



Certified: --

E-37-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE MARCH 4TH, 2024
2:45 PM

NIFS ID: CLPW23000021

Capital:

Contract ID #: CQPW19000003

NIFS Entry Date: 10/31/2023

Department: Public Works

Service: On-Call Real Estate Appraisal

Term: 11/1/2023 - 12/31/2023

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Smith Valuation Services DBA: Standard Valuation Services	ID#: 112971981
Main Address: 27 East Jericho Turnpike Mineola, NY 11501	
Main Contact: Matthew Smith	
Main Phone: (516) 248-6922	

Department:
Contact Name: Kevin C. Walsh
Address: 1 West Street, 2nd Floor Mineola, NY 11501
Phone: (516) 571-0591
Email: kwalsh1@nassaucountyny.gov,slandau2@nassaucountyn y.gov,DPWContractRouting@nassaucountyny.gov

Contract Summary

Purpose: Additional funds required to appraise UBS Arena in Nassau County, New York, for assessment purposes. The appraisal must be completed in order for the County Assessor to assess UBS Arena prior to the next Taxable Status Date of January 2, 2024.
Method of Procurement: Request for Proposals issued 8/1/2018. Seven proposals received and reviewed by the Evaluation Committee. Smith Valuation Services was one of five firms awarded a contract for on-call appraisal services.
Procurement History: See above.
Description of General Provisions: Contract for on-call real estate appraisal services from 1/1/2019 - 12/31/2023. The maximum amount to be paid under this five-year contract is \$20,000 per year for a total of \$100,000 over the term. The Original Agreement is amended to increase the Annual Maximum Amount for 2023 by \$100,000 so that the maximum amount to be paid to the contractor

shall not exceed \$120,000 for 2023.

Impact on Funding / Price Analysis: \$100,000 increase for 2023. Funds for the appraisal will be drawn from the Assessment Department's budget.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ASGEN1100	DE500	ASGEN1100 DE500	05	\$100,000.00
TOTAL								\$100,000.00

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$100,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$100,000.00

Routing Slip

Department			
NIFS Entry	Susan Landau	11/02/2023 12:09PM	Approved
NIFS Final Approval	Siju Sebastian	11/08/2023 12:40PM	Approved
Final Approval	Siju Sebastian	11/08/2023 12:40PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	11/09/2023 02:40PM	Approved
RE & Insurance Verification	Andrew Amato	11/08/2023 01:31PM	Approved
NIFS Approval	Mary Nori	11/09/2023 04:09PM	Approved
Final Approval	Mary Nori	11/09/2023 04:09PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	11/08/2023 02:00PM	Approved
NIFA Approval	Christopher Nolan	11/08/2023 02:23PM	Approved
Final Approval	Christopher Nolan	11/08/2023 02:23PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	11/10/2023 11:42AM	Approved
DCE Compliance Approval	Robert Cleary	12/01/2023 04:03PM	Approved
Vertical DCE Approval	Arthur Walsh	02/15/2024 09:47AM	Approved
Final Approval	Arthur Walsh	02/15/2024 09:47AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	03/04/2024 02:37PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

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 COUNTY DEPARTMENT OF REAL ESTATE PLANNING AND DEVELOPMENT, AND SMITH VALUATION SERVICES D/B/A STANDARD VALUATION SERVICES

APPROVED AS TO FORM



Deputy County Attorney

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith Valuation Services d/b/a Standard Valuation Services (“SVS”) for appraisal 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 authorizes the County Executive to execute said amendment to the above referenced agreement with SVS.

Amendment # 1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Real Estate Planning and Development, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Smith Valuation Services d/b/a Standard Valuation Services, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, NY 11501 (the "Contractor" or "SVS").

WITNESSETH:

WHEREAS, pursuant to the Nassau County Charter § 602, it is the duty of the Office of the Nassau County Assessor (the "Assessor") to assess all property situated in the County of Nassau ("Nassau"); and

WHEREAS, pursuant to the Nassau County Administrative Code § 6-2.1(a), the Assessor is obligated to determine the taxable status of all real property for state, county, town, special and school district taxes as of the second day of January of each year (the "Taxable Status Date"); and

WHEREAS, the next Taxable Status Date for Nassau is January 2, 2024; and

WHEREAS, UBS Arena is located in Nassau and is required to be assessed pursuant to Nassau County Charter § 602; and

WHEREAS, to date, UBS Arena has not been assessed and the Assessor does not have the expertise in its office to value the arena for assessment purposes; and

WHEREAS, the County desires to assess UBS Arena prior to the Taxable Status Date; and

WHEREAS, pursuant to County contract number CPQW19000003 between the County and the Contractor, executed on November 14, 2018 (the "Original Agreement"), the Contractor performs certain real estate appraisal services for the County, which services are more fully described in the original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is five (5) years (the "Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement is Twenty-Thousand Dollars (\$20,000.00) per year (the "Annual Maximum Amount") for a total amount of One Hundred Thousand Dollars over the Term; and

WHEREAS, the County desires to have the Contractor to perform an appraisal of UBS Arena for assessment purposes prior to the Taxable Status Date; and

WHEREAS, the cost to appraise UBS Arena will exceed the Annual Maximum Amount by approximately One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to increase the Annual Maximum Amount for 2023; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Maximum Amount. (a) The Annual Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00) so that the maximum amount that the County shall pay to Contractor shall not exceed One Hundred and Twenty Thousand Dollars (\$120,000.00) for 2023 and the maximum amount that the County shall pay the Contractor as full consideration for all Services provided during the Term of this amended Agreement (the "Amended Agreement") shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

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

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

SMITH VALUATION SERVICES d/b/a
STANDARD VALUATION SERVICES

By: 
Name: Matthew Smith
Title: President
Date: 10/30/23

NASSAU COUNTY

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

STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU)

On the 30th day of October in the year 2023 before me personally came Matthew Smith to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of SVS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



NEAL D. PEYSNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE4948197
Qualified in Nassau County
My Commission Expires March 06, 2027

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2023 before me personally came Arthur T. Walsh 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 Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Smith Valuation Services

2. Amount requiring NIFA approval: \$100,000.00

Amount to be encumbered: \$100,000.00

Slip Type: 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: to 11/1/2023 - 12/31/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

- Is the cash available for the full amount of the contract? Yes
- If not, will it require a future borrowing? No
- Has the County Legislature approved the borrowing? N/A
- Has NIFA approved the borrowing for this contract? N/A

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

Additional funds required to appraise UBS Arena in Nassau County, New York, for assessment purposes. The appraisal must be completed in order for the County Assessor to assess UBS Arena prior to the next Taxable Status Date of January 2, 2024.

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

- Nassau County Attorney as to form Yes
- Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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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.

CNOLAN

11/08/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Smith Valuation Services d/b/a Standard Valuation Services

CONTRACTOR ADDRESS: 27 East Jericho Turnpike, Mineola, NY 11501

FEDERAL TAX ID #: ██████████

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

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

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

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

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

The contract was originally executed by Nassau County on _____ [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 a written Request for Proposals was issued on August 1, 2018. Proposals were due on September 14, 2018. Seven (7) proposals were received and evaluated.

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

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

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

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

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

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

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

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

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

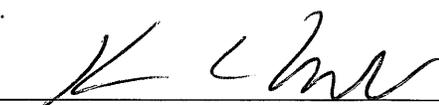
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. Vendor will not require any sub-contractors.

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



Department Head Signature

10/31/23

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO If yes, to what campaign committee?

See Attached list

3 File(s) uploaded: 2024 POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE.pdf, Additional POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE 2022.pdf, Additional POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE 2022.pdf

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

Vivian Scalia [VSCALIA@STANDARDVALUATION.COM]

Dated: 01/08/2024 10:41:06 am

Vendor: Smith Valuation DBA Standard Valuation Services

Title: Office MAnager



Corporate Headquarters

27 East Jericho Tpke
Mineola, NY 11501

T 516.248.6922 | F 516.742.4365

Principals

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

Partners

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

[†]NYS Certified General RE Appraiser

[†]CT Certified General Real Estate Appraiser

Senior Associates

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

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE

Nassau County Democratic Committee

Friends of Don Clavin

SCGOP

Cronin for Nassau

Kaminsky for Nassau

Citizens for Nicoletto

Nassau County Republican Committee

New Hyde Park-Garden City Park Republican Committee

Curran for Nassau

Friends of John Kennedy

Jack Schirman for Nassau

North Hempstead Republican Committee

Committee to elect Victoria Gumbs

Dinapoli 2022

Friends of Kevan Abrams

North Hempstead Republican Century Club

Anna Kaplan for NY State Senate

Friends of Dennis Walsh

Blakeman for Nassau

Elaine Phillips for Comptroller

Friends of Samantha Goetz

Jennifer DeSena for Town Supervisor

Scott Strauss for Legislator



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Curran for Nassau

Friends of John Kennedy

Jack Schirman for Nassau

North Hempstead Republican Committee

Committee to elect Victoria Gumbs

Dinapoli 2022

Friends of Kevan Abrams

North Hempstead Republican Century Club

Anna Kaplan for NY State Senate



**COUNTY OF NASSAU
LOBBYIST REGISTRATION AND DISCLOSURE FORM
Active Year: 2023
Approval Status: Approved
Tag/Identifier: Standard Valuation Services**

0. The lobbyist may skip questions 1 through 5 if they choose to upload a NYS form for the active year.

The lobbyist did not upload a NYS state form.

1. Name, address and telephone number of lobbyist(s)/lobbying organization.
**McBride Consulting & Business Development Group
290 Broadhollow Road, Suite 130E, Melville, NY 11747
(631) 944-3227**
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
New York State; Nassau County
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
**Standard Valuation Services
27 East Jericho Turnpike Mineola, NY 11501
(516) 248-6922**
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed.
Direct lobbying activity on behalf of the client in furtherance of their general construction business goals.
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
COUNTY EXECUTIVE Bruce A. Blakeman

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

https://apex5.nassaucountyny.gov/ords/itspace/at_lr_per_disc/2178683273008004180142

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

No

If yes, to what campaign committee? If none, you must so state:

CERTIFY AND SUBMIT

1. I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.
2. I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.
3. VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
4. The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

DATED: 2023-11-27T00:00:00Z

CERTIFIED AND SUBMITTED BY: TIM HENDRICKSON DIRECTOR OF COMPLIANCE

2023

- T.HENDRICKSON@MCBRIDENY.COM - (631) 944-3227 ext - 305

Approval Status: **Approved**

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

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

M^cBRIDE

Consulting & Business Development Group

NYC • Long Island • Albany •
Buffalo

www.mcbrideny.com

866-870-0071

December 13, 2022

Matt Smith
President
Standard Valuation Services
27 East Jericho Turnpike
Mineola, NY 11501

Re: Extension of Lobbying and Consulting Services Agreement

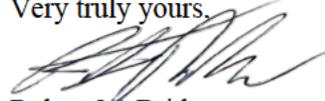
Dear Mr. Smith,

By this Letter Agreement Standard Valuation Services. ("Client") and MKBS Management Corp., d/b/a McBride Consulting and Business Development Group ("Consultant") hereby agree to extend term of the Consulting Services Agreement ("Agreement") between the parties, dated December 17, 2019. Renewal Contract commencing on December 31, 2022 and continuing until December 31, 2023.

The Letter Agreement extends the terms and provisions contained in the Agreement dated November 22, 2021. In conjunction with the Consulting Agreement, nothing in this Agreement Extension should deem to modify or change the terms or provisions of said Agreement.

Please sign where indicated below to denote your acknowledgement and acceptance of this Letter Agreement and kindly return a signed copy to my attention. If you have any questions or concerns regarding this agreement extension, please do not hesitate to contact me directly at r.mcbride@mcbrideny.com or at 631-944-3227.

Very truly yours,



Robert McBride
President and CEO
McBride Consulting and Business Development Group

Agreed to and Accepted by
Standard Valuation Services

By: 
Matt Smith, President

Date: 12/23/22

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: 09/26/2022

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

2) Address of Place of Business: 27 East Jericho Turnpike

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

Address: 12 Fairview Avenue

City: Montauk State/Province/Territory: NY Zip/Postal Code: 11954

Country: US

Start Date: _____ End Date: _____

Address: 500 7th Avenue - 8th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10018

Country: US

Start Date: 12/09/2016 End Date: _____

Address: 665 East Wakefield Boulevard

City: Winsted State/Province/Territory: CT Zip/Postal Code: 06098

Country: _____

Start Date: 06/20/2018 End Date: _____

Address: 888 Veterans Memorial Highway
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
Country: _____
Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

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

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES NO If yes, please provide details:
Smith & Degroat Real Estate rents part of the lower level of the building

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES NO If yes, please provide details:
Matthew Smith is the President of Smith & Degroat Realty - DBA Smith & Degroat Real Estate

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

11) Has the proposer, during the past seven years, been declared bankrupt?
YES NO If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES NO If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/01/1989

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

Matthew Smith, President
Andrew Albro, Vice President

Joanne Smith, Secretary

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

Matthew Smith, President
Andrew Albro, Vice President
Joanne Smith, Secretary

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

20

vi) Annual revenue of firm;

4000000

vii) Summary of relevant accomplishments

See attached

2 File(s) uploaded: Relevant Accomplishments.pdf, Relevant Accomplishments.pdf

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

16 File(s) uploaded: Al Babino License.pdf, Andrew Albro Renewed License.pdf, Dbahr License.pdf, Joanna Intagliata License.PDF, Joanne Smith license.pdf, John Watch new license.jpg, K Chapman license.pdf, M Sauvigne License.pdf, MBusch License.pdf, MSmith renewed License.pdf, Matt Holtz.PDF, NPeysner New License.pdf, Patrick Smith License.pdf, R Camilleri 2018-2020 License.pdf, Tim Morgenstern License.pdf, W Covington License.pdf

B. Indicate number of years in business.

32

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.

1 File(s) uploaded: Additional information - Question C.pdf

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

Company	Spellman Rice Gibbons Polizzi & Truncale LLP
Contact Person	Benjamin J. Truncale Jr., Esq.
Address	229 Seventh Street - Suite 100

City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 592-6813		
Fax #	(516) 742-1305		
E-Mail Address	Btruncale@spellmanlaw.com		

Company	NYC Dept. of Citywide Admin Services		
Contact Person	Tonia Vailas, MAI, AI-GRS		
Address	1 Centre Street - 20th Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 386-0479		
Fax #			
E-Mail Address	Tvailas@dcas.nyc.gov		

Company	Nassau County Department of Assessment		
Contact Person	James Davis		
Address	240 Old Country Road		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-3432		
Fax #			
E-Mail Address	Jdavis@nassaucountyny.gov		

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

I, Vivian Scalia , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Smith Valuation DBA Standard Valuation Services

Electronically signed and certified at the date and time indicated by:
Vivian Scalia VSCALIA@STANDARDVALUATION.COM

Office Manager

Title

11/20/2023

Date

Standard Valuation Services – Business History additional pages.

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

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

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

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

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

Both Mr. Smith and Mr. Albro have earned the respect of both the Court and petitioner’s counsel, having effectively represented the County in such high profile cases as the Roosevelt Field Mall. Both have demonstrated their ability to clearly communicate and explain complicated valuation matters, and to offer incisive critiques of adversaries’ appraisals to assist the County in effective witness examination.

SVS fully understands the complexities of the Nassau County Assessment system having completed projects for various County departments over the past twenty (20) years. These projects include, but are not limited to, Small Claims Assessment Review projects (SCAR), Tax Certiorari Litigation and Support for the County Attorney's Office, support and appraisal services for the Assessment Review Commission (ARC) and real estate appraisal services for Nassau County's Division of Real Estate Services.

Standard Valuation Services – Business History additional pages.

Principals:

Matthew L. Smith – President – 3 Fathers Court, Dix Hills, NY – 24% share

Andrew W. Albro – Vice President – 269 Roselle St., Mineola, NY – 25% share

Joanne E. Smith – Secretary/Treasurer – 3 Fathers Court, Dix Hills, NY – 51% share

Standard Valuation Services – Business History additional pages.

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

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

Robert J. Studwell, MAI, SRA
Wayne Covington
David Bahr
Patrick Smith

Albert Babino, SRA
Gregory D'Esposito
Robert Reed, SRA
Mark Sauvigne

Matthew Busch
Ronald Camilleri, MAI
Matthew Holtz

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

Albert Babino, SRA
Larry Sorenson

Neal Peysner, SRA
Kate Chapman

Robert Reed, SRA
MaryEllen McDonough

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

UNIQUE ID NUMBER
46000044003

State of New York
Department of State

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

EFFECTIVE DATE

MO.	DAY	YR.
06	21	22

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

EXPIRATION DATE

MO.	DAY	YR.
06	20	24



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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
46000002861

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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Control
No. 1538916

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

EFFECTIVE DATE

MO.	DAY	YR.
11	19	23

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

EXPIRATION DATE

MO.	DAY	YR.
11	18	25

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
46000044329

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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No. **1531335**

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EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

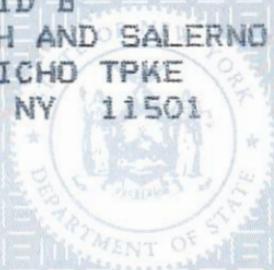
EFFECTIVE DATE

MO.	DAY	YR.
11	15	22

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

EXPIRATION DATE

MO.	DAY	YR.
11	14	24



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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER

45000052532

State of New York
Department of State

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EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
08	16	23

INTAGLIATA JOANNA H
C/O STANDARD VALUATION SERVICE
27 EAST JERICHO TPKE
MINEOLA, NY 11501-3100

EXPIRATION DATE

MO.	DAY	YR.
08	15	25

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
46000006249

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

EFFECTIVE DATE

MO.	DAY	YR.
09	09	22

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

EXPIRATION DATE

MO.	DAY	YR.
09	08	24

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



In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
45000045716

State of New York
Department of State

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

EFFECTIVE DATE

MO. DAY YR.
08 29 23

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

EXPIRATION DATE

MO. DAY YR.
08 28 25

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
48000050999

State of New York
Department of State

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

EFFECTIVE DATE

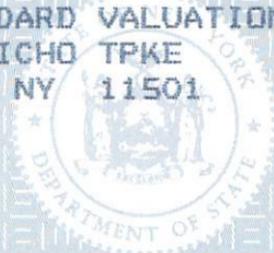
MO.	DAY	YR.
09	10	22

SAUVIGNE MARK P
C/O STANDARD VALUATION SERVICE
27 E JERICO TPKE
MINEOLA, NY 11501

EXPIRATION DATE

MO.	DAY	YR.
09	09	24

HAS BEEN DULY LICENSED AS A
REAL ESTATE APPRAISER ASSISTANT



In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER

46000048869

State of New York
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1547899

PURSUANT TO THE PROVISIONS OF ARTICLE 66 OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
01	22	22

HOLTZ MATTHEW
C/O SVS INC
27 E VERMONT TRKE
MINEOLA, NY



EXPIRATION DATE

MO.	DAY	YR.
01	21	24

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
ACTING SECRETARY OF STATE

UNIQUE ID NUMBER

46000002556

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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1538296

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

EFFECTIVE DATE

MO.	DAY	YR.
11	26	23

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

EXPIRATION DATE

MO.	DAY	YR.
11	25	25

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER

46000051070

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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1530382

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

EFFECTIVE DATE

MO.	DAY	YR.
09	05	22

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

EXPIRATION DATE

MO.	DAY	YR.
09	04	24

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER

46000003544

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1547217

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

EFFECTIVE DATE

MO.	DAY	YR.
01	28	22

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

EXPIRATION DATE

MO.	DAY	YR.
01	27	24

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
ACTING SECRETARY OF STATE

UNIQUE ID NUMBER

46000051949

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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Control
No.

1549200

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

EFFECTIVE DATE

MO.	DAY	YR.
04	05	22

SMITH PATRICK J
C/O STANDARD VALUATION SERVICE
27 E JERICHO TURNPIKE
MINEOLA, NY 11501

EXPIRATION DATE

MO.	DAY	YR.
04	04	24



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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
45000052293

State of New York
Department of State

DIVISION OF LICENSING SERVICES

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No. **1531135**

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EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE

MO.	DAY	YR.
11	19	22

MORGENSTERN TIMOTHY J
C/O STANDARD VALUATION SERVICE
27 E JERICHO TURNPIKE
MINEOLA, NY 11501-3100

EXPIRATION DATE

MO.	DAY	YR.
11	18	24



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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

UNIQUE ID NUMBER
46000048973

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control
No. 1530933

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

EFFECTIVE DATE

MO.	DAY	YR.
09	22	22

COVINGTON WAYNE
C/O STANDARD VALUATION SERVICE
27 E JERICHO TPKE
MINEOLA, NY 11501

EXPIRATION DATE

MO.	DAY	YR.
09	21	24

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

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed.

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

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

YES NO If Yes, provide details.

I am the President of Smith & Degroat Real Estate.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES NO If Yes, provide details.

S&D Real estate has a Mitchel Field Veteran Community Contract, a Landmark Properties Contract and a Nassau County Real Estate Asset Contract.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Matthew Smith , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Smith & Drake Realty

Name of submitting business

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

Matthew Smith MSMITH@STANDARDVALUATION.COM

President

Title

09/27/2023 09:41:18 am

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: Andrew W. Albro
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 27 East Jericho Turnpike
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Telephone: (516) 248-6922

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/12/2006</u>		
(Other)			

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

YES NO If Yes, provide details.

I hold 25% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Andrew Albro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Smith Valuation Services DBA Standard Valuation Services Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Andrew Albro AALBRO@STANDARDVALUATION.COM

Executive Vice President

Title

01/04/2024 03:45:23 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joanne E. Smith
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 27 East Jericho Turnpike
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Telephone: (516) 248-6922

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>06/01/1989</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/1989</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO If Yes, provide details.
I own 51% of the company

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [] NO [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.

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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 an explanation of the circumstances and corrective action taken.

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

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

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

I, , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Smith Valuation DBA Standard Valuation Services

Name of submitting business

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

Joanne E. Smith JSMITH@STANDARDVALUATION.COM

Secretary

Title

01/08/2024 09:30:18 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Smith Valuation DBA Standard Valuation Services

Address: 27 East Jericho Turnpike

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

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

3. Type of Business: Other (specify) S-Corp

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):

2 File(s) uploaded: Lists of Principals 2022.pdf, Principals.pdf

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

If none, explain.

1 File(s) uploaded: Principals.pdf

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

Matthew Smith is also the president of Smith & Drake Realty - DBA Smith & Degroat Real Estate.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [X] NO []

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

Robert McBride
McBride Consulting & Business Development
215 Willis Avenue
Mineola, NY 11501
631-745-9000

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

Real Estate Issues

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

New York State
Nassau County

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

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

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

Vivian Scalia [VSCALIA@STANDARDVALUATION.COM]

Dated: 01/04/2024 03:04:58 pm

Title: Office MANager

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 but 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.



Corporate Headquarters

27 East Jericho Tpke
Mineola, NY 11501

T 516.248.6922 | F 516.742.4365

Principals

Matthew L. Smith, MAI, SRA, MRICS*
Andrew W. Albro, MAI, MRICS*
Joanne E. Smith, MAI*

Partners

Albert Babino, SRA*
Ronald Camilleri, MAI*
Neal D. Peysner, SRA*
Robert Reed, SRA*
Robert J. Studwell, MAI*

*NYS Certified General RE Appraiser
*CT Certified General Real Estate Appraiser

Senior Associates

David Bahr*
Matthew Busch*
Kate Chapman*
Wayne Covington*
Gregory D'Esposito*
Matthew Holtz*
Scott Shore*
Patrick Smith*

Matthew L. Smith
President



Owns 24% of the corporation

Andrew W. Albro
Vice President



Owns 25% of the corporation

Joanne E. Smith
Secretary/Treasurer



Owns 51% of the corporation

New York City

315 West 36th St - 10th floor
New York, NY 10018
T 646.503.5091 | F 646.503.5063

Central Suffolk

888 Veterans Memorial Hwy, Ste 530
Hauppauge, NY 11788
T 631.761.1850 | F 631.761.9221

Eastern Suffolk

32 South Etna Ave
Montauk, NY 11954
T 631.960.8802

Connecticut

665 E. Wakefield Blvd
Winsted, CT 06098
T 860.238.7277

Standard Valuation Services – Business History additional pages.

Principals:

Matthew L. Smith – President – [REDACTED] – 24% share
Andrew W. Albro – Vice President – [REDACTED] – 25% share
Joanne E. Smith – Secretary/Treasurer – [REDACTED] – 51% share



**BUSINESSOWNERS DECLARATION
BUSINESSOWNERS RENEWAL DECLARATIONS**

1W

RENEWAL OF OBY 6802950

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OBY-6802950-15	11/20/2023 11/20/2024	CITIZENS INSURANCE COMPANY OF AMERICA	860681100

Named Insured and Address

SMITH VALUATION D/B/A STANDARD
VALUATION SERVICES INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent

631-981-7600
BRADLEY & PARKER, INC.
320 SOUTH SERVICE RD.
MELVILLE, NY 11747

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION (SINGLE).

Mortgagee/Loss Payable:

SEE ADDITIONAL INTEREST SCHEDULE

Business of the Named Insured:

OFFICE.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LOCATION SCHEDULE

Described Premises:

NO. 001 001 27 E JERICHO TPKE, MINEOLA, NY 11501

SECTION I - PROPERTY	LIMITS OF INSURANCE					
	Loc No 001	Bldg No 001	Loc No	Bldg No	Loc No	Bldg No
Deductible Amount	\$ 1,000		\$		\$	
Building Amount Valuation	\$ 1,604,467 RC					
Business Personal Property Valuation	\$ 802,233 RC					
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 3 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / None / 24 hours / 48 hours / 72 hours 24 HOURS					
SECTION II - LIABILITY	LIMITS OF INSURANCE					
Liability and Medical Expenses Limits of Insurance:						
Except for Damage to Premises Rented to You, each paid claim for the following coverages reduce the Amount of Insurance we provide during the applicable annual period. Please refer to SECTION II - LIABILITY, D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE , paragraph.4. of the Businessowners Coverage Form.						
Liability and Medical Expenses Limit	\$ 1,000,000	Per Occurrence	\$ 2,000,000	Aggregate		
Medical Expenses	\$ 5,000	Each Person				
Damage to Premises Rented to You	\$ 300,000	All Perils				

Date Issued: 09/06/2023

ORIGINAL/INSURED

Payment Type: DIRECT BILL

BUSINESSOWNERS DECLARATION
BUSINESSOWNERS RENEWAL DECLARATIONS

1W

RENEWAL OF OBY 6802950

Policy Number	Policy Period		Coverage is Provided in the	Agency Code
	From	To		
OBY-6802950-15	11/20/2023	11/20/2024	CITIZENS INSURANCE COMPANY OF AMERICA	860681100

Named Insured and Address

SMITH VALUATION D/B/A STANDARD
 VALUATION SERVICES INC.
 27 E JERICO TPKE
 MINEOLA NY 11501

Agent

631-981-7600
 BRADLEY & PARKER, INC.
 320 SOUTH SERVICE RD.
 MELVILLE, NY 11747

Additional Property Coverages and Extensions:

See attached Schedule for Additional Coverages provided for under this Policy.

Audit Frequency: Annual

Additional Liability Coverages: General Liability Broadening Endorsement

General Liability Class: 96317

Description: REAL ESTATE APPRAISERS OFFICE

Liability Exposure: \$148,118 PAYROLL

Policy Forms, Endorsements and Optional Coverages Attached:

See Forms and Endorsements Schedule

NEW YORK STATE FIRE FEE:	\$ 36.21
TOTAL BOP COVERAGE PREMIUM:	\$ 8,627.21
BOP TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	\$ 25.00
OTHER THAN FIRE FOLLOWING	\$ 10.00
FIRE FOLLOWING	\$ 15.00
TOTAL UMBRELLA COVERAGE PREMIUM:	\$ 1,525.00
UMB TERRORISM COVG (INCLUDED IN TOTAL POLICY PREMIUM)	\$ 25.00
DEPOSIT PREMIUM:	\$ 10,152.21
TOTAL POLICY PREMIUM IS:	\$ 10,152.21

Countersigned this ____ Day of _____

 Authorized Representative

This Declarations Page with the Policy Contract, Forms and Endorsements, if any,
 Complete the Policy.



TOKIOMARINE
HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

REAL ESTATE PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

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

1. **Named Insured:** Smith Valuation Services, Inc dba Standard Valuation Services
2. **Address:** 27 East Jericho Turnpike
Mineola, NY 11501
3. **Producer:** Professional Liability Consulting Svcs.
4. **Policy Number:** H723-121495
5. **Policy Period:** Effective Date: 05/18/2023 Expiration Date: 05/18/2024
(12:01 a.m. Local Time at the Address of the **Named Insured**, above)
6. **Retroactive Date:** 05/18/2005
7. **Knowledge Date:** 05/18/2005
8. **Limit of Liability:** USD2,000,000 for each **Claim** (including **Loss** and **Claim Expenses**)
USD2,000,000 for the total of all **Claims** (including **Loss** and **Claim Expenses**)
9. **Deductible:** USD10,000.00 for each **Claim** (including **Loss** and **Claim Expenses**)
10. **Premium:** USD14,175.00

Administrative/Inspection Fee: USD50.00

11. **Cyber Secure Coverage:** Not Purchased

12. a. **How to Report a Professional Liability Claim:**

Report any **Claim** or potential **Claim** to the individual below as required below by this Policy and

Section IX. **NOTIFICATION:**

Tokio Marine HCC-Professional Lines Group Claims Department

c/o Head of Claims

37 Radio Circle Drive

Mount Kisco, NY 10549

Claims Telephone Number: 800-742-2210

Claims Email Address: SubmitClaims@tmhcc.com

REO (1.01.2020)

This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law

06/17/2023
Id:539101845

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





TOKIO MARINE
HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

REAL ESTATE PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

b. How to Report a Cyber Claim:

Tokio Marine HCC Cyber & Professional Lines Group

16501 Ventura Blvd., Suite 200

Encino, CA 91436

Claims Telephone Number: 888-627-8995

Claims Email Address: CyberClaims@tmhcc.com

Schedule of Endorsements

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

- | | | |
|---|---------|---|
| 1 | REO 109 | Service of Suit Endorsement |
| 2 | REO 19 | Real Estate Appraisers Endorsement |
| 3 | MANU1 | Manuscript Endorsement #1 |
| 4 | REO 69 | Increased Limit and Applicable Retroactive Date Endorsement |
| 5 | REO 191 | Predecessor Entities Endorsement |
| 6 | REO 423 | Amended Definition of Independent Contractor Endorsement |
| 7 | REO 409 | Professional Services Exclusionary Endorsement |
| 8 | REO 166 | California Real Estate Exclusionary Endorsement |

By: Michael J. Stahl
Authorized Representative



**BUSINESSOWNERS DECLARATION
BUSINESSOWNERS RENEWAL DECLARATIONS**

1W

RENEWAL OF OBY 6802950

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
OBY-6802950-15	11/20/2023 11/20/2024	CITIZENS INSURANCE COMPANY OF AMERICA	860681100

Named Insured and Address

SMITH VALUATION D/B/A STANDARD
VALUATION SERVICES INC.
27 E JERICHO TPKE
MINEOLA NY 11501

Agent

631-981-7600
BRADLEY & PARKER, INC.
320 SOUTH SERVICE RD.
MELVILLE, NY 11747

Policy Period: Beginning and Ending at 12:01 a.m. Standard Time at the Location of the Described Premises.

Business Type: CORPORATION (SINGLE).

Mortgagee/Loss Payable:

SEE ADDITIONAL INTEREST SCHEDULE

Business of the Named Insured:

OFFICE.

In consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the Schedule below and with respect to those coverages and kinds of property for which a specific Limit of Insurance is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

LOCATION SCHEDULE

Described Premises:

NO. 001 001 27 E JERICHO TPKE, MINEOLA, NY 11501

SECTION I - PROPERTY	LIMITS OF INSURANCE					
	Loc No 001	Bldg No 001	Loc No	Bldg No	Loc No	Bldg No
Deductible Amount	\$ 1,000		\$		\$	
Building Amount Valuation	\$ 1,604,467 RC					
Business Personal Property Valuation	\$ 802,233 RC					
Business Income	ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 3 CONSECUTIVE MONTHS					
Business Income Waiting Period	Excluded / None / 24 hours / 48 hours / 72 hours 24 HOURS					
SECTION II - LIABILITY	LIMITS OF INSURANCE					
Liability and Medical Expenses Limits of Insurance:						
Except for Damage to Premises Rented to You, each paid claim for the following coverages reduce the Amount of Insurance we provide during the applicable annual period. Please refer to SECTION II - LIABILITY, D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE , paragraph.4. of the Businessowners Coverage Form.						
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Medical Expenses	\$ 5,000	Each Person				
Damage to Premises Rented to You	\$ 300,000	All Perils				

Date Issued: 09/06/2023

ORIGINAL/INSURED

Payment Type: DIRECT BILL



TOKIOMARINE
HCC

Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

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c/o Head of Claims

37 Radio Circle Drive

Mount Kisco, NY 10549

Claims Telephone Number: 800-742-2210

Claims Email Address: SubmitClaims@tmhcc.com

REO (1.01.2020)

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| 7 | REO 409 | Professional Services Exclusionary Endorsement |
| 8 | REO 166 | California Real Estate Exclusionary Endorsement |

By: Michael J. Stahl
Authorized Representative

NEW YORK WORKERS' COMPENSATION POLICYHOLDER NOTICE OF RIGHT TO APPEAL

Policyholder Disputes

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing, and/or other New York Compensation Insurance Rating Board (NYCIRB) rulings or decisions pertaining to this policy.

Please refer to the Employer's Appeal Process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:

<http://www.dfs.ny.gov/about/contactus.htm#consumer>

or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

Policyholder Right to Appeal

An insured, or its representative, (hereafter referred to as "insured"), may appeal the application of a rule or procedure contained in the NY Workers Compensation & Employers Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which makeup the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. A staff member will review the request and respond to the insured within sixty (60) days, in writing, acknowledging receipt of the request, granting the insured its request or sustaining its original ruling.
2. The insured, if not satisfied with the outcome in 1. above, may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and contain any supporting documents. The appropriate Department Vice President or his or her designated representative, if appropriate, will preside at the conference.
3. If the dispute is not resolved at the conference, the insured may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reason(s) for the appeal and the nature of the complaint.

Following receipt of the appeal, the insured will be notified regarding the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be given for this matter. Subsequent to the hearing, the insured will be advised, in writing, of the Underwriting Committee decision regarding its complaint.

4. If the Underwriting Committee ruling is not satisfactory to the insured, the insured may then request a hearing at the New York State Department of Financial Services to consider the decision of the Rating Board's Underwriting Committee.
5. The New York State Department of Financial Services decision may be appealed to a higher court, by either the insured or the Rating Board.

THE STATE INSURANCE FUND



BUSINESSOWNERS DECLARATION
BUSINESSOWNERS RENEWAL DECLARATIONS

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RENEWAL OF OBY 6802950

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TOKIOMARINE
HCC

Houston Casualty Company

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c/o Head of Claims

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REQ (1.01.2020)



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| 7 | REO 409 | Professional Services Exclusionary Endorsement |
| 8 | REO 166 | California Real Estate Exclusionary Endorsement |

By: Michael J. Stahl
Authorized Representative

RULES RESOLUTION NO. – 2023

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 COUNTY DEPARTMENT OF REAL ESTATE PLANNING AND DEVELOPMENT, AND SMITH VALUATION SERVICES D/B/A STANDARD VALUATION SERVICES

APPROVED AS TO FORM



Deputy County Attorney

WHEREAS, the County has negotiated an amendment to a personal services agreement with Smith Valuation Services d/b/a Standard Valuation Services (“SVS”) for appraisal 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 authorizes the County Executive to execute said amendment to the above referenced agreement with SVS.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date this agreement is executed by the County Executive (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Real Estate Planning and Development, having its principal office at One West Street, Room 200, Mineola, New York 11501 (the "Department"), and (ii) Smith Valuation Services, Inc., d/b/a Standard Valuation Services, a New York State corporation, having its principal office at 27 East Jericho Turnpike, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

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

1. Term. This Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of, on an as-needed basis, performing appraisals for the County in accordance with Appendix A attached hereto ("Services"). Work may be assigned to the Contractor in the sole and absolute discretion of the County.

(b) No Guarantee of Work. Contractor is not guaranteed work under this Agreement. This Agreement only provides Contractor with the eligibility to perform the Services described in this Agreement for which it has previously stated that it has the skill set and can provide the necessary Services. Work may be assigned a contractor only when deemed necessary by the County and may be assigned by the County to the Contractor or any other contractor with which the County has a contract to perform the Services.

(c) County Ownership and Control of Work Product. Any reports, plans, specifications, engineering calculations, surveys, technical data, all miscellaneous drawings, and all information contained therein provided or produced by the Contractor in connection with its performance under this Agreement shall be the property of the County. The County hereby grants the Contractor the right to retain copies of such materials and information for use in any future work with the County. It is understood and agreed that the Contractor may not disseminate these materials to any person or entity nor may the Contractor use these materials for purposes other than work for the County, without the prior written approval of the County.

(d) Infringement. The Contractor warrants and represents that all deliverables required by this Agreement to be created for the County (the "Deliverables" or a "Deliverable") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or action alleging that any Deliverable infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right. In the event of any third party claim against the County in respect of the

Deliverable, the Contractor, at its option, may (i) obtain the right to produce or use the Deliverable without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverable, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Deliverable and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific instructions.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) per year payable in accordance with the fee schedule attached hereto as Appendix B.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

Agreement.

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

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined

limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

10. 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.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts

giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

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

15. 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.

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

17. 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.

18. 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.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty and 00/100 dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

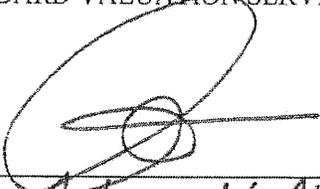
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and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

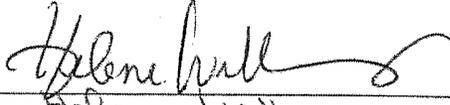
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SMITH VALUATION SERVICES, INC. d/b/a
STANDARD VALUATION SERVICES

By: 
Name: Andrew W Albro
Title: Vice President
Date: 11/14/18

NASSAU COUNTY

By: 
Name: Helena Williams
Title: Deputy County Executive
Date: 4-12-19

PLEASE EXECUTE IN BLUE INK

Appendix A

Services Schedule

The Services that shall be provided by the Contractor, as requested by the County, are as follows:

1. **Commercial Building Appraisals** – The Contractor shall, at the request of the County, prepare and submit appraisal reports of assigned properties indicating an estimate of fair market value. This includes office, retail and industrial properties. The report shall include the collection of property specific data for both the subject property and comparable sales. Reports must also include descriptions of selected comparable sales, adjustments of sales comparable to the subject property, weighing of comparables and an indication of market value.
2. **Leasehold/Rental Interest Appraisals** – The Contractor shall, at the request of the County, prepare and submit appraisal reports of assigned properties indicating the fair rental value for either the County being the tenant or the landlord for the assigned parcel.
3. **Vacant Land Appraisals** – The Contractor, at the request of the County, must prepare and submit self-contained, fully-documented appraisal reports indicating the fair market value of assigned County-owned vacant land and any and all associated property rights. This may include an unencumbered fee simple interest, servient estate (negative easement) and dominant estate (positive easement). The Contractor must verify the real property rights to be appraised, clearly define the real property rights within the report and utilize generally accepted appraisal techniques in performing and reporting the appraisal process.
4. **Limited Appraisal Reports** – The County, for certain undersized parcels of vacant land may request a “letter” evaluation indicating fair market value. In most of these instances, conveyances are made to an adjoining property owner. Such “letter” shall indicate the fair market value of the property assigned and shall be prepared in a manner consistent with a “Restricted Use Appraisal Report” as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 2(c). Fees for these reports may not exceed \$400 per report for properties less than 25,000 square feet or \$500 per report for properties over 25,000 square feet.
5. **Consulting Services** – Subsequent to the submission of an appraisal assignment, the Contractor shall make available to the County the individual responsible for said report to answer any questions, and attend any meeting or conference, etc. for a period of one hour free of charge.
6. **Easement Valuations** – The Contractor, at the request of the County, shall estimate the market value of permanent and temporary easements, including conservation easements, based upon a careful review and reporting of the area encumbered by the easement, the easement’s use and specific real property rights associated with the easement(s). A “before and after” appraisal of the property encumbered by said easement will be considered and conducted where appropriate, at the request of the County. This scope of service will similarly apply to the valuation of properties that are burdened by easements.
7. **Review Appraisals** – At the request of the County, the Contractor shall review one or more appraisals of the same property from different appraisers to determine which appraisal more accurately reflects the value of the subject property based upon the content of the appraisal and the methodologies used.

Reports must be submitted in hard copy in all cases and, when requested, in electronic form. The County will prescribe the form and medium of the electronic data, including digitalized photographs. The County may authorize the use of a substitute form proposed by the Contractor. The data for subject and comparable properties shall include, but not be limited to, as applicable, address; legal description; school district; property use code; building style; proximity to the subject property; sale price; sale date; photographs; lot dimensions; lot size; actual age; gross floor area of living space; number of rooms; number of baths; basement type and size; garage type and size; location factors (negative and positive influences, such as water views, busy streets and proximity to commercial uses) and other amenities (such as pools, fireplaces and decks). All documents and data relating to the subject property, which are collected in the course of the appraisal or evaluation, will be submitted to the County along with such report. Additionally, the Contractor must be able to respond to quality control inquiries in a timely manner.

All appraisals must be prepared in compliance with the USPAP, including USPAP's Competency Rule, Scope of Work Rule, Standard 1 and Standard 2.

Appendix B

Fee Schedule

All fees include one (1) hour of consulting

<u>Type of Service</u>	<u>Size of Property</u>	<u>Fee</u>
Commercial Building (Market Value)	100,000 sq. ft. or less	\$4,000.00
Commercial Building (Market Value)	Greater than 100,000 sq. ft.	\$5,750.00
Vacant Land (Market Value)	Less than 1 acre	\$3,000.00
Vacant Land (Market Value)	1 acre to less than 10 acres	\$4,000.00
Vacant Land (Market Value)	10 acres or greater	\$5,000.00
Commercial Building (Rental Analysis)	100,000 sq. ft. or less	\$3,500.00
Commercial Building (Rental Analysis)	Greater than 100,000 sq. ft.	\$4,500.00
Vacant Land (Rental Analysis)	100,000 sq. ft. or less	\$4,000.00
Vacant Land (Rental Analysis)	Greater than 100,000 sq. ft.	\$4,500.00
Easement Valuations	less than ½ acre	\$3,750.00
Easement Valuations	½ acre to less than 5 acres	\$4,750.00
Easement Valuations	5 acres to less than 50 acres	\$6,000.00
Easement Valuations	50 acres or greater	\$8,500.00
Review Appraisals	N/A	\$3,500.00
Consulting Services (Beyond First Hour)	N/A	\$200.00/hour
Limited Appraisal Reports (Vacant Land)	Less than 10,000 sq. ft.	No bid
Limited Appraisal Reports (Vacant Land)	10,000 sq. ft. and greater	No bid

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified

Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

these rules.

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Matthew L. Smith (Name)

27 E. Jericho Tpk. Mincola, NY (Address)

516-248-6922 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has 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:

CERTIFICATION

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

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

Sworn to before me this 29th day of October 2018

Neal D. Peysner
Notary Public

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

Standard Valuation Services
Name of submitting business

Andrew W. Albro
Print name

[Signature]
Signature

Vice President
Title

10 / 29 / 2018
Date