



E-78-20

NIFS ID:CQPK19000029 **Department:** Parks

Capital:

SERVICE: U.O. Permit

Contract ID #:CQPK19000029

NIFS Entry Date: 26-NOV-19

Term: from 01-JUL-20 to 31-DEC-24

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Historic Hudson Valley	Vendor ID#: [REDACTED]
Address: 639 Bedford Road Pocantico Hills, NY 10591	Contact Person: [REDACTED]
	Phone: [REDACTED]

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

Routing Slip

Department	NIFS Entry: X	05-DEC-19 -- PABUFFOLINO
Department	NIFS Approval: X	10-DEC-19 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-DEC-19 -- IQURESHI
OMB	NIFS Approval: X	10-DEC-19 -- SJACOB
County Atty.	Insurance Verification: X	10-DEC-19 -- AAMATO
County Atty.	Approval to Form: X	11-DEC-19 -- DMCDERMOTT
CPO	Approval: X	02-APR-20 -- KOHAGENCE

DCEC	Approval: X	03-APR-20 -- JCHIARA
Dep. CE	Approval: X	03-APR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	09-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The Use and Occupancy Permit is to produce Blaze, an event concept wholly owned by Historic Hudson Valley (HHV) at Old Bethpage Village Restoration (OBVR). Producing Blaze at OBVR , as well as other tangible and intangible benefits to both organizations, including the realization of enduing capital and program improvements at OBVR that will benefit the public. HHV will create, install, operate and dismantle a Halloween them spectacular at OBVR referred to as Blaze.
Method of Procurement: n/a
Procurement History: n/a
Description of General Provisions: The Use and Occupancy Permit is to produce Blaze, an event concept wholly owned by Historic Hudson Valley at Old Bethpage Village Restoration. Producing Blaze at OBVR , as well as other tangible and intangible benefits to both organizations, including the realization of enduing capital and program improvements at OBVR that will benefit the public. HHV will create, install, operate and dismantle a Halloween them spectacular at OBVR referred to as Blaze.
<p>The missions of HHV and OBVR are in alignment, advancing restoration and education and preserve and celebrate the history and culture of the HHV's Trustees wish to explore an extension of that mission to other regions and historic places, and in doing so to also enhance the historic fabric and programs of those places for the benefit and enjoyment of the public.</p>
Impact on Funding / Price Analysis: n/a
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERMIT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND HISTORIC HUDSON VALLEY.

WHEREAS, the County has negotiated a use and occupancy permit agreement with Historic Hudson Valley in relation to the use and occupancy of certain land at Old Bethpage Village Restoration in Old Bethpage, New York, for the purpose of presenting a Halloween themed spectacular, a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, that the Nassau County Department of Parks, Recreation and Museums has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be identified as a “Type II” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), recommends that the Legislature upon its review of the attached documentation, determine that the evidence before it indicates that the proposed action will have no

significant environmental impact and does not require further environmental review, now, therefore, be it resolved:

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said use and occupancy permit agreement with Historic Hudson Valley; and be it further

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Historic Hudson Valley

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

Amount to be encumbered: \$.01

This is a New

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

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

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

3. Contract Term: 8/1/19-12/31/23

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Purpose: The Use and Occupancy Permit is to produce Blaze, an event concept wholly owned by Historic Hudson Valley (HHV) at Old Bethpage Village Restoration (OBVR). Producing Blaze at OBVR, as well as other tangible and intangible benefits to both organizations, including the realization of enduring capital and program improvements at OBVR that will benefit the public. HHV will create, install, operate and dismantle a Halloween themed spectacular at OBVR referred to as Blaze.

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

Nassau County Attorney as to form

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:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

10-DEC-19

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.

Contract ID	Date	Amount

Jack Schnirman
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: Historic Hudson Valley

CONTRACTOR ADDRESS: 639 Bedford Hills, NY 10591

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("X") 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 _____

_____[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. *THIS IS NOT A PERSONAL SERVICE CONTRACT IT IS AN U/O PERMIT - REVENUE PRODUCING*

- ☐ 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

11/26/18

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?

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

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

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

Electronically signed and certified at the date and time indicated by:
Rob Schweitzer [RSCHWEITZER@HUDSONVALLEY.ORG]

Dated: 03/09/2020 03:05:33 PM

Vendor: Historic Hudson Valley

Title: Vice President, Communications & Commerce

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: Waddell Stillman
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 639 Bedford Road
City: Pocantico Hills State/Province/Territory: NY Zip/Postal Code: 10591
Country: US
Telephone: 9146318200

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

List of other addresses and telephone numbers attached

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

President	<u>06/01/1999</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Waddell Stillman , 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, Waddell Stillman , 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.

Historic Hudson Valley

Name of submitting business

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

Waddell Stillman [WSTILLMAN@HUDSONVALLEY.ORG]

President

Title

11/19/2019 03:41:24 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: Robert G. DeLaMater
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: Sullivan & Cromwell LLP, 125 Broad Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10004
Country: US
Telephone: 2125584788

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	<u>02/02/2006</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Robert G. DeLaMater, 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, Robert G. DeLaMater, 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.

Historic Hudson Valley

Name of submitting business

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

Robert G. DeLaMater [DELAMATERR@SULLCROM.COM]

Chairman of the Board

Title

03/03/2020 09:57:33 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: Wilson S Neely
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 639 Bedford Road
City: New York State/Province/Territory: NY Zip/Postal Code: 10591
Country: US
Telephone: 914-631-8200

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>02/28/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

I am an officer of myFace and ReadWorks, each of which is a not-for-profit organization based in NYC.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Wilson S Neely, 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, Wilson S Neely, 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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Historic Hudson Valley

Name of submitting business

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

Wilson S Neely [WILSONSNEELY@GMAIL.COM]

Secretary

Title

02/23/2020 10:07:48 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: William H. Wright
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address:	639 Bedford Road		
City:	Tarrytown	State/Province/Territory:	NY
Country	US	Zip/Postal Code:	10591
Telephone:	914-631-8200		

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	12/01/2014
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, William H. Wright, 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, William H. Wright, 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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Historic Hudson Valley

Name of submitting business

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

William H. Wright [WRIGHTBILLY@GMAIL.COM]

Treasurer

Title

03/03/2020 12:20:51 PM

Date

Business History Form

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

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

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

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

Date: 11/13/2019

1) Proposer's Legal Name: Historic Hudson Valley

2) Address of Place of Business: 639 Bedford Road

City: Pocantico Hills State/Province/Territory: NY Zip/Postal Code: 10591

Country: US

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: None

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

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

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists.

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

HHV employee Peter Pockriss is the son of Nassau County Museum Division employees Harold and
Judith Pockriss.

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

No conflict exists.

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

06/25/1951

- 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.

Historic Hudson Valley is a non-profit organization. There are no shareholders, members, general or limited partners with any financial interest.

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

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

Waddell Stillman, President, 639 Bedford Road, Pocantico Hills, NY 10591

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

230

- vi) Annual revenue of firm;

12000000

- vii) Summary of relevant accomplishments

Historic Hudson Valley creates some of the most successful Halloween inspired events in the country. Its blockbuster event The Great Jack O'Lantern Blaze is the country's largest jack o'-lantern display event. It is viewed by more than 175,000 people each year.

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

B. Indicate number of years in business.

68

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

Historic Hudson Valley is the only entity in the country that can produce The Great Jack O'Lantern Blaze, the title of which is a registered trademark, and has substantial expertise in creating, operating, promoting, and executing large-scale jack o'lantern events.

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 Sleepy Hollow Cemetery
Contact Person Jim Logan
Address 430 North Broadway
City Sleepy Hollow State/Province/Territory NY
Country US
Telephone (914) 631-0081
Fax #
E-Mail Address info@sleepyhollowcemetery.org

Company Reformed Church of the Tarrytowns
Contact Person Rev. Jeffrey Gargano
Address 430 North Broadway
City Sleepy Hollow State/Province/Territory NY
Country US
Telephone (914) 637-4497
Fax #
E-Mail Address jeffgargano@gmail.com

Company Brian Clowdus Experiences
Contact Person Brian Clowdus
Address 15 Wesley Street
City Newnan State/Province/Territory GA
Country US
Telephone (256) 504-3799
Fax #
E-Mail Address brianclowdus@gmail.com

I, Rob Schweitzer, 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, Rob Schweitzer, 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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Name of submitting business: Historic Hudson Valley

Electronically signed and certified at the date and time indicated by:
Rob Schweitzer [RSCHWEITZER@HUDSONVALLEY.ORG]

Vice President, Communications & Commerce

Title

03/09/2020 03:09:52 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Historic Hudson Valley

Address: 639 Bedford Road

City: Pocantico Hills State/Province/Territory: NY Zip/Postal Code: 10591

Country: US

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

3. Type of Business: Other (specify) Non-profit corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	<u>Waddell</u>		
Last Name	<u>Stillman</u>		
MI		Suffix	
Address	<u>639 Bedford Road</u>		
City	<u>Pocantico Hills</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>10591</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.

Non-profit corporation, there are no shareholders, members, or partners.

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None.

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

None.

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

None.

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

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

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

Rob Schweitzer [RSCHWEITZER@HUDSONVALLEY.ORG]

Dated: 03/09/2020 03:11:05 PM

Title: Vice President, Communications & Commerce

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.

COUNTY OF NASSAU

PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

PERMIT AGREEMENT (this "Permit") and entered as of the day this permit is last executed by the parties here to, by and between **Historic Hudson Valley**, hereinafter referred to as the "Permittee" or "HHV"), a 501(c)(3) organization chartered by the New York State Department of Education, with offices at [REDACTED], [REDACTED], and the **COUNTY OF NASSAU** (hereinafter referred to as the "County"), a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting on behalf of the **Nassau County Department of Parks, Recreation and Museums**, having its address at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or the "Department").

WHEREAS, Parks has jurisdiction over parklands of the County of Nassau and facilities therein, specifically Old Bethpage Village Restoration ("OBVR"); and

WHEREAS, Parks desires to provide for the operation of the Licensed Premises as a concession for the accommodation, enjoyment and convenience of the public; and

WHEREAS, the missions of HHV and OBVR are in alignment, advancing restoration and education; and

WHEREAS, HHV and OBVR are forming a friendly alliance to create a sustainable and tangible positive impact on both organizations; and

WHEREAS, HHV is chartered by NY State to (among other goals) preserve and celebrate the history and culture of the Hudson River Valley, and HHV's Trustees wish to explore an extension of that mission to other regions and historic places, and in doing so to also enhance the historic fabric and programs of those places for the benefit and enjoyment of the public; and

WHEREAS, American ideas about celebrating Halloween have roots in the stories of Washington Irving (e.g., the Legend of Sleepy Hollow) which inspired the Blaze, an event concept wholly owned by HHV, the producing of which helps HHV fulfill its mission; and

WHEREAS, producing Blaze at OBVR will bring significant visibility, awareness, and audience to OBVR, as well as other tangible and intangible benefits to both organizations, including the realization of enduring capital and program improvements at OBVR that will benefit the public good; and

WHEREAS, producing Blaze requires a tremendous capital and opportunity investment on the part of HHV, including significant business risk to be borne by HHV; and

WHEREAS, the Permittee has applied to the County for permission to use and occupy certain premises as depicted in the attached map, designated as Exhibit "A" (the "Premises") owned by the County and known as Old Bethpage Village Restoration, Old Bethpage, NY; and

WHEREAS, the Permittee is willing to abide by and carry out the conditions and regulations of this permit which shall not be considered a lease, but merely a license, revocable with notice as provided for herein.

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

CONDITIONS AND REGULATIONS

1. **TERM:** (a) The term of this Permit shall commence July 1, 2020 at 8 a.m. and shall terminate on December 31, 2024 at 11:59 PM, with an option to renew for an additional two (2) three (3) year periods, upon the mutual agreement of HHV and the Department, unless sooner terminated as provided for herein.

(b) Initial event nights will include Fridays, Saturdays, and Sundays in October as well as Oct. 31 and the first weekend in November. This initial run may or not may include the first weekend in October. Additionally, the initial run may or not may include certain Thursdays. As the event grows, HHV may add nights beyond these, subject to Parks' approval such approval not to be unreasonably withheld.

2. **USE OF PROPERTY:** (a) The Permittee is hereby granted a non-exclusive right to use and occupy the Premises. The Premises shall be used only for the purpose of creating, installing, operating and dismantling a Halloween themed spectacular ("Blaze").

(b) HHV and OBVR will define the Blaze portion of the site, to include program and back of house space. HHV shall be able to occupy this space for set up (approximately six weeks prior), run of event, and take down (approximately two weeks).

(c) HHV will work around OBVR's school programs and other on-site needs. OBVR will ensure Blaze has top priority for site use during set up, event, and break down.

(d) OBVR will not program spaces to be used for Blaze during set-up, the event and break down of the Premises, other than as herein described, and will create a site schedule that will accommodate HHV's needs.

(e) On event nights, HHV's team will occupy the site no later than 90 minutes before the first visitor time slot begins and will oversee the site until the event ends each evening, a time set by HHV in its sole discretion, so long as no County or Town ordinance is violated.

(f) HHV shall determine, with Parks' approval, such approval not to be unreasonably withheld, which nights each year it will produce the event, starting generally with extended weekends in October and early November, up to a maximum of at least 30 nights.

(g) Notwithstanding any language contained herein, OBVR may continue to operate within the Historic Village, selling such items as smores, old fashioned soda and the like.

3. **USE FEE & OTHER FEES:** The fees to be paid by the Permittee for its use and occupancy of the Premises are as follows:

All fees to be paid by the Permittee shall be paid by certified check, bank cashier's check, or U.S. Post Office money order, payable to the Treasurer of Nassau County and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums ("Commissioner"), Eisenhower Park, Administration Building, East Meadow, New York 11554.

(a) The license fee for 2020 is fifty thousand and 00/100 dollars (\$50,000.00). HHV will disburse its 2020 use and occupancy payment to OBVR upon execution of this Permit. In future years, HHV will disburse its use and occupancy payment to OBVR as follows: One-half (1/2) of the year's fee no later than March 31 with the remaining balance no later than December 31 of the respective years.

(b) Thereafter, in years where HHV chooses to produce Blaze, the use and occupancy payment will be \$145,000. In years where HHV chooses not to produce Blaze, the use and occupancy payment will be \$25,000. HHV must give the County notice of its intention to produce Blaze no later than March 1 of each agreement year. The parties agree that failure to provide such notice by March 1 shall mean HHV elects to hold Blaze.

(c) In addition to the use and occupancy payment, and payable on the same schedule, beginning in the third year HHV mounts Blaze at OBVR, HHV will include the potential for a royalty for OBVR. The royalty will be based on ticket sales and could escalate in future years. In the first eligible year, the royalty payment will be \$1 per paid ticket for each ticket sold above 50,000 paid tickets. The royalty will increase by \$0.25 per ticket in subsequent years (\$1.25 in the second eligible year, \$1.50 in the third eligible year, reaching a maximum of \$2.75 per ticket if the second option is exercised)) However, in no case shall the per ticket royalty payment exceed 15% of the average sold ticket price (total paid ticket revenue divided by the number of paid tickets). The minimum royalty payment will be \$1 per ticket. The yearly ticket reconciliation shall be completed and delivered to

(d) HHV is a not-for-profit education organization that interprets and promotes historic landmarks of national significance for the benefit and enjoyment of the public. HHV only spends money directly in the pursuit of these goals. As such, all permit fees must be used only for capital contributions and program enhancements at OBVR, whose mission is complementary to HHV's.

4. **INSURANCE:** Permittee shall furnish with the application herein a certificate of commercial general liability insurance, issued to and covering the liability of the COUNTY OF NASSAU, with respect to the ownership and use of the property covered by this Permit. Such liability policy shall name the "County of Nassau", its officials, employees, volunteers, agencies and representatives are included as an additional insured under the Commercial General Liability and Excess/Umbrella Liability policies. A waiver of subrogation is granted in favor of the County of Nassau and have a minimum, single combined limit of liability of not less than two million dollars (\$2,000,000.00) per occurrence with four million dollars (\$4,000,000.00) aggregate coverage for all damages arising out of personal injury and bodily injury, including death at any time resulting there from, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County, and must be received by Commissioner no later than the execution of this Agreement by Permittee. Each year of this Agreement the Permittee shall supply a re-issued certificate of insurance. The Permittee agrees to furnish additional insurance at the County's request. Failure to provide insurance by said date will result in immediate termination of this Permit.

IMPORTANT: A Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Historic Hudson Valley
639 Bedford Avenue
Pocantico Hills, New York 10591-1208

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured pursuant to the written agreement.

Dates: (YEARLY TERM)

Location: Old Bethpage Village Restoration, Old Bethpage, New York

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE.

5. **WORKERS' COMPENSATION:** In the event that the Permittee engages, or intends to engage employees for the use, maintenance or repair of the permitted area covered by this Permit, Permittee will furnish a certificate of current Worker's Compensation insurance to cover all such personnel.

6. **INDEMNITY:** (a) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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 Permittee or a Permittee 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 Permittee shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Permittee shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Permittee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Permittee, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Permittee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Permittee'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 Permittee are responsible under this Paragraph, and, further to the Permittee's indemnification obligations, the Permittee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Permittee shall, and shall cause all Permittee 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 Permittee and/or a Permittee Agent in connection with this Agreement.

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

7. CONDITION OF PREMISES/TITLE: (a) Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by Permittee, and has found the Premises to be suitable for its permitted use as provided herein. Permittee acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. Permittee is accepting the Premises in its "AS IS" condition "WITH ALL FAULTS" as of the date of this Permit.

(b) Permittee acknowledges that this Permit is a license solely for the Premises and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.

(c) Permittee covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Permit, ordinary wear and tear excepted. It is anticipated that there will be minimal, if any, negative impact to the Premises and surrounding park areas as a result of Permittee's use and to the extent there is any damage to the Premises, including to any flora and fauna thereon, Permittee agrees to restore the damaged area(s) to its natural physical condition. Permittee further covenants that it will surrender and give up the Premises to the County upon the termination of this Permit. Permittee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. Permittee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Permit, is intended by Permittee to be abandoned. Permittee shall remain liable to the County for any damages should Permittee fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.

8. CLEANING, REPAIRS, UTILITIES AND MAINTENANCE:

(a) The Permittee understands that the Permittee shall be responsible for, and shall perform, any and all cleaning of any kind necessitated due to Permittee's use and occupancy of the Premises. Notwithstanding this language, the County will use its contracted cleaning company to clean the restrooms at OBVR. HHV will be invoiced for the cleaning charges and is responsible for the payment of same.

(b) Without limiting the generality of the foregoing, Permittee will keep the Premises clean and arrange for a complete cleanup and restoration of the Premises at the conclusion of the use and occupation of the Premises. The Premises must be returned to the condition it was in prior to the use and occupation of the Premises.

(c) It is understood by Permittee that, except as otherwise provided herein, the County will be responsible for any repairs, improvements, or maintenance work to be performed upon the Premises; and the County will pay for any utilities, fuel, electricity or other services used. Permittee agrees that in the event that Permittee and/or its agents, employees or representatives shall cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done. However, that to the extent that any capital repair is due to the negligence of the Permittee or its agents, employees or representatives, then said Permittee shall be solely responsible for the cost of the capital repair.

9. **REVOCATION/TERMINATION:** (a) The County reserves the right to revoke this Permit, for any or no reason, on sixty (60) days demand notice mailed to the Permittee at the address given in the Permit herein. In the case of revocation of this Permit by the County, prior to the use, the County shall refund to the Permittee any security deposit and unused base fee paid hereunder by the Permittee. The County acknowledges that in order for Permittee and the County to realize mutual success creating and mounting Blaze, significant investment and activity must take place by Permittee far in advance of the actual dates of Blaze. County and Permittee both recognize that each would suffer significant reputational damage if permit is terminated during ticket selling season without the consent of Permittee. County further acknowledges that Permittee promotes and sells tickets for Blaze far in advance of the actual dates of Blaze, and that County will take all reasonable steps to avoid impacting Blaze ticket buyers and will not arbitrarily revoke this Permit.

(b) Beginning with the 2020 year, HHV has the right to terminate the agreement for 2020 or subsequent years but must do so by March 31 of the year it will exercise termination rights.

10. **COMPLIANCE WITH LAWS, REGULATIONS AND CODES:**

(a) The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. In furtherance of the foregoing, the Permittee is bound by and shall comply with the terms of Appendix 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, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Permittee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including any Nassau County Department of Health permits required, any and all inspections of the Nassau County Fire Marshall's Office.

(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 Permittee agrees as follows:

- (i) The Permittee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Permittee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Permittee to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy. On a yearly basis, Permittee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(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 Agreement or as required by law. The Permittee acknowledges that Permittee 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 Permittee of such request prior to disclosure of the information so that the Permittee may take such action as it deems appropriate.

(d) Personnel Qualifications. (i) Permittee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including minors. In addition, Permittee shall check each prospective personnel and volunteer against the Statewide Sexual Offenders Registry. Permittee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including minors, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including minors, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register of Child Abuse and Maltreatment, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file

with the New York State Central Register of Child Abuse and Maltreatment.

(ii) Permittee represents and warrants that, he/she has and shall possess, and that, to the extent applicable its employees, volunteers and other personnel have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for their particular duties to perform the services under this Agreement. This includes, but is not limited, personnel holding valid lifeguard licenses and personnel trained in CPR.

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

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

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

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

13. SPECIAL CONDITIONS AND REQUIREMENTS:

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

(b) The Permittee shall provide adequate security at all times for its personal property, equipment and personnel. During event nights, HHV will provide hospitality staff for the event who will be responsible for the smooth operations of the event, loss prevention, keeping the public away from off-limit areas, and coverage for the ticket booth and other key spots.

HHV will additionally provide overnight security for its property and the Blaze set-up. The County is not responsible for any damaged or stolen property of HHV.

(c) This Permit is not a lease. It is not the intent of the parties to create a Landlord-Tenant relationship.

(d) The Permittee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at various County Parks including the Premises and the Permittee agrees that it will not sell or permit the sale of food or beverages or interfere with the existing agreement unless a sub-contracting agreement has been entered into with the concessionaire and it has been approved by the Commissioner. In addition, all rentals of tents or "bouncies" and entertainment will be arranged through the exclusive concessionaire. All vendors must be approved in advance by the Commissioner and obtain a vending permit from Parks at a fee of \$100.00 per 10 x 10 vending space. All food and beverage vendors must have all appropriate licenses and permits and comply with insurance provisions of Section 6 of this Permit naming the County as additional insured. In the event that a new concession agreement is entered into with OBVR no longer included as a location subject to said concession agreement, HHV will have the exclusive right to serve food, including beverages, and alcoholic beverages, including beer brewed exclusively for Blaze by HHV's brewery partner. Nassau County will receive seven percent (7%) of the gross sales respecting HHV's sale of food, including beverages, and alcoholic beverages.

(e) HHV will be required to obtain all necessary permits and/or licenses in the event that HHV is entitled to sell alcohol pursuant to Section 13(d), above.

(f) Permittee must ensure that any banners placed at the Premises do not impede entry and exit points. All banners must be approved, in writing, by Parks prior to the placement of any banner(s), such approval not to be unreasonably withheld.

14. **ASSIGNMENT:** This Permit shall not be assigned, shared or otherwise transferred without the prior written consent of the County and any purported assignment, sharing or transfer without such consent shall be void ab initio.

15. **NO ARREARS OR DEFAULT:** The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

16. **ALTERATIONS, IMPROVEMENTS, REPAIRS, MAINTENANCE UTILITIES AND CLEANING:**

The Permittee shall make no alterations or improvements, structural or non-structural, without the prior written consent of the County. It is understood by the Permittee that the Permittee shall be responsible for the cost of any repairs, improvements, cleaning or maintenance work of any kind to be performed upon the Premises. Without limiting the generality of the foregoing, the Permittee agrees that in the event that the Permittee and/or its agents, employees, representatives, subcontractors or sub-licensees shall cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Permit, the Permittee shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such work being done.

Notwithstanding the foregoing, the use of the fairgrounds and riding areas for visitor and staff parking may require site improvements to allow for safe vehicular and pedestrian passage. County grants Permittee permission to construct such improvements, subject to DPW approvals, so long as said improvements do not alter the character of OBVR.

17. **SECURITY DEPOSIT:** Upon affixing its signature to this Permit, Permittee shall provide the County with a security deposit in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Security Deposit") payable to "*Treasurer of Nassau County*". Failure to make payment according to this schedule shall result in revocation of this Permit. All fees shall be paid by certified check, bank cashier's check, or U.S. Post Office money order, payable to the Treasurer of Nassau County and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums, Eisenhower Park, Administration Building, East Meadow, New York 11554. The Security Deposit shall be held by the County without liability for the County to pay interest thereon, as security for the full, faithful and prompt performance of and compliance with each and every term and condition of this Permit to be observed and performed by the Permittee. The Security Deposit shall remain with the County until expiration of Permit and Permittee has complied with every condition of Permit; (b) The County shall not be obligated to place or to keep cash deposited hereunder in interest-bearing bank accounts; (c) If any fees or other charges or sums payable by Permittee to the County shall be overdue or unpaid or should the County make payments on behalf of the Permittee, or should the Permittee fail to perform any of the terms of this Permit, then County may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after five days' notice,

appropriate and apply the Security Deposit or as much thereof as may be necessary to compensate the County toward the payment of permit fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Permittee. In the event Permittee shall fully and faithfully comply with all of the terms, covenants and conditions of this Permit and pay all fees and other charges and sums payable by Permittee to the County, the Security Deposit shall be returned to Permittee following the surrender of the Premises by the Permittee in compliance with the provisions of this License.

18. **NOTICES:** Any notice, request, demand or other communication required to be given or made in connection with this permit shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable; in each case to the attention of and at the address specified below:

Notices to the County will be given to:

Eileen Krieb
Commissioner
Nassau County Department of Parks Recreation & Museums
Administration Building
Eisenhower Park
East Meadow, NY 11554
(516) 572-0272 Fax: (516) 572-0260

With a copy to:

County Attorney, Nassau County
One West Street
Mineola, New York 11501
(516) 571-3076
Fax: (516) 571-6684

Notices to the Permittee will be given to:

Waddell W. Stillman, President
Historic Hudson Valley
639 Bedford Road
Pocantico Hills, NY 10591-1203
wstillman@hudsonvalley.org
direct: (914) 366-6987
fax: (914) 631-0089
www.hudsonvalley.org

19. **ACCOUNTING PROCEDURES; RECORDS:** The Permittee 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 Permittee 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 Nassau County Comptroller and any other governmental authority with jurisdiction over this Permit, and any of their duly designated representatives. The provisions of this Paragraph shall survive the termination of this Agreement. Notwithstanding the foregoing, the County acknowledges that Permittee is a private not-for-profit organization and promises to keep confidential Permittee's private business information that County or Permittee is not otherwise required to disclose.

20. **NO ASSIGNMENT OR TRANSFER:** This Permit shall not be assigned, shared, or transferred without the prior written consent of the Commissioner and any purported assignment, sharing or transfer without such consent shall be null and void.

21. **EXECUTORY CLAUSE:** Notwithstanding any other provision of this Agreement:

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

22. **TICKETING AND PRICING:** (a) HHV will sell all tickets to Blaze via its own ticketing system, both online and on site during the event.

(b) HHV will solely determine pricing for the event.

(c) HHV will provide OBVR with a to-be-determined quantity of VIP, complimentary tickets for its own purposes.

23. **NO WAIVER OF COUNTY'S RIGHTS:**

The failure of the County at any time to demand strict performance by Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and County may, at any time, demand strict and complete performance by Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

24. RIGHTS RESERVED BY THE COUNTY/CONCESSIONS:

(a) All rights not specifically granted to Permittee in this Agreement shall be reserved by the County.

(b) Permittee shall not operate, or permit the operation of, any concession on the Premises, or permit others to use all or a portion of the Premises for commercial events, except with the prior written approval of the County.

25. 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 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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

26. 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:

(1) Notice. At least thirty (30) days prior to seeking relief the Permittee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Chief Deputy County Executive ("CDCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Permittee shall send or deliver copies of the documents presented to the CDCE under this Paragraph 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 CDCE. The complaint or necessary moving papers of the Permittee shall allege that the above-described actions and inactions preceded the Permittee's action or special proceeding against the County.

(2) 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.

27. ADVERTISING, MARKETING, PUBLIC RELATIONS AND MESSAGING: (a) OBVR acknowledges that HHV has substantial expertise in marketing, public relations, social media, and generating a high volume of transactional ticket sales. HHV will lead and control all aspects of marketing, promoting, discussing, and advertising this event and the nature of the HHV/OBVR arrangement, subject to Parks' approval, such approval not to be unreasonably withheld.

(b) HHV will set messaging strategy, and OBVR and Nassau County Parks will make no announcements or comments about the event without the approval of HHV.

(c) Ticket buyer demographics collected by HHV, including postal and email addresses, will be the property of HHV. In coordination with OBVR staff, HHV will promote two additional OBVR events a year to its Long Island Blaze email list, a minimum of two times each. The included events shall be at OBVR's choosing.

(d) The County has the right to require any and all signage on-site to include the Nassau County Logo.

(e) Any placement of signage advertising the Program at entrances, exits, or high visibility areas are subject to approval from the Department. Size of signage is at the discretion of the Commissioner and subject to his approval. Signs may be put in place only after Parks approval and removed within 24 hours of receiving Notice to Remove from Parks.

28. FUNDRAISING AND SPONSORSHIPS:

(a) HHV will coordinate with OBVR and County Parks staff on pursuing grants and sponsorships from Long Island sources. Where there is no conflict with existing or planned sponsorship or fund-raising initiatives, HHV will be lead or sole applicant and invest the proceeds in Blaze at OBVR. Where OBVR and/or County staff prefer, a joint application may be made and the parties will share proportionally in proceeds and expenses.

(b) HHV will be the sole applicant for non-Long Island sources and will keep any income received from these sources.

29. SITE AND EQUIPMENT:

(a) Prior to the initial set up period each year, OBVR will grade, smooth, fill, and otherwise fix and finish the pathways that visitors will walk on during Blaze, so as to eliminate potholes and other trip hazards.

(b) Prior to the initial set up period each year, OBVR will provide reasonable improvements, as determined by OBVR, to physical spaces and other areas HHV will occupy as back of house.

(c) OBVR will provide electrical and data upgrades to the Premises as indicated by Exhibit "C" (Attachments B and C) at County expense. Said work shall meet the minimum requirements of these specifications. Permittee will be included in the planning of the upgrades, will receive regular progress updates on request and have the ability to inspect the work. The County shall, in good faith, attempt to substantially complete all work required by May 1, 2020.

(d) To assist with operational logistics and also to potentially be incorporated into the visitor experience, OBVR will make available to HHV equipment/props that it owns such as barricades, smudge pots, electronic signs, reproduction wagons, etc.

30. MISCELLANEOUS:

(a) Barriers. During its occupancy, HHV shall have the right to erect temporary signage and barriers to prevent the public from accessing Blaze areas, with style and messaging subject to the approval of OBVR, such approval not to be unreasonably withheld.

(b) Pumpkin carving area. Beginning with the first day of set up, OBVR shall provide an area where Blaze staff can scoop and carve pumpkins on site, as well as secure storage area for fresh pumpkins throughout the run of the event.

(c) Office space. OBVR will provide HHV with indoor, office/conference room space equipped with telephones, data lines, and electricity. HHV shall occupy this space during set up, event, and take down.

(d) Connectivity and data. (i) OBVR to provide bandwidth sufficient to handle data traffic including ticket scanners, lighting and sound, closed WiFi, and public WiFi pursuant to Section 29(c), above.

(ii) OBVR to provide phone numbers with voice messaging capability for use by staff and as customer service hotlines. HHV will reimburse OBVR for this expense at cost. This service may be delivered through a data network as VoIP.

(e) Storage. (i) As part of this agreement, HHV shall have lockable access to the Schenck Barn for the purposes of storage and/or event programming space. OBVR site management, or those OBVR personnel directed by Site Management, shall have the right to access the Schenck Barn during the event.

(ii) For the entirety of this agreement, the Nassau County Parks Department will provide HHV with accessible, year-round space for storing a minimum of 8 tractor trailer size storage containers, at a facility selected by Parks. HHV shall be able to erect temporary fencing or other security measures around this area.

(f) Parking and Public Safety. (i) Parks shall be responsible for obtaining sufficient parking spaces to accommodate visitors and staff at Blaze. Such parking shall include use of the OBVR main lot, the Museum of American Armor's paved lot, the Fairgrounds, riding ring area, and OBVR's Powell Farm lot as depicted on Exhibit "D", attached. County will ensure that lights in the main parking lot and Fairgrounds are in good working order and remain illuminated throughout the evening and overnight hours. OBVR will provide working light towers to be used in the Fairgrounds and other areas designated by HHV so long as OBVR determines the designations to be reasonable.

(ii) HHV will hire professional parking staff for each event night, who will coordinate logistics with OBVR and other services (police, etc.).

(iii) OBVR will be responsible for the cost of any public safety and/or emergency services requested or required by OBVR or Nassau County during the event.

(g) OBVR will ensure the bathrooms are in good working order at all times and will be responsible for maintenance.

(h) Security.

1. Permittee shall prepare a specific site plan for the Event ("Event Site Plan"). The Event Site Plan shall include, but not be limited to, addressing the placement of tents, vendors, generators, sound equipment, all electrical cabling, signage, portable restrooms, crowd control and vehicles. The Event Site Plan must in all respects be acceptable and approved by Parks, in writing, on or before September 1st of each year Blaze is produced. Failure by Parks to provide a timely response to a timely submitted Event Site Plan shall constitute approval. "Timely" shall mean within five (5) business days of the receipt of said Site Plan. Permittee shall provide County with a signed copy of a contract, and receipt marked paid in full, with the authorized security agency no later than September 1st of each year Blaze is produced. Failure to do so may result in the revocation of this permit.
2. Permittee shall supply an adequate number of responsible individuals, as reasonably determined by Parks in consultation with Permittee, to responsibly control the large crowds of people who may attend the Event. The Permittee, at its own cost and expense, shall provide uniformed and easily identifiable security guards and ushers or crowd control personnel to responsibly control the large crowds of people who may attend the Event and to provide security for items of personal property on site for the Event. Security guards shall be responsible for checking all attendees' coolers to ensure that no glass or alcoholic beverages are brought unto the Premises. **The use of armed guards and/or security dogs is strictly prohibited.**

3. Permittee shall supply County with a Security Plan by no later than September 1st of each year Blaze is produced. There shall be at least the number of security guards as determined by OBVR on the Event day from the authorized security agency approved by Parks from the hours of 2 p.m. until midnight or until the premises is cleared of all members of the public.
4. The authorized security agency must comply with all of the insurance requirements listed in Section 4 of this Permit (e.g. naming the County as the Additional insured).
5. The security guards shall perform their duties in a coordinated manner with Parks and Public Safety in order to ensure compliance with the NYS Security Guard Act of 1992. In the event of any problems with crowd behavior and control, or any emergencies, Parks personnel shall be the controlling authority. The Security Supervisor will meet with the Park Supervisor one half hour prior to opening gates to the public to advise Parks personnel of the number of guards on duty, their location and assignments. Assignment and location plans for security personnel must be submitted to Parks for approval no later than five (5) days prior to the scheduled Event.

31. RETAIL:

- (a) During hours of Blaze visitation, only HHV retail shall be available to visitors, except as herein provided, including in the visitor center, parking areas, and other places onsite at OBVR.
- (b) OBVR will provide HHV with secured space in its visitor center for a retail shop and related storage.
- (c) HHV and OBVR will mutually determine the best location for this.

32. EVENTS:

- (a) OBVR will not schedule any weddings or other similar events during the Blaze occupancy.
- (b) During the term of the agreement, OBVR may not produce any other jack o' lantern, pumpkin, or Halloween-themed event, without the approval of HHV, such approval not to be unreasonably withheld, except OBVR may have Halloween themed events so long as they are completed by 5 p.m.
- (c) During the term of this agreement, HHV may continue to produce Blaze at Van Cortlandt Manor in Croton-on-Hudson, NY and/or at any other venue it chooses, except Nassau County, NY.

33. SECTION AND OTHER HEADINGS:

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

HISTORIC HUDSON VALLEY

By: Waddell W. Stillman
Name: Waddell W. Stillman
Title: President
Date: 11-14-2019

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF ~~NASSAU~~

Westchester

On the 14 day of November in the year 2019 before me personally came Waddell Stillman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the President of Historic Hudson Valley, 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.

Louise M. O'Rourke
NOTARY PUBLIC

LOUISE M. O'ROURKE
Notary Public - State of New York
No. 01068130600
Qualified in Bronx County
Term Expires July 18, 2021

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Waldell Stillman (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

3. In the past five years, Permittee has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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

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

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

11/13/19
Dated

Walden W. Stillman
Signature of Chief Executive Officer

Walden Stillman
Name of Chief Executive Officer

Sworn to before me this

14th day of November, 2019.

Louise M. O'Rourke
Notary Public

LOUISE M. O'ROURKE
Notary Public - State of New York
No. 01098130590
Qualified in Bronx County
Term Expires July 10, 2021

Exhibit A
Premises



Exhibit B
Occupancy Schedule and Other Terms and Conditions

Occupancy Schedule

A. Schenk Barn, occupancy by March 1, 2020, with OBVR having cleared the building of wood, debris, and other storage before occupancy.

B. Office space in the admin building/visitor center by May 1, 2020.

C. The Hewlett buildings and Schenk House by June 1, 2020.

D. Occupancy of the Fairgrounds Building by Sept. 14, 2020.

E. General, non-exclusive occupancy of the site beginning immediately, so that HHV may spend days and nights on site throughout the term for a variety of work including prototyping and testing displays in the landscape/buildings. Reasonable notice to OBVR will be given prior to visiting.

Other Terms and Conditions

1. HHV can place equipment inside and light the interior of the Hewlett buildings and can light and decorate Schenk Barn and bring visitors through it during the event. HHV can light the interior and exterior of Schenck House and will do so in a way that minimizes impact to daytime OBVR programming. Any major modification or installation will require approval by DPW. HHV will have access to any number of other buildings mutually agreeable to OBVR. The parties will mutually agree on changing the fence in front of the Hewlett House.

2. HHV will have use of the entire Fairgrounds Building to be used for any purpose directly related to the Event, from mid-September through break down.

3. During the event, HHV will have use of the admin building/visitor center bathrooms, retail and anteroom space, ticket counter, and cafeteria, as well as the ongoing HHV office space. HHV can use these spaces both to service visitors and for back of house activities.

4. During set up, event operation, and breakdown, HHV can use all of the sheds/structures in the Fairgrounds area for live pumpkin carving and any other activity directly related to the Event.

5. HHV can park cars in the main lot, the gravel lot just south of the main lot, on the Fairgrounds, on the riding ring lot, and in all adjacent grassy areas. HHV shall be responsible for the repair of any area herein that is damaged as a result of this Use and Occupancy.

6. OBVR will minimize the footprint of stored items and debris in the gravel lot, in order to help HHV maximize parking spaces in that area.

7. For exiting traffic, HHV can use the exit road near the Powell farm, from the riding ring lot to the gate on Bethpage-Sweet Hollow Road.

8. If a third-party caterer has a right to have a presence on site, HHV will exclusively decide where the caterer can operate. OBVR/County will encourage the caterer to work with HHV on menu, customer service standards, and aesthetics.

9. The Hewlett House buildings and area will be closed to the public, including school groups, at all times, from set up through breakdown of event. OBVR will fix the doors of the Hewlett Barn, so that they do not pose a safety or security hazard and match the aesthetics of that building.

10. HHV's Security Plan will show additional roped-off pedestrian pathways and crowd management requirements.

11. Portions of the path as outlined on Exhibit "E" will be closed to the public, including school groups, at all times from set up through breakdown of event.

Exhibit C
Electrical and Data Requirements
("Attachments B & C")

Attachment B

Nassau County Permit for Blaze at OBVR
(per section 29(c))

Electrical Study for Blaze Event

Existing infrastructure in black; *Improvements specified in italics*

Schenk House

Basement Panel is rated for 100 Amp, 240 Volt, Single Phase.

If building is shut down during event, then 100 Amps of spare capacity is available.

Install exterior panel with 100A main breaker and (12) 20A GFCI outlets

Gazebo

Outdoor Panel is rated for 60 Amp, 240 Volt, Single Phase.

Panel is only used for events, therefore 60 Amps of spare capacity is available.

No change requested

Electrical Shed across from Gazebo (behind Layton Store/House)

Panel is rated for 500 Amp, 208 Volt, 3 Phase.

Approximately 300 Amps of spare capacity is available. A spare 70 Amp, 3 phase circuit breaker is available.

Also, a spare 200 Amp disconnect switch is available.

Install 200A, 3ph fused disconnect switch (capable of providing 3 hot legs at 120v plus neutral and ground) fitted with cam-lok tails inside building. Existing panel is not labelled so further clarification from site electrician is required to determine if supply is available, including at times when Fair Building is in use (e.g., for weddings).

Noon Inn

Basement Panel is rated for 50 Amp, 240 Volt, Single Phase.

If building is shut down during event, then 50 Amps of spare capacity is available.

No change requested. Unable to use supply in current condition

Church

Basement Panel is rated for 100 Amp, 240 Volt, Single Phase.

If building is shut down during event, then 100 Amps of spare capacity is available.

Install exterior panel with 100A main breaker and (12) GFCI outlets

Electrical Shed near Cemetery

Panel is rated for 450 Amp, 208 Volt, 3 Phase.

Approximately 200 Amps of spare capacity is available. There are 20 blank spaces remaining in panel.

Install 200 A, 3ph, fused disconnect switch (capable of providing 3 hot legs at 120V plus neutral and ground)

fitted with cam-lok tails inside the building.

Clear access path through brush to cemetery.

Hewlett House

Basement Panel is rated for 100 Amp, 240 Volt, Single Phase.

If building is shut down during event, then 100 Amps of spare capacity is available.

Install exterior panel with 100A main breaker and (12) 20A GFCI outlets

Barn

No electrical service present

New Supply: Install exterior 200A, 120v, 3PH, fused disconnect switch with cam-lok tails in/near the building.

Install an additional panel with 100A breaker and (12) 20A GFCI outlets to the barn exterior.

Attachment C

Nassau County Permit for Blaze at OBVR

(per Section 29(c))

The following are the minimum standards needed to ensure a successful installation of Blaze at OBVR. These will allow for bandwidth sufficient to handle data traffic including ticket scanners, lighting and sound, closed WiFi, and public WiFi.

Existing infrastructure in black; *improvements specified in italics.*

Visitor Center

Existing Internet connection is by cable modem, speed / IP addressing unknown.

In-building Cat 6 cabling serves current office areas and one(?) WiFi access point.

Provide 150 Mbs or better symmetric Internet service with minimum 1 static public IP address.

Install network switch as described below in data rack.

Install six Cat 6 network cables from data rack to proposed HHV office space.

Install indoor WiFi Access Point as described below in proposed HHV office space.

Ticket Booth

Data connection from basement of VC via single-mode fiber optic cable.

Local Ethernet switch at ticket booth

Install network switch as described below with appropriate fiber optic transceivers for existing cable. Install outdoor WiFi Access Point as described below.

Barn

No data service present.

(We anticipate the barn will be the primary distribution point for data service around the site.)

Install data connection to Visitor Center.

Install fiber optic cable to adjacent structures as listed below.

Install network switch as described below.

Install outdoor WiFi Access Point as described below.

Each of the following locations where power will be drawn for lighting and sound requires a network connection. Lighting control signals, audio tracks, and management data are carried on separate VLANs which are distributed from a network switch. WiFi service for system management and public access is also provided at these locations. Each of the locations listed below should be connected to adjacent structures by fiber optic cable. The exact topology will depend on existing conduits, if available.

Schenk House

Gazebo

Electrical Shed across from Gazebo (behind Layton Store/House)

Church

Electrical Shed near Cemetery

Hewlett House

Install fiber optic cable to adjacent structures.

Install network switch as described below.

Install outdoor WiFi Access Point as described below.

Indoor WiFi Access Point

High performance IEEE 802.11a/b/g/n/ac Wave 2 AP with dual concurrent radios (2.5 GHz and 5 GHz), 4x4

MU-MIMO with 4 spatial streams, beamforming and PD-MRC, 2 GbE Ethernet ports supporting LACP, 801.2Q VLAN support, Ruckus Wireless R710 or equivalent. Each AP to be equipped with 1-port 30W 802.3at PoE Injector with Surge Protection, Microsemi PD-9001GR/SP or equivalent.

Outdoor WiFi Access Points

High performance IEEE 802.11a/b/g/n/ac Wave 2 AP with dual concurrent radios (2.5 GHz and 5 GHz), 4x4

MU-MIMO with 4 spatial streams, beamforming and PD-MRC, 2 GbE Ethernet ports supporting LACP, 801.2Q VLAN support, IP67 rated, Ruckus Wireless T710 or equivalent. Each AP to be equipped with 1-port

30W 802.3at PoE Injector with Surge Protection, Microsemi PD-9001 GR/SP or equivalent. Access Points and PoE Injectors to be properly grounded.

Network Switches

Fixed port L3 switch with 24 autosensing 10/100/1000 RJ-45 ports and 4 SFP+ 1/10 GbE ports. Enhanced support for 802.1q (VLAN); QoS including Class of Service and Traffic Prioritization (802.1p), Multiple and

Fast STP (802.1s), 802.11ab (LLDC), 803.3ad (LACP), IGMP Snooping, 802.1X Authentication, and Layer

3 Routing (static, RIP and OSPF). HPE Aruba 2930F 24G 4SFP+ (JL253A) or equivalent. Include sufficient

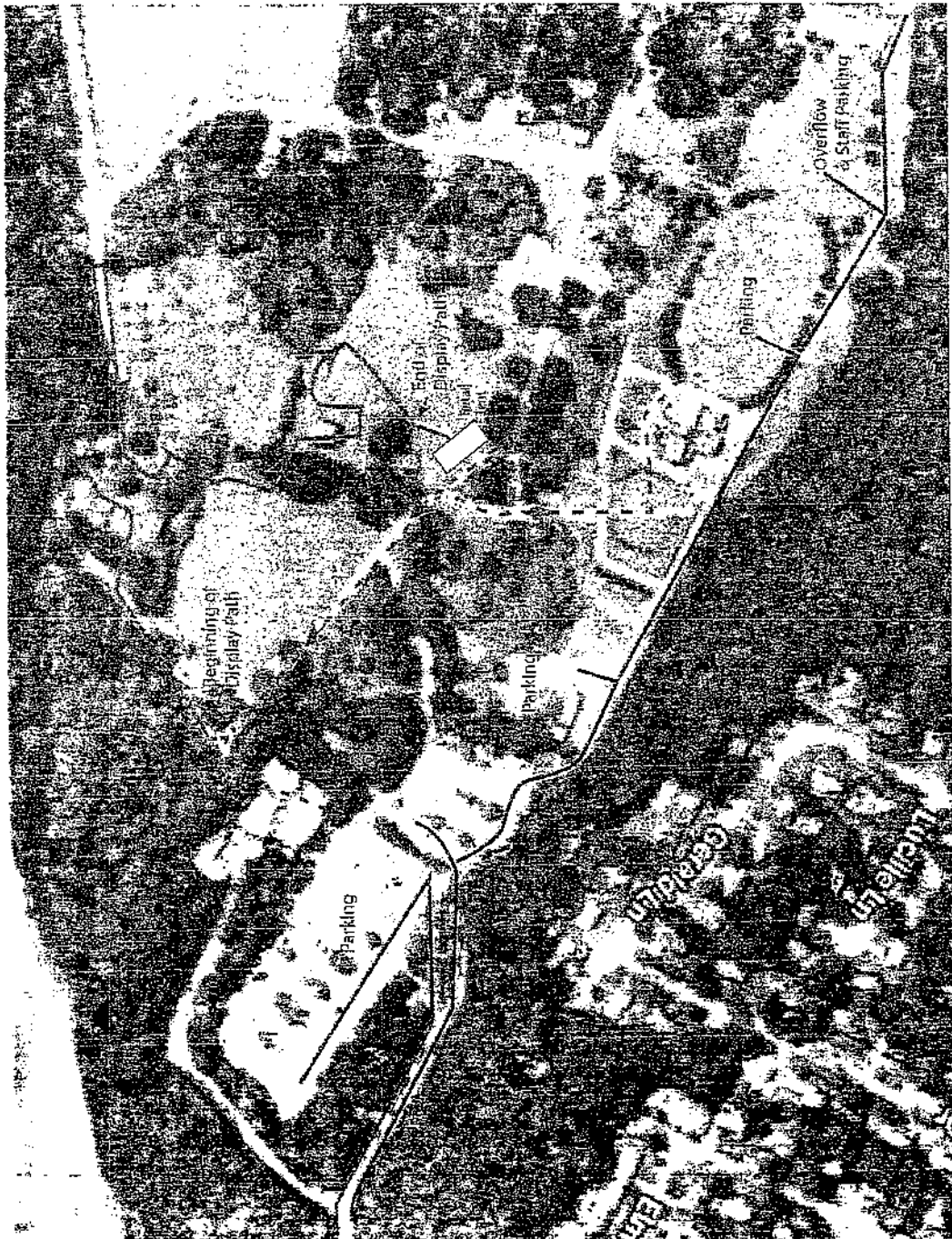
10GBASE-LR SFP+ transceivers to interconnect with adjacent switches.

If the network switch is to be mounted outdoors, it must be mounted in a weatherproof rack enclosure rated NEMA 3R or better, with adequate room for additional components such as DMX gateways and Dante audio devices.

Exhibit D
Additional Parking Areas



Exhibit E
Proposed Path





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2019

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

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

PRODUCER
Diversified Insurance Industries, Inc.
307 International Circle
Suite 610
Hunt Valley MD 21030

CONTACT NAME: Laurie Kessler

PHONE (A/C No. Ext): 410-319-0604

FAX (A/C No): 410-433-3440

E-MAIL ADDRESS: laurie.kessler@dii-ins.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Travelers Prop Cas Co of Amer*

25674

INSURER B: Phoenix Insurance Co. *

25623

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Historic Hudson Valley
[REDACTED]

HISTO-3

COVERAGES

CERTIFICATE NUMBER: 120065860

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6301J489956TIL19	1/1/2019	1/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1J47275318CAG	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H0169351943	1/1/2019	1/1/2020	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, the County of Nassau, its officials, employees, volunteers, agencies and representatives are included as Additional Insured's under the General Liability and Umbrella Liability policies. A waiver of subrogation in favor of the County of Nassau is included.
Location: Old Bethpage Village Restoration, Old Bethpage, New York

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LAURA CURRAN
County Executive



EILEEN KRIEB
Commissioner

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

TO: Robert Cleary, Chief Procurement Officer

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

DATE: November 19, 2019

SUBJECT: Delay Memo – Historic Hudson Valley CQPK19000029

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned agreement. CQPK19000029 is a Use and Occupancy Permit Agreement with Historic Hudson Valley to produce Blaze, an event concept wholly owned by Historic Hudson Valley, at Old Bethpage Village Restoration (OBVR). The terms of this agreement are from August 1, 2019 through December 31, 2023, with an option to renew for an additional two (2) three (3) year periods.

Retroactivity of the terms of this contract are necessary because even though no events produced by the vendor were held in 2019 at OBVR, the contract calls for a \$50,000 license fee paid to OBVR for 2019 to hold the space to ensure that the County did not hold any other Halloween events on the premises, with which the County complied.

Additionally, once terms of the permit were finalized, the negotiation of which caused an initial delay, the final draft of the contract was sent to the vendor for execution on August 21, 2019. The contract was returned to the Department on November 14, 2019. Subsequently, after reviewing the disclosure documents submitted, additional information was needed to complete them. As the vendor now has complete and up-to-date forms in the vendor portal online, they and the principals will be able to easily and regularly update the required disclosure forms, and this type of delay will be avoidable in the future.