	
(Other)				

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Bruce W. Migatz, 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.

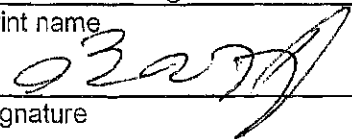
Sworn to before me this 18th day of May 2016


Notary Public

MARGARET TRIAS
Notary Public, State of New York
No. 01TR5087810
Qualified in Nassau County
Commission Expires October 28, 2018

ALBANESE & ALBANESE LLP
Name of submitting business

Bruce W. Migatz
Print name


Signature

Partner
Title

05 / 18 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Maureen R. Healy, Esq.
Date of birth 9 / 4 / 1957
Home address 35 Plymouth Road
City/state/zip Manhasset, New York 11030
Business address 1050 Franklin Avenue
City/state/zip Garden City, New York 11530
Telephone 516-248-7000
Other present address(es) None
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached - None

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other)

All principals are equity partners of the Firm. The Firm is a law firm and is registered as a limited liability partnership. Each partner is admitted to practice law in the State of New York

3. Do you have an equity interest in the business submitting the questionnaire?
YES: X NO If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

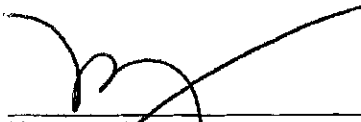
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for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

CERTIFICATION

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I, Maureen R. Healy, 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 10 day of May 2016

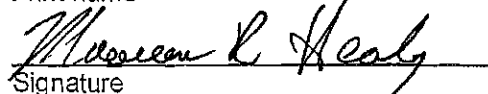


Notary Public

MARGARET TRIAS
Notary Public, State of New York
No. 01TR5067810
Qualified in Nassau County
Commission Expires October 28, 2016

ALBANESE & ALBANESE LLP
Name of submitting business

Maureen R. Healy
Print name


Signature

Partner
Title

05 / 10 / 2016
Date

Business History Form

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

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

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

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

Date: May 19, 2016

1) Proposer's Legal Name: Albanese & Albanese, LLP

2) Address of Place of Business: 1050 Franklin Avenue, Garden City, NY 11530

List all other business addresses used within last five years:

None

3) Mailing Address (if different): N/A

Phone : 516-248-7000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-1584398

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation Other (Describe) Limited Liability Partnership (LLP)

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

Yes ☐ No ☒ If Yes, please provide details:

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

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

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

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

- 13) In the past 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? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

See attached

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

No conflict exists

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

All prior cases are recorded in a data base and a conflict check is done before any new legal matter is undertaken

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. **SEE ATTACHED**

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

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

Company Town of Oyster Bay

Contact Person Leonard Genova, Town Attorney

Address 54 Audrey Avenue

City/State Oyster Bay, New York 11771

Telephone 516-624-6150

Fax # _____

E-Mail Address lgenova@oysterbay-ny.gov

Related to negotiating land leases on behalf of the Town of Oyster Bay

Company Westhampton Property Association

Contact Person Luigi Pascarella

Address 429 Carlls Path

City/State Deer Park, New York 11729

Telephone 631-242-2760

Fax # _____

E-Mail Address lacrosse711@verizon.net

Related to securing permits for extending the use of the sand mine

Company Village of Asharoken

Contact Person Gregory D. Letica, Mayor

Address 1 Asharoken Avenue

City/State Asharoken, New York 11768

Telephone 631-261-7098

Fax # _____

E-Mail Address mayorgregoryletica@gmail.com

BUSINESS HISTORY FORM

17) Conflict of Interest:

a)

- (ii) No conflict exists, but it is noted that the former Nassau County Executive, Thomas Gulotta, is Special Counsel to our firm. He is not an employee. His brother, Frank A. Gulotta, Jr. is a judicial hearing officer for the Traffic and Parking Violations Agency.

- A. Attached hereto is a copy of the professional profile of each attorney of the firm, including Special Counsel and Counsel. Additional information may be found on our website, www.albaneselegal.com

Our Firm consisting of 23 attorneys, plus support staff, is a general practice law firm with extensive experience in matters of inter alia land use, municipal law, contractual law, real estate, civil litigation and appeals.

We have successfully completed assignments for villages, towns and the County. Specifically, our Firm has recently satisfactorily resolved 51 claims against Nassau County resulting from hurricane Sandy. Similarly, we successfully concluded negotiations on behalf of the Town of Oyster Bay with leases of town property. In addition, the Firm serves as attorney for the Village of Asharoken.

Our Firm is very interested in continuing to represent the interests of Nassau County. We are prepared to compete in an open bid and/or RFP. The members of the Firm would be pleased to meet with you or anyone you may designate to discuss the matter.

- (i) November 7, 1994 – Firm was established in 1949 and was registered as a limited liability partnership on November 7, 1994
- (ii) Joseph R. Albanese – Partner
107 Revere Road, Manhasset, NY 11030
Vincent M. Albanese – Partner
60 Andover Court, Manhasset, NY 11030
Vincent A. Albanese – Partner
107 Revere Road, Manhasset, NY 11030
Arthur L. Colozzi – Partner
8 Waverly Street, Glen Head, NY 11545
Richard H. Ferriggi – Partner
1333 Walker Avenue, No. Bellmore, NY 11710
Maureen R. Healy – Partner
35 Plymouth Road, Manhasset, NY 11030
Bruce W. Migatz – Partner
1 Toms Point Lane, Port Washington, NY 11050
Gary R. Steinberg – Partner
2052 Beverly Way, Merrick, NY 11566

- (iii) N/A
- (iv) New York
- (v) 8 partners; 21 employees
- (vi) Approximately \$5,400,000
- (vii) N/A
- (viii) N/A

B. 67 years

C. As noted above, attorneys of the Firm include a Former Town Attorney, former Chief Deputy Town Attorney, former County Executive and current Village Attorney. The Firm has extensive experience in municipal law.

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, Joseph R. Albanese, 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 20 day of May 2016

Lisa Carpinone

Notary Public

LISA CARPINONE
Notary Public, State of New York
No. 10CA6159354
Qualified in Nassau County
Commission Expires January 16, 2019

Name of submitting business: Albanese & Albanese, LLP

By: Joseph R. Albanese

Print name

[Signature]

Signature

Managing Partner

Title

05 / 20 / 2016
Date

Attorneys Professional Profiles

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VINCENT M. ALBANESE PARTNER

Mr. Albanese attended Wesleyan University and St. John's University School of Law. He has practiced law since 1949 on his admission to the New York State Bar. He is also admitted to the United States District Court for the Southern and Eastern Districts of New York, the Circuit Court of Appeals for the Federal Circuit and the United States Supreme Court. Mr. Albanese concentrates in general civil litigation and real estate matters, including: land use; zoning, development, financing, construction, purchase, sale and leasing transactions; and foreclosure and condemnation proceedings. He has extensive experience in civil litigation in both jury and non-jury trials and appeals up to the New York State Court of Appeals, the highest New York State Court.

By appointment of the Governor of the State of New York in 1983, he served as a member of the New York State Board of Public Disclosure. He was nominated by the Governor and appointed by the United States Secretary of the Interior to serve on the Statue of Liberty Ellis Island Centennial Commission. Mr. Albanese was appointed by the Governor and served as a director of the New York State Urban Development Corporation. He was also appointed by the Governor as a director and continues to serve as chairman of the Queens West Development Corporation.

Mr. Albanese served as Chairman of the Board of Directors and continues to serve as General Counsel to the Greater Jamaica Development Corporation, a not-for-profit corporation, that he helped to organize in 1967 to implement the programs initially developed during his tenure as President of the Jamaica Chamber of Commerce. He has also served as President of the Queens County Bar Association; President of the Queens College Speech & Hearing Service Center; Director of the Queens Legal Services Corporation; and as Executive Committeeman of the Young Lawyers Section of the New York State Bar Association for the Tenth Judicial District. Mr. Albanese is a member of the New York and American Bar Associations.

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**JOSEPH R. ALBANESE
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Mr. Albanese is a graduate of Brooklyn College and New York University School of Law and was admitted to the New York Bar in 1958. He is also admitted to the U.S. District Courts for the Southern and Eastern Districts of New York and to the U.S. Court of Claims, the U.S. Court of Appeals for the Federal Circuit and the U.S. Supreme Court. Mr. Albanese is the managing partner of the firm and concentrates in estate planning, estate and trust administration, real estate financing, sales and leasing transactions and corporate matters. His experience includes representation of several major New York commercial and savings banks in connection with the closing of commercial and residential mortgage loans.

Mr. Albanese is a member of the Business Advisory Board of The First National Bank of Long Island. He has served as general counsel and a member of the Board of Directors of a publicly held corporation and currently serves as general counsel to several closely held business corporations. Mr. Albanese is a past President of the Queens College Speech & Hearing Center, and served as a member of its Board of Directors. He was appointed by the Governor of the State of New York and served as a member of the Council for the State University of New York College of Technology at Farmingdale, now known as Farmingdale State College. Mr. Albanese is a member of the North Shore Child and Family Guidance Association and the Nassau and New York State Bar Associations.

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**GARY R. STEINBERG
PARTNER**

Mr. Steinberg is a *cum laude* graduate of Brooklyn College and a *cum laude* graduate of Vermont Law School where he served as a member of the Vermont Law Review and was appointed Managing Editor. He was admitted to the New York Bar and to the U.S. District Courts for the Southern and Eastern Districts of New York in 1977. Following admission to the Bar, Mr. Steinberg furthered his legal education in the post-graduate LL.M. program at New York University School of Law.

Mr. Steinberg concentrates in real estate, real estate financing and commercial transactions. He has extensive experience in sales and acquisitions; the preparation of condominium offering plans and the registration, development and sale of condominium projects; leasing; representation of financial institutions and borrowers in commercial lending transactions, loan restructuring and workouts and deed-in-lieu transactions. His diverse background also includes real estate development, construction and architectural agreements; representation of cooperative and condominium boards; real estate tax abatement and exemption matters and an array of other general real estate transactions. Mr. Steinberg also handles the formation, operation, sale and acquisition of business organizations and general commercial transactions. He has, by invitation, addressed several organizations on various real estate matters. Mr. Steinberg is a member of the New York State Bar Association and its Real Property Law Section, serves on the Advisory Board of a major national title insurance company and served on the Board of Trustees of the Lexington School & Center for the Deaf, the largest school for the deaf and hard of hearing community in New York State.

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**ARTHUR L. COLOZZI
PARTNER**

Mr. Colozzi is a graduate of Queens College of the City University of New York, where he majored in accounting, and St. John's University School of Law. He was admitted to the New York State Bar in 1985, and the U.S. District Courts for the Southern and Eastern Districts of New York. He concentrates in real estate, corporate and commercial matters and has extensive experience in a broad range of transactions including sales and acquisitions of multi-family and commercial properties, commercial leasing transactions, real estate development and joint venture transactions, construction contracts, formation of business organizations, preparation of shareholder agreements, limited partnership agreements and limited liability company operating agreements, corporate mergers and acquisitions, construction and permanent real estate loan transactions, loan workout and restructuring transactions, tax-exempt bond mortgage financing transactions (including "80/20" and IDA financing transactions), preparation of cooperative and condominium offering plans and other general real estate, corporate and commercial transactions. He also concentrates in tax matters including individual, partnership and corporate income taxes, mortgage recording tax and NYS and NYC realty transfer taxes. Mr. Colozzi is a member of the Taxation Sections of the New York and American Bar Associations.

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**RICHARD H. FERRIGGI
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Mr. Ferriggi is a graduate of St. John's University, College of Business Administration, where he earned a Bachelor of Science degree in Accounting, and St. John's University School of Law. He was admitted to the New York State Bar in 1984. He is also admitted to the U.S. District Courts for the Southern and Eastern Districts of New York, U.S. Claims Court, U.S. Tax Court, U.S. Court of Appeals for the Federal Circuit and U.S. Court of International Trade.

Mr. Ferriggi concentrates in the areas of estate planning, estate and trust administration and corporate matters. He handles a wide range of matters including the preparation of wills, revocable and irrevocable trust agreements, probate proceedings, contested probate and accounting proceedings, preparation of formal and informal fiduciary accountings, preparation of Federal and New York State estate tax returns, including the audit of same, tax research and compliance in the areas of personal and fiduciary income taxation and estate and gift taxation, formation of business entities, preparation of shareholders' agreements, nominee agreements and voting trust agreements, negotiation and preparation of business acquisition/sale agreements and obtaining necessary licensing in connection therewith. Mr. Ferriggi has served as general counsel to several closely held business corporations. He has lectured in the areas of estate and post mortem tax planning. Mr. Ferriggi is a member of the New York State Bar Association, Trust and Estates, Tax, Elder Law and Real Property Sections and the American Bar Association, Real Property and Probate Sections.

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**VINCENT A. ALBANESE
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Mr. Albanese is a graduate of the Duke University School of Engineering, where he earned a Bachelor of Science degree in Electrical and Biomedical Engineering; St. John's University School of Law; and New York University School of Law, where he earned a post-graduate LL.M. degree in taxation. He was admitted to the Connecticut Bar in 1992, the New York Bar in 1993 and to the U.S. District Courts for the Southern and Eastern Districts of New York, U.S. Court of Federal Claims, U.S. Tax Court, U.S. Court of Appeals for the Federal Circuit, and U.S. Court of International Trade.

Mr. Albanese concentrates in real estate, corporate, and trusts and estates matters. He is experienced in the sale, purchase and lease of residential and commercial real estate; representation of financial institutions and borrowers in real estate financing transactions including residential and commercial construction loans and mortgage loans; formation of business organizations, preparation of shareholder agreements, limited partnership agreements and limited liability company operating agreements; individual and fiduciary income tax returns, federal and New York State estate tax returns; wills; fiduciary accountings; probate and administration proceedings; estate planning; and guardianship proceedings. He is a member of the New York State and Nassau County Bar Associations.

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**BRUCE W. MIGATZ
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Mr. Migatz is a graduate of Boston University and St. John's University School of Law. He was admitted to the New York State Bar in 1976 and to the U.S. District Courts for the Eastern and Southern Districts of New York. In addition to trial and appellate work, including personal injury, commercial and criminal matters, Mr. Migatz concentrates his efforts in municipal and zoning law and serves as General Counsel to numerous co-ops and condominiums and is the Village Attorney for the Village of Asharoken. He is a member of the Nassau County and New York State Bar Associations, New York State Trial Lawyers Association and American Association for Justice (formerly known as the Association of Trial Lawyers of America). Mr. Migatz is a former associate adjunct professor at Nassau Community College, former Chief Deputy Town Attorney for the Town of North Hempstead and former Village Attorney for the Incorporated Village of Manorhaven. He has been a guest lecturer at St. John's University School of Law, New York State Building Officials Conference, Building Inspectors Association of Nassau County and The Long Island Chapter of A.I.A.

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MAUREEN R. HEALY PARTNER

Ms. Healy is a *summa cum laude* graduate of Long Island University, where she majored in Economics, and St. John's University School of Law where she graduated in the top 4% of her class. She was admitted to the New York State Bar in 1984, and the U.S. District Courts for the Southern and Eastern Districts of New York in 1994.

Ms. Healy concentrates in commercial real estate, finance and other commercial matters and previously practiced law for 21 years at Dewey Ballantine LLP. She has extensive diversified experience in domestic and international real estate acquisitions, dispositions, financing, leasing and loan workout and restructuring transactions. Ms. Healy also has significant experience in various aspects of corporate, limited liability company and partnership law. Her experience includes representation of institutional, corporate and individual clients in connection with purchase, sale and financing transactions involving large and small hotels, office parks, hi-rise and single user office buildings, industrial premises, golf courses, shopping centers and malls; representation of lenders in connection with commercial mortgage loans for construction projects and permanent financing of all types of properties and in connection with the workout and restructure of defaulted loans and deed-in-lieu transactions; representation of clients in numerous tax free like-kind exchanges and related cash-out financings; representation of landlords of office buildings, retail properties, ground lease parcels and triple net leased properties of all types; and representation of tenants of large and small blocks of office space, including corporate headquarters. Ms. Healy is a member of the New York State, American and Nassau County Bar Associations.

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THOMAS O. RICE PARTNER

Mr. Rice served as president of the now more than 78,000 member New York State Bar Association, the nation's largest voluntary bar association, from 1999 to 2000. He was admitted to the New York Bar in 1969, and subsequently, to the United States District Courts for the Southern and Eastern Districts of New York, United States Circuit Courts of Appeal for the Second and Eleventh Circuits, United States Tax Court, and Supreme Court of the United States.

Mr. Rice has served as an Adjunct Professor of Law at St. John's University School of Law, Touro College Jacob D. Fuchsberg Law Center, and Long Island University Graduate School of Business Administration.

Mr. Rice is a graduate of Fordham University, St. John's University School of Law, and New York University School of Law from which he received an LL.M. He concentrates in corporate and commercial, banking, real estate, and trusts and estates law. He has substantial experience in financial institutions regulatory compliance, the structuring of complex financial transactions, including mergers and acquisitions, all aspects of real estate acquisition, ownership and financing, and planning the preservation and transfer of wealth.

In addition to his service as president, Mr. Rice served as treasurer and as a district vice president of The New York State Bar Association. He is also a member of the Nassau County Bar Association and a former assistant district attorney for Kings County. Mr. Rice maintains a commitment to various community organizations, including the Catholic Child Care Society of the Diocese of Brooklyn, where he served on the board of trustees, and the executive committee of the Brooklyn Diocese's wills and estates planning program. He previously served as a member of the Board of Directors of The New York Bar Foundation. He is also a former member of the Council of Regents of St. Francis College, Brooklyn, and has served as a member of the boards of trustees of the Brooklyn Bar Association, Xaverian High School and The Long Island Philharmonic Orchestra.

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**DIANA CENTRELLA PREVETE
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Ms. Prevete graduated *magna cum laude* in 1979 from St. John's University, where she majored in Political Science and Public Administration and in 1981 from St. John's University School of Law. She was admitted to the New York Bar in 1982 and to the U.S. District Court for the Southern and Eastern Districts of New York. Ms. Prevete concentrates in zoning, land use, real estate, commercial transactions and civil litigation. From 1982 through 1991, she served as Assistant Town Attorney, Chief Deputy Town Attorney and Town Attorney of the Town of North Hempstead, New York. In those capacities, she defended personal injury, property damage, civil rights, official misconduct and employment discrimination claims for the Town, which was self-insured. As Town Attorney, she supervised a staff of six attorneys. In addition to her personal injury and property damage defense experience, her varied experience also includes environmental, municipal and zoning matters and commercial and general litigation. She is a member of the New York State and Nassau County Bar Associations and has also served as a member of the Town of North Hempstead Board of Ethics.

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HYMAN HACKER PARTNER

Mr. Hacker is a graduate of Brooklyn College and a *magna cum laude* graduate of St. John's University School of Law in 1988, where he ranked second in the graduating class and served as Executive Notes and Comments Editor of the Law Review. He was admitted to the New York Bar in 1989 and to the U.S. District Courts for the Southern and Eastern Districts of New York in 1991. Prior to his admission to the bar, Mr. Hacker was a teacher of social studies in the New York City high schools for eighteen years. After graduation from law school, Mr. Hacker was an associate at Cleary Gottlieb Steen & Hamilton, from 1988 to 1992, where he worked on major litigation matters, including product liability defense.

Since joining Albanese & Albanese in 1992, Mr. Hacker has represented parties in various types of commercial, construction, real estate and employment litigation through trial and appeals. Mr. Hacker also has advised clients on employment practices and employee benefits matters. Mr. Hacker has been a panelist at continuing legal education programs of the Brooklyn Bar Association. He is a member of the Nassau County Bar Association and has been a Mentor in the Nassau County Bar Association's Student Mentoring Project for more than ten years.

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**NANCY E. GIANAKOS
PARTNER**

Ms. Gianakos, a Family Law *SuperLawyer* (2013, 2014, 2015, 2016), concentrates her practice exclusively in family and matrimonial law. She is an active litigator, mediator and collaborative practitioner in the greater New York metropolitan area representing clients in divorce, distribution of marital property such as real estate, business interests and professional degrees, spousal and child support, custody/access rights of parents and grandparents as well as premarital/cohabitation agreements and post judgment enforcement proceedings.

She is an active member of the Family Law Committee of the New York State Bar Association and the Matrimonial and Family Law Committees of the Nassau County Bar Association ("NCBA") where she also serves on the Board of Directors and the Advisory Board of the Academy of Law and is a Master of the American Family Law Inns of Court. A former director of the NCBA and editor of the NCBA's professional publication, Nassau Lawyer, she currently serves as the matrimonial focus editor and frequently writes and lectures on current issues in matrimonial law.

Ms. Gianakos is a *magna cum laude* graduate of the University of Hartford, BA 1978 and Western New England University School of Law, J.D., 1981. She is admitted to practice in Connecticut (1981), New Jersey (1992), New York (1993) and to the U.S. Supreme Court, Court of Federal Claims, Court of Appeals for the Federal Circuit and Armed Forces as well as the District Courts of Connecticut and Eastern District of New York.

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Mr. Berman is a graduate of C.W. Post University where he earned a Bachelor of Arts degree in foreign language and a graduate of New York Law School. He was admitted to the New York Bar in 1977 and to the U.S. District Courts for the Southern and Eastern Districts of New York in 1980. Following admission to the Bar, Mr. Berman served as psychiatric patient advocate with the Appellate Division, Second Department. He also served as in-house medical legal counsel to the NYC Health + Hospitals (formerly known as New York City Health and Hospital Corporation), the New York City integrated health care system of hospitals, neighborhood health centers, long-term care, nursing homes and home care.

Mr. Berman has been practicing in the private sector for over 32 years. Throughout that period, he has concentrated in medical malpractice defense litigation and health care law. Mr. Berman has extensive trial experience defending the medical profession in the most serious of cases involving complicated matters of law and medicine including high exposure and catastrophic injury cases. He has an enduring and solid track record in the successful trial defense of hundreds of medical practitioners and health care organizations. His dedication and experience has allowed him to undertake the defense of complex and challenging cases.

In addition to his concentration in medical malpractice defense litigation and health care law, Mr. Berman is also experienced in handling commercial transactional matters.

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KEVIN J. BRENNAN PARTNER

Mr. Brennan graduated from Georgetown University's School of Foreign Service in 1971 and from Georgetown University Law Center in 1977. Before attending law school, he served three years active duty in the U.S. Army.

Mr. Brennan was admitted to the New York State Bar in 1978 and is also admitted to all United States District Courts in New York State and to the United States Court of Appeals for the Second Circuit.

Mr. Brennan is an accomplished trial lawyer. He served for five years as an Assistant District Attorney in New York County, under Robert M. Morgenthau, trying many homicides and other significant cases to jury verdict. Since entering private practice, Mr. Brennan has concentrated in civil litigation and has pursued a varied trial and appellate litigation practice in both state and federal courts. He has tried cases in many substantive areas of the law, including medical malpractice, products liability, motor vehicle negligence, property damage, premises liability, long-term disability insurance, material misrepresentation in life insurance, defamation, copyright infringement, securities fraud, and others.

Mr. Brennan has taught legal education courses for lawyers in subjects entitled *How to Litigate Your First Civil Trial in New York* and *ERISA Enforcement Provisions*. He is a member of the Nassau County Bar Association.

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**BARRY A. OSTER
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Mr. Oster is a graduate of Cornell University and the State University of New York at Buffalo School of Law. He was admitted to the New York Bar in 1979, the U.S. District Courts for the Southern and Eastern Districts of New York, U.S. Supreme Court, U.S. Court of Appeals for the Federal Circuit and U.S. Court of International Trade. Mr. Oster is a senior litigation associate and concentrates in title insurance claims defense and diversified general litigation and appellate matters. He has prepared appellate briefs and argued in the Appellate Division. He is a member of the Nassau County and New York State Bar Associations.

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ASSOCIATE**

Mr. Nugent is a graduate of Binghamton University, where he earned a bachelor's degree in psychology, and Fordham University School of Law. He was admitted to the New York State Bar in 1999. Mr. Nugent concentrates in estate planning, estate administration and probate, elder law and real estate. He has a wide range of experience in the preparation of wills and trusts; administration and probate proceedings; estate litigation; preparation of estate and fiduciary income tax returns; preparation of fiduciary accountings; elder law and Medicaid matters; transactional real estate; and corporate and limited liability company formation and related matters. Mr. Nugent is a member of the New York State Bar Association Trusts & Estates Section and the American Bar Association.

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**STEVEN M. DeSENA
ASSOCIATE**

Mr. DeSena is a graduate of Towson University, where he earned a Bachelor of Science degree in sociology, *magna cum laude*, and Hofstra University School of Law, where he earned his Juris Doctor in 2015. While at Hofstra, Mr. DeSena served as an Associate Editor of the Hofstra Labor and Employment Law Journal, and was awarded the Honorable Frank A. Gulotta Endowed Scholarship from the Nassau County Columbian Lawyers Association.

Mr. DeSena began his legal career as a Law Clerk, and later as an Associate, at a premier boutique Manhattan real estate firm. During his three year tenure there, he concentrated in representing regional institutional lenders in connection with real estate financing transactions, handling the sale, acquisition and development of commercial real estate property and the formation of business organizations. Mr. DeSena is admitted to the New York State Bar.

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www.albaneselegal.com**THOMAS S. GULOTTA
SPECIAL COUNSEL**

Mr. Gulotta graduated *Phi Beta Kappa* from Trinity College and with honors from Columbia Law School. He was admitted to the New York State Bar in 1969, and is also admitted to the U.S. District Courts for the Southern and Eastern Districts of New York, the Court of Appeals for the Armed Forces and the United States Supreme Court. Upon graduation, Mr. Gulotta was appointed as a Nassau County Assistant District Attorney. In 1971, he joined the law firm of Gulotta, Tully and Clavin and served as counsel to various State Legislative Committees before launching a distinguished career in elective office that spanned 24 years. He served as a member of the New York State Assembly, Town of Hempstead Presiding Supervisor and County Executive of Nassau County, a county larger than 15 states in the nation. As an elected official, Mr. Gulotta recorded the largest vote plurality in Nassau County's history. Mr. Gulotta retired from elective office to undertake new career challenges. He has extensive experience in governmental law; land use and zoning; trusts and estates; workers compensation; corporate mergers and dissolutions; and labor, criminal, matrimonial and real estate matters. In 2002, Mr. Gulotta was appointed and continues to serve as a Director of the United Nations Development Corporation. He is also the Chief Executive Officer of Executive Strategies Consulting, LLC and serves as a Director of Flushing Bank.

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ROBERT A. CARPENTIER COUNSEL

Mr. Carpentier is a graduate of Washington & Lee University, Western New England University School of Law and Boston University School of Law, where he earned a post-graduate LL.M. degree in taxation. He was admitted to the New York Bar and the Massachusetts Bar in 1982, and to the U.S. Supreme Court, U.S. Tax Court, U.S. Claims Court, U.S. Court of Appeals for the Federal Circuit, U.S. Court of Appeals for the Second Circuit, U.S. Court of Appeals for the First Circuit, U.S. Court of International Trade, U.S. Court of Military Appeals, U.S. District Courts for the Southern, Eastern, Northern and Western Districts of New York. In addition to litigation in both state and federal courts, he handles a wide range of matters including estate planning, probate, taxation, real estate, family law, business law, bankruptcy, personal injury, education, election, municipal, tax certiorari, zoning, appeals and governmental relations.

Mr. Carpentier is a former Village Justice for the Incorporated Village of Manorhaven in Port Washington, New York. He was a member of Manorhaven's Board of Zoning Appeals and has acted as special counsel for the County of Nassau. He is active in various community organizations, including Briarcliff College and the Long Island Lutheran Memorial Endowment Fund, and he formerly served on the Board of Trustees of each institution. Mr. Carpentier is also a former member of the Board of Directors of Long Island Lutheran Middle and High School in Brookville, New York. Additionally, he is a former President of the Washington & Lee Long Island Alumni Association; Past President of the Port Washington Kiwanis Club and is a member of the Nassau County Bar Association.

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GEORGE P. ESERNIO COUNSEL

Mr. Esernio is a graduate of St. John's University School of Business and New York Law School and was admitted to the New York Bar in 1969. He was also admitted to the U.S. District Courts for the Southern and Eastern Districts of New York and the U.S. Court of International Trade. His experience includes representation of institutional, corporate and individual clients in connection with purchase, sale, leasing and financing transactions involving commercial and residential real estate, both in New York State and nationally, including syndication of apartment complexes. For many years, Mr. Esernio handled commercial and residential real estate matters in New York and Florida for the renowned developer, William J. Levitt. Mr. Esernio also has significant experience in the formation and dissolution of corporations, limited liability companies and the preparation of shareholder, limited partnership and operating agreements; the purchase and sale of supermarkets, funeral parlors, restaurants and liquor stores; liquor license applications; family and matrimonial matters; preparation of wills, probate and administration proceedings; and guardianship proceedings. He has served as Court Evaluator, Attorney for Alleged Incompetent Persons and, for many years, was the Court appointed guardian in one of the largest guardianship proceedings in Nassau County. Mr. Esernio is active in community and charitable organizations and has served as an officer, director and general counsel of the North Shore Boys & Girls Club, the South Queens Boys & Girls Club, the North Shore Soccer Club, the Joseph Licitra Scholarship Fund, the Justinian Scholars, the Jay's World Childhood Cancer Foundation and has been a member of the St. John's University Council, American Legion Post #336, the Community Against Substance Abuse, the Athletic Advisory Council at North Shore High School, the Open Campus Committee at North Shore High School and the North Shore Booster Club. He has been a member of the New York State, Nassau County and the Queens County Bar Associations.

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**JOHN E. SCHAEFER, JR.
COUNSEL**

Mr. Schaefer became counsel to the firm on June 1, 2000. He is a *cum laude* graduate of Marist College and New York Law School. Mr. Schaefer was admitted to the New York Bar in 1973 and to the U. S. District Courts for the Southern and Eastern Districts of New York in 1975. Prior to entering private practice, Mr. Schaefer was an officer of a New York City based money center banking institution and then a member of the real estate loan and investment committee of a respected mutual life insurance company. He was previously a partner at an *A.V.* rated law firm founded in 1937 and a member of the New York County Lawyers Association. Mr. Schaefer handles matters involving real estate, banking, insurance, corporate, partnership and commercial law issues. He has successfully represented clients who have been involved in major real estate developments with new projects and structured investments utilizing construction and mortgage financing, joint ventures, bond issues, lender participations and tax deferred exchanges.

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MATTHEW A. TEDONE COUNSEL

Mr. Tedone graduated from Fordham University and Hofstra University School of Law. He was admitted to the New York Bar in 1977 and was subsequently admitted to the U.S. District Court for the Eastern and Southern Districts of New York and to the United States Supreme Court.

Mr. Tedone served as Law Secretary to Hon. Leo F. McGinley and as a Deputy Nassau County Attorney in the Appeals Bureau, where he argued appeals in the Appellate Division, Second Department, New York Court of Appeals and U.S. Court of Appeals for the Second Circuit.

In 1979, Mr. Tedone and his father, Natale C. Tedone, formed the firm of Tedone & Tedone, Esqs. Mr. Tedone concentrated in federal and state commercial litigation and torts, including negligence, and appellate practice for the Bar. Following his father's retirement in 1987, Mr. Tedone continued the firm until he joined Albanese & Albanese LLP.

Mr. Tedone's practice now concentrates in all phases of real estate transactions, Litigation and Trusts and Estates.

Mr. Tedone is the Chairman of the Baxter Estates Village Board of Zoning Appeals and was counsel to, and a Director of, Landmark on Main Street, a Port Washington community organization. Mr. Tedone is a member of the New York and Nassau County Bar Associations and the Columbian Lawyers of Nassau County.

ALBANESE & ALBANESE LLP**ATTORNEYS AT LAW**

1050 Franklin Avenue
Garden City, NY 11530
Tel: 516.248.7000
Fax: 516.747.7777
www.albaneselegal.com

**ERICA B. SLEZAK
COUNSEL**

Ms. Slezak is a graduate of Fordham University, where she earned a Bachelor of Arts in English Literature, and a *cum laude* graduate of St. John's University School of Law, where she was a member of the St. John's Law Review. She was admitted to the New York State Bar in 1995. Ms. Slezak began practicing law as an associate in the Private Clients Group of the New York office of White & Case, LLP, where she concentrated in the area of trusts and estates. She then joined the New York office of Paul, Weiss, Rifkind, Wharton & Garrison and continued her estate planning and administration practice as an associate in the Personal Representation Department. Ms. Slezak later maintained her own office concentrating in trusts and estates, before joining this firm.

Ms. Slezak is a former Secretary of the Trusts, Estates and Surrogate's Court Committee of the Association of the Bar of the City of New York, and a current member of the New York State Bar Association, Trusts and Estates Section, Committee on Legislation. Her pro bono activities include the establishment of a Will Clinic in conjunction with Catholic Charities at their Day AIDS Treatment Center, work with the Queens Legal Services Wills Clinic and the St. Luke's/Roosevelt Hospital AIDS Project, and representation of several charitable organizations. In addition, she has been a member of the Surrogate Decision Making Committee of the New York State Justice Center for the Protection of People with Special Needs since 1995.

COUNTY OF NASSAU

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

1. Name of the Entity: Albanese & Albanese LLP
Address: 1050 Franklin Avenue
City, State and Zip Code: Garden City, NY 11530
2. Entity's Vendor Identification Number: 11-1584398
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):

See attached rider.

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.

See attached rider.

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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: February 2, 2016

Signed: 

Print Name: Joseph R. Albanese

Title: Managing Partner

RIDER TO AMENDMENT NO. 1

The partners of Albanese & Albanese LLP are:

Vincent M. Albanese, Esq.
60 Andover Court
Plandome Manor, NY 11030

Joseph R. Albanese, Esq.
107 Revere Road
Manhasset, NY 11030

Gary R. Steinberg, Esq.
2052 Beverly Way
Merrick, NY 11566

Arthur L. Colozzi, Esq.
8 Waverly Street
Glen Head, NY 11545

Richard H. Ferriggi, Esq.
1333 Walker Avenue
North Bellmore, NY 11710

Vincent A. Albanese, Esq.
107 Revere Road
Manhasset, NY 11030

Bruce W. Migatz, Esq.
1 Toms Point Lane
Port Washington, NY 11050

Maureen R. Healy, Esq.
35 Plymouth Road
Manhasset, NY 11030

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

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Albanese & Albanese, LLP, with an office located at 1050 Franklin Avenue, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW14000002 between the County and Counsel, executed on behalf of the County on March 11, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with claims arising out of Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 11, 2013 until March 10, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may, in its discretion, renew the Original Agreement under the same terms and conditions for an additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the option to renew by extending the Original Term.

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


1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 10, 2016.

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.


[Remainder of Page Intentionally Left Blank.]

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

ALBANESE & ALBANESE, LLP

By: 
Name: Joseph R. Albanese
Title: Managing Partner
Date: February 2, 2016

NASSAU COUNTY

By: 
Name: Carnell Foskey
Title: County Attorney
Date: 2/23/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of February in the year 2016 before me personally came Joseph R. Albanese 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 Managing Partner of Albanese & Albanese LLP, 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

BRUCE W. MIGATZ
Notary Public, State of New York
No. 02M4624134
Qualified in Nassau County
Commission Expires November 30, 2018

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

On the 23rd day of February in the year 2016 before me personally came Carnell Foskey 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 County Attorney 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 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

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

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

Contract ID#: CQW14000002Department: DPW/County Attorney**E-130-13****Contract Details**SERVICES: Special CounselNIFS ID #: CQW14000002NIFS Entry Date: March 11, 2013 Term: March 11, 2013 – March 10, 2015

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

Agency Information

Agency Name Albanese & Albanese, LLP		Vendor ID# 111584398	
Address 1050 Franklin Avenue Garden City, New York 11530		Contact Person Bruce Migatz	
		Phone (516) 248-7000	

County Department Department Contact Lisa Locurto	
Address One West Street Mineola	
Phone 571-3033	

Routing Slip

DATE	TIME	DEPARTMENT	INITIALS	SIGNATURE	REMARKS
		Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	5/24/13 [Signature]	
		OMB	NIFS Approval <input checked="" type="checkbox"/>	5/24/13 [Signature]	Leg appon
		County Attorney	CA RE&I Verification <input type="checkbox"/>	5/24/13 [Signature]	
		County Attorney	CA Approval as to form <input type="checkbox"/>	5/24/13 [Signature]	
		LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	5/24/13 [Signature]	
		County Attorney	NIFS Approval <input type="checkbox"/>	5/24/13 [Signature]	
		County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/24/13 [Signature]	
		County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/24/13 [Signature]	

90-11-112-1111-1111
 CLERK OF THE LEGISLATURE
 NASSAU COUNTY
 (516) 248-7000

Contract ID#:

Department: DPW/County Attorney

Contract Summary

Description: New contract.
Purpose: This is a new outside counsel contract to represent the County by handling claims arising out of Superstorm Sandy.
Method of Procurement: A Request for Qualification was issued and a panel established. Albanese & Albanese, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability.
Procurement History: See method of procurement above. Additionally, the firm has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$250,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	SSW-PEM
Control:	6110 2000
Resp:	6110
Object:	DE 50
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$250000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PW-PEM-2000 SSW 6110 DE	\$250,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$250,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)
		E #:

E-130-13

RULES RESOLUTION NO. ³⁴⁹2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND ALBANESE & ALBANESE, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-13-13
VOTING:
ayes 6 nays 0 abstained 0 recused 1
Legislators present: 6

WHEREAS, the Nassau County Attorney has executed a special
counsel agreement with Albanese & Albanese, LLP, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the special
counsel contract entered into by the Nassau County Attorney and Albanese
& Albanese, LLP.

JAN 14 2014

RULES RESOLUTION NO. -- 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND ALBANESE & ALBANESE, LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Albanese & Albanese, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Albanese & Albanese, LLP.

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: Albanese & Albanese, LLP

CONTRACTOR ADDRESS: 1050 Franklin Avenue, Garden City, New York 11530

FEDERAL TAX ID #: 111584398

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 _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

☒ B. A Request for Qualification was issued and a panel established. Albanese & Albanese, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability.

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



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

ALBANESE & ALBANESE LLP

ATTORNEYS AT LAW
1050 FRANKLIN AVENUE
GARDEN CITY, NEW YORK 11530

TEL (516) 248-7000

FAX (516) 747-7777

WWW.ALBANESELEGAL.COM

VINCENT M. ALBANESE
JOSEPH R. ALBANESE
GARY R. STEINBERG
ARTHUR L. COLOZZI
RICHARD H. FERRIGGI
VINCENT A. ALBANESE
BRUCE W. MIGATZ
MAUREEN R. HEALY
THOMAS O. RICE
DIANA CENTRELLA PREVETE
HYMAN HACKER
W. SCOTT SCHNEIDER

BARRY A. OSTER
BRUCE B. VARNEY
ERICA B. SLEZAK
WILLIAM J. NUGENT
DEBORA G. NOBEL

SPECIAL COUNSEL
THOMAS S. GULOTTA

COUNSEL
ROBERT A. CARPENTIER
GEORGE P. ESERNJO
NANCY E. GIANAKOS
JOHN E. SCHAEFER, JR.

WRITER'S E-MAIL:

May 23, 2013

Mr. Kenneth Arnold
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: Special Counsel Agreement

Dear Mr. Arnold:

Enclosed is the Special Counsel Agreement executed by this firm in duplicate, together with the required certificates of insurance and a check in the sum of \$533.00.

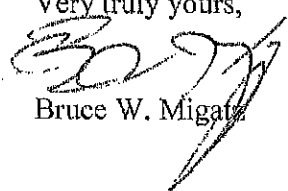
Please be advised that the partners of the firm are as follows:

Vincent M. Albanese, Esq. 60 Andover Court Plandome Manor, NY 11030	Joseph R. Albanese, Esq. 107 Revere Road Manhasset, NY 11030	Gary R. Steinberg, Esq. 2052 Beverly Way Merrick, NY 11566
Arthur L. Colozzi, Esq. 8 Waverly Street Glen Head, NY 11545	Richard H. Ferriggi, Esq. 1333 Walker Avenue North Bellmore, NY 11710	Vincent A. Albanese, Esq. 30 Borglum Road Manhasset, NY 11030
Bruce W. Migatz, Esq. 1 Toms Point Lane Port Washington, NY 11050	Maureen R. Healy, Esq. 35 Plymouth Road Manhasset, NY 11030	

Please return one duplicate original Special Counsel Agreement following execution by the County.

Thank you for engaging our firm as special counsel.

Very truly yours,


Bruce W. Migatz

BWM/dmq
Enclosures
148386.1

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590, and the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (collectively, the "Department"), and (ii) Albanese & Albanese, LLP, having its principal place of business located at 1050 Franklin Avenue, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

1. Term. This Agreement shall commence on March 11, 2013 and shall terminate on March 10, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for an additional one (1) year period.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County by handling claims arising out of Superstorm Sandy ("Services").

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services, including disbursements, shall not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate of Two Hundred Fifty Dollars (\$250.00) for partners, One Hundred Seventy-five Dollars (\$175.00) for associates and Ninety Dollars (\$90.00) for paralegals.

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month. Notwithstanding the foregoing, the first payment claim submitted by Counsel shall be for the period from March 11, 2013 through the Effective Date.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

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

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

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall

comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent, which shall not be unreasonably withheld or delayed.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend, by attorney(s) selected by Counsel or by Counsel's insurance carrier which are reasonably acceptable to the County, and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement. County acknowledges that Travellers Insurance Company (Counsel's commercial insurance and workers compensation insurance carrier) and

Continental Casualty Company (Counsel's professional liability insurance carrier) are acceptable to the County.

(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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. 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 requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

ALBANESE & ALBANESE, LLP

By: 
Joseph R. Albanese

Title: Managing Partner
Date: May 23, 2013

NASSAU COUNTY

By: 

Name: John Ciampoli
Title: County Attorney

Date: 5/24/13

NASSAU COUNTY

By: 

Name: Richard Robinson Walker
Title: County Executive

☐ Deputy County Executive

Date: 3/11/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)s

On the 23rd day of May in the year 2013 before me personally came Joseph R. Albanese 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 Managing Partner of Albanese & Albanese LLP, the partnership described herein and which executed the above instrument; and that he signed his name thereto by authority of the partners of said partnership.

NOTARY PUBLIC

BRUCE W. MIGATZ
Notary Public, State of New York
No. 02MI4624134
Qualified in Nassau County
Commission Expires November 30, 2014

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

On the 24 day of May in the year 2013 before me personally came John Ciampoli 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 **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

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

On the 11 day of March in the year 2014 before me personally came Richard R. Walker 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 **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA PETRUCCI
Rotary Public, State of New York
No. 01PE3250023
Qualified in Nassau County
Commission Expires April 02, 2011

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

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

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Joseph R. Albanese, Esq. (Name)

1050 Franklin Avenue, Garden City, NY 11530 (Address)

516-248-7000 (Telephone Number)

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

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action was commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

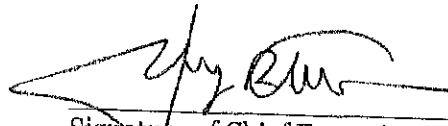
The NYS Department of Labor claimed that attorneys listed as being "Of Counsel" to the firm were actually employees and assessed premiums and penalties. After a full hearing, a judicial hearing officer determined that the "Of Counsel" attorneys were in fact independent contractors, not employees.

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

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

May 23, 2013

Dated

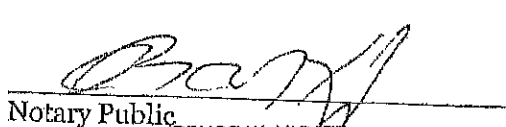

Signature of Chief Executive Officer

Joseph R. Albanese, Esq.

Name of Chief Executive Officer

Sworn to before me this

23rd day of May, 2013.


Notary Public

BRUCE W. MIGATZ
Notary Public, State of New York
No. 02M14924134
Qualified in Nassau County
Commission Expires November 30, 2014