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CLERK OF THE LEGISLATURE

2026 JUL 21 P 12:27



Certified: --

205-26

NIFS ID: CFCE26000037

Capital: X

Contract ID #: CFCE26000037

NIFS Entry Date: 06/19/2026

Department: County Executive

Service: Litter receptacles and related items

Term: 5 years from execution

Contract Delayed:

Slip Type: New		
CRP: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: Sanitary District No. 2, Town of Hempstead	ID#: 116001672
Main Address: 2080 Grand Avenue Baldwin, NY 11510	
Main Contact: Douglas Wiedmann	
Main Phone: (516) 223-3246	

Department:
Contact Name: Christopher Leimone
Address: 1550 Franklin Ave Mineola, NY 11501
Phone: (516) 571-4256
Email: cleimone@nassaucountyny.gov

Contract Summary

Purpose: The County will provide \$45,846 in Capital Funds to Sanitary District No. 2 for litter receptacles and related items.
Procurement History: Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
Description of General Provisions: The item is an intermunicipal agreement with Sanitary District No. 2.
Impact on Funding / Price Analysis: \$45,846 in capital funding from the CRP program.
Change in Contract from Prior Procurement: N/A

Method of Source Selection:

- ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: CRP
- ☒ Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 99206 006	01	\$45,846.00
Project Number		99206						
Project Detail		006						
TOTAL								\$45,846.00

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$45,846.00
Other	\$0.00
Total	\$45,846.00

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	06/19/2026 01:59PM	Approved
NIFS Final Approval	Eleftherios Sempepos	06/19/2026 02:00PM	Approved
Final Approval	Eleftherios Sempepos	06/19/2026 02:00PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	06/19/2026 05:01PM	Approved
Final Approval	Christopher Yansick	06/19/2026 05:01PM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	06/23/2026 03:32PM	Approved
Approval as to Form	Julie Silverstein	06/23/2026 03:32PM	Approved
NIFS Approval	Mary Nori	07/08/2026 04:44PM	Approved
Final Approval	Mary Nori	07/08/2026 04:44PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/08/2026 10:34AM	Approved
NIFA Approval	Christopher Nolan	07/08/2026 02:35PM	Approved
Final Approval	Christopher Nolan	07/08/2026 02:35PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/08/2026 04:47PM	Approved
DCE Compliance Approval	Robert Cleary	07/10/2026 12:40PM	Approved
Vertical DCE Approval	Arthur Walsh	07/21/2026 12:07PM	Approved
Final Approval	Arthur Walsh	07/21/2026 12:07PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/21/2026 12:11PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RESOLUTION NO. - 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE SANITARY DISTRICT NO. 2 (TOWN OF HEMPSTEAD) IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

RECEIVED
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2026 JUL 21 P 12:27

WHEREAS, Nassau County (“the County”) and The Sanitary District No. 2, Town of Hempstead (“the District”) are authorized, pursuant to Article 9, Section 1 of the New York State Constitution and Article 5-G of the General Municipal Law (“GML”) to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the County and the District to purchase and procure more litter receptacles (the “Project”); and

WHEREAS, the County and the District believe it to be in the best interest of the taxpayers of their respective municipalities to authorize intermunicipal cooperation with respect to the mutual covenants set forth in the proposed Inter-Municipal Agreement (“Agreement”), a copy of which is on file with the Clerk of the Legislature;

NOW, THEREFORE, be it RESOLVED, that the Nassau County Legislature hereby authorizes the County Executive to execute the Agreement and to execute any and all other instruments, related documents or ancillary agreements and to take such other action as is necessary to effectuate and carry out the intent and purpose of the Agreement; and it is further

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a “Type II Action” within the meaning of Part 617.5(c) of 6 N.Y.C.R.R., and,

accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND
SANITARY DISTRICT NO. 2 (TOWN OF HEMPSTEAD)
IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and Sanitary District No. 2 in the Town of Hempstead, having its principal offices at 2080 Grand Avenue, Baldwin, New York 11510 ("DISTRICT" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the DISTRICT to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the DISTRICT to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the DISTRICT each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the DISTRICT, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the DISTRICT will undertake a project (the "Project") to purchase and procure 1) Twenty-four (24) Ironsites Series 45-gallon litter receptacles with black plastic liners

and green tapered formed lids at \$1,550.00 each; 2) Forty-eight (48) replacement liners at \$92.00 each; 3) Two (2) freight charges for each shipment at \$2,115.00 each and related items, all with a useful life of no less than five (5) years. The Project will add more litter receptacles throughout the DISTRICT to help reduce the amount of litter and garbage. The litter receptacles are placed on County roads and will allow pedestrians to throw out litter so that it will not blow out into the neighborhood and onto the roadways. Having clean streets is a major first step in maintaining a proper quality of life for all residents and will continue to make a positive impact on our environment. The DISTRICT represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide FORTY-FIVE THOUSAND EIGHT HUNDRED FORTY SIX DOLLARS (\$45,846.00) ("Funds") to the DISTRICT for the purchase of goods and services in connection with the Project. Payment shall be made in arrears and on a reimbursement basis and shall be contingent upon (i) the DISTRICT submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The DISTRICT shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The DISTRICT shall (i) as between the County and the DISTRICT, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the DISTRICT for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the DISTRICT shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The DISTRICT shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The DISTRICT shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or

appropriate are obtained.

Section 8. The County and the DISTRICT shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the DISTRICT is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The DISTRICT shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The DISTRICT shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the DISTRICT or any agent of the DISTRICT in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The DISTRICT shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the DISTRICT's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the DISTRICT shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The DISTRICT shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the DISTRICT, or between the DISTRICT and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the DISTRICT with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the DISTRICT hereby represents and warrants that the undersigned is an officer, director or agent of the DISTRICT with full legal rights, power and authority to sign this Agreement on behalf of the DISTRICT and to bind the DISTRICT with respect to the obligations enforceable against the DISTRICT in accordance with its terms.

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

SANITARY DISTRICT NO. 2 (TOWN OF HEMPSTEAD)

By Douglas Wiedmann Date 5/28/2026
Supervisor

Print Name Douglas Wiedmann

COUNTY OF NASSAU

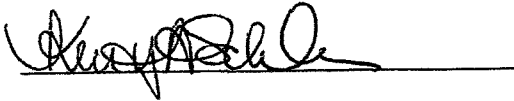
By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

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

On the 28th day of May in the year 2026 before me personally came Douglas Wiedmann to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.



NOTARY PUBLIC

KERRY A. SCHWENKER
Notary Public, State of New York
No. 01SC6268233
Qualified in Nassau County
Commission Expires September 4, 2028

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

EXECUTE in BLUE INK.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual

provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed

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

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

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

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

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

subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or

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

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

RESOLUTION
SANITARY DISTRICT NO. 2
Approve SEQRA Review of Grant Project

WHEREAS, the Sanitary District No. 2 is in the process of entering into an agreement with the County of Nassau in order to obtain a grant in the amount of \$54,879.50 in order to enable the district to purchase Bigbelly HC5 Solar Powered Compactors to be used throughout the District on County roads to reduce the amount of litter; and

WHEREAS, as a condition of entering into the grant agreement the County of Nassau is requiring Sanitary District No. 2 to review the project in accordance with the New York State Environmental Quality Review Act (SEQRA) and its accompanying regulations and provide the County of Nassau with evidence of compliance with SEQRA; and

WHEREAS, the Board of Commissioners has completed said environmental review and desires to issue a Negative Declaration because it has determined that the purchase of Bigbelly HC5 Solar Powered Compactors will have no adverse environmental impact after reviewing the relevant factors stated in the statutes and regulations; and

WHEREAS, more particularly it has determined that in accordance with §617.5 © of the Rules and Regulations adopted by the State Department of Environmental Conservation (DEC) under SEQRA that this purchase project has been determined to be a Type II action which is not subject to further review under SEQRA because the DEC has determined that the purchase of sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials; will not have a significant impact on the environment or are otherwise precluded from environmental review under SEQRA [Article 8 of the Environmental Conservation Law]. This grant project involves the purchase of equipment.

IT IS RESOLVED that pursuant to the laws and regulations applicable the Board of Commissioners of the Sanitary District No. 2 as lead agency in said environmental review approves and adopts the above negative declaration, and directs that the District secretary prove a copy of the declaration/ this resolution together with the signed grant agreement in order to move the grant process forward.

The adoption of the foregoing resolution was duly put to a vote and upon roll call the vote was as follows:

Commissioner John F. Boyd Sr.	)	
Commissioner Gerard W. Brown	)	
Commissioner John A. Cools	)	AYES (5)
Chairman Brian F. O'Connor	)	
Commissioner LeRoy W. Roberts	)	

The resolution was thereupon duly adopted.

Dated: Baldwin, New York
May 20, 2026

Attest:



Douglas D. Wiedmann
Secretary to the Board

SANITARY DISTRICT NO. 2

DISTRICT PURCHASING POLICY

Approved December 11, 1991. Revision approved May 20, 2009. Revision approved October 15, 2014. Revised 9/14/2016. reviewed and approved 2/6/19, reviewed and approved 12/2/2020, 4/17/2024 2/4/2026

The following policy was developed to so that the District will conform to General Municipal Law, Section 103, governing contracts of political subdivisions. It will serve as a guide to the purchase of goods and services for the District.

Competitive bidding will be awarded to lowest responsible bidder meeting specifications. Should there be exceptions made, where bidder does not meet specifications, timely delivery, etc., etc., a drafted reason will be attached to the bid file as to why an alternative bidder, or no bidder was selected.

Items will be competitively bid in accordance with General Municipal Law 103 governing contracts of political subdivisions. The threshold for these contracts will be \$35,000 for public works jobs, and \$20,000 for purchase contracts in the aggregate within the 12 month period commencing on the date of purchase. Professional services and other procurements are not required by law to be competitively bid.

Exceptions to this procedure will occur if there is an emergency need for either of the above, whereby the necessity of such purchases, or capital expenses is essentially needed within a period of time that would be less than the time to bid such areas. In these cases, written documentation, as to the emergency nature and the time constraints, must accompany such purchases and be noted in the public minutes of the District.

Also, an exception to this policy is proprietary items such as that there is no competitive price. Examples of these would include: Leach body parts, Heil body parts, Navistar truck parts, Mack truck parts. International Truck Parts, Freightliner, Ford and Chevy vehicle parts etc.

The District's current policy is to purchase these manufacturer's parts and they may aggregately surpass the total amount which would otherwise have to be formally bid.

The District may purchase off existing publicly bid purchase contracts of the federal government, the State of New York, cities within the State, counties, towns or other political subdivisions of the State with the permission of the vendor, for the same terms and conditions that exist in such contract, if it is deemed in the best interest of the District.

When purchases made, other than competitively bid, any item, service or other good that is valued under \$5,000.00, may be purchased directly by the General Supervisor (or his designated representative) or the Secretary to the Board (or his designated representative) without getting informal bids or competitive quotes. These are items that come up routinely in purchasing and the purchasing officers need the speed of flexibility to purchase these items to maintain the smooth and efficient operation of the District.

Any item, service, or other good that is valued above \$5,001.00 and below the cost of which must be competitively bid, can only be purchased with approval by the General Supervisor or the Secretary to the Board.

All such items, services, or goods, shall be universally identified and be accompanied by one of the following:

1. Three written informal quotes by different vendors, which will be attached to the item purchased.

2. Three written proposals regarding the intent of the vendors, which will be attached to the item or service purchased.
3. Three verbal or phone quotes from the vendors. These shall be written and attached to the final item purchased.
4. Should an item, good, or service be purchased that is not the lowest priced, an explanation for the purchase must be attached to such item.

All purchases shall be annually reviewed by the District appointed auditor while annually reviewing the District's finances. He shall meet with the General Supervisor, the Secretary to the Board, Treasurer and the Chairman of the Board to review these purchases to make sure they conform to the above policy and any State law, rules or regulations.

Advance Payment Of Claims

The Secretary to the Board is authorized to process payments in advance of audit of claims for public utility services, monthly recurring contractual services, postage, freight and express charges.

Notwithstanding the foregoing, and consistent with applicable laws and regulations, the District, in its discretion, may give a preference to the purchase of products made with recycled materials, provided that the cost of such "recycled Product" is "Reasonably competitive", (as such term is defined in Section 104-a of the N.Y.S. General Municipal Law*), and of a quality adequate for the purpose intended.

*and "reasonably competitive" shall mean a comparable recycled product with a cost premium of no greater than ten percent or, if at least fifty percent of the secondary materials utilized in the manufacture of that product are generated from the wastestream in New York State, a cost premium of no greater than fifteen percent. N.Y.S. General Municipal Law Section 104-a.

GML § 103 (16) was amended by chapter 497 of the Laws of 2013, to provide that the contract must be let either to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103. GML § 103 (16) as amended is scheduled to expire on August 1, 2017. There are three prerequisites that must be met in order for a procurement of apparatus, materials, equipment and supplies, and related installation, repair and maintenance services, to fall within this exception:

1. The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.
2. The contract must have been made available for use by other governmental entities.
3. The contract must have been "let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section." Additional guidance on complying with this prerequisite follows.

Determining Consistency with GML § 103

In order for a non-New York contract to have been let to the lowest responsible bidder or on the basis of best value (competitive offering) in a manner "consistent" with GML § 103, there are four fundamental elements that should be present in the procedures used by the non-New York entity in

letting its contract:

- Public solicitation of bids or, in the case of best value, offers.
- Submission of sealed bids or offers, or analogous procedures to secure and preserve the integrity of the process and confidentiality of the bids or offers submitted.
- Preparation of specifications, or a similar document that provides a common standard for bidders or offers to compete fairly.
- Award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder, or in the case of a best value process, an award to the responsive and responsible offerer which optimizes quality, cost and efficiency, reflecting objective and quantifiable analysis, whenever possible.

Where the basis of the award is the best value offer, the General Supervisor or the Secretary to the Board shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted. Also, documentation shall also include, where practicable, a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.

Professional Services:

Professional services generally include services rendered by attorneys, engineers, and other services requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment or a high degree of creativity. The District will issue request for proposals (RFPs) every five years as its method of seeking competition for professional services. However, under this method, price is not necessarily the sole criterion for award of the contract. The best qualified service provider that will best serve the interests of the District will be appointed by the Board. The RFP will provide information concerning the type of service to be provided including minimum requirements and, where applicable, the evaluation criteria that will govern the contract. The potential service providers will be supplied with copies of the RFP and will be requested to submit proposals by a specified date. Proposals will be solicited by either public advertisement, or will be contacted directly and provided with an RFP.

Federally Funded Purchasing Conflict Of Interest Statement

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value that is more than a nominal value from contractors or parties to subcontracts. Disciplinary actions will be applied for violations of such standards otherwise.



Nassau County Interim Finance Authority

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

1. Vendor: Sanitary District No. 2, Town of Hempstead

2. Amount requiring NIFA approval: \$45,846.00

Amount to be encumbered: \$45,846.00

Slip Type: 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: to 5 years from execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

X

Grant Fund (GRT)

Other

Federal %

0

State %

0

County %

100

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

No

If not, will it require a future borrowing?

Yes

Has the County Legislature approved the borrowing?

Yes

Has NIFA approved the borrowing for this contract?

Yes

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

The County will provide \$45,846 in Capital Funds to Sanitary District No. 2 for litter receptacles and related items.

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

Nassau County Attorney as to form

Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

CNOLAN

07/08/2026

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.

COUNTY OF NASSAU

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

1. Name of the Entity: Sanitary District No. 2

Address: 2080 Grand Avenue

City: Baldwin State/Province/Territory: NY Zip/Postal Code: 11510

Country: US

2. Entity's Vendor Identification Number: 11-6001672

3. Type of Business: Other (specify) Special District

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):

1 File(s) uploaded: NC Disclosure From Question #4.docx

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.

none - Special District

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 [X]

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

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

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

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:

Douglas Wiedmann [DOUGW@SANI2.COM]

Dated: 06/03/2026 01:12:53 pm

Title: Secretary to the Board

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

SANITARY DISTRICT NO. 2

TOWN OF HEMPSTEAD

BALDWIN

SOUTH HEMPSTEAD

ROOSEVELT

COMMISSIONERS

LeROY W. ROBERTS - Chairman

JOHN F. BOYD SR.

GERARD W. BROWN

JOHN A. COOLS

BRIAN F. O'CONNOR

DOUGLAS WIEDMANN, Secretary to the Board

KEITH ECKELS, General Supervisor



OFFICE AND GARAGE BUILDING

2080-2090 GRAND AVENUE

BALDWIN, NEW YORK 11510

TELEPHONE 516-223-3207

FAX 516-867-7485

WWW.SANI2.COM

Disclosure Form

Question #4

LeROY W. ROBERTS - Chairman

JOHN F. BOYD SR.

GERARD W. BROWN

JOHN A. COOLS

BRIAN F. O'CONNOR

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KEITH ECKELS, General Supervisor