

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2026 JUL 24 A 9:43



Certified: --

224-26

NIFS ID: CFCE26000059

Capital: X

Contract ID #: CFCE26000059

NIFS Entry Date: 07/22/2026

Department: County Executive

Service: Repairs to Thomas Dodge Homestead

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: Port Washington Water Pollution Control District	ID#: 116001317
Main Address: 70 Harbor Road Port Washington, NY 11050	
Main Contact: Giovanna DiFiore	
Main Phone: (516) 944-6100	

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 \$89,197 in Capital Funds to the Port Washington Water Pollution Control District for repairs Thomas Dodge Homestead property.
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 inter-municipal agreement between the County and the Port Washington Water Pollution Control District.
Impact on Funding / Price Analysis: \$89,197 in capital funds 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 011	01	\$89,197.00
Project Number		99206						
Project Detail		011						
TOTAL							\$89,197.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$89,197.00
Other	\$0.00
Total	\$89,197.00

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	07/22/2026 11:49AM	Approved
NIFS Final Approval	Eleftherios Sempepos	07/22/2026 11:49AM	Approved
Final Approval	Eleftherios Sempepos	07/22/2026 11:49AM	Approved
DPW			
Capital Fund Approval	Siju Sebastian	07/22/2026 12:08PM	Approved
Final Approval	Siju Sebastian	07/22/2026 12:08PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/22/2026 02:04PM	Approved
Approval as to Form	Julie Silverstein	07/22/2026 04:25PM	Approved
NIFS Approval	Mary Nori	07/22/2026 04:33PM	Approved
Final Approval	Mary Nori	07/22/2026 04:33PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/22/2026 12:12PM	Approved
NIFA Approval	Christopher Nolan	07/22/2026 12:26PM	Approved
Final Approval	Christopher Nolan	07/22/2026 12:26PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/22/2026 04:40PM	Approved
DCE Compliance Approval	Robert Cleary	07/23/2026 05:11PM	Approved
Vertical DCE Approval	Arthur Walsh	07/23/2026 05:37PM	Approved
Final Approval	Arthur Walsh	07/23/2026 05:37PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/23/2026 05:43PM	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

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS AND SERVICES.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

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CLERK OF THE LEGISLATURE
2026 JUL 24 A 9 44

WHEREAS, Nassau County ("the County") and the Port Washington Water Pollution Control District (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 make repairs to Thomas Dodge Homestead property (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 THE PORT
WASHINGTON WATER POLLUTION CONTROL DISTRICT 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 (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the (ii) the Port Washington Water Pollution Control District, having its principal offices at 70 Harbor Road, Port Washington, New York 11050 ("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 replace and repair aging cedar shakes, damaged wood trim and gutters and related items, all with a useful life of no less than five (5) years, at the Thomas Dodge Homestead and three (3) other

structures on the property The Homestead is a house museum and education center owned by the Port Washington Water Pollution Control District and operated by the Cow Neck Peninsula Historical Society (CNPHS). The details of the replacement and repairs are as follows: 1) Remove all existing cedar shakes from the exterior of Thomas Dodge House; 2) Repair and replace rotted wood found at base of three (3) windows and elsewhere; 3) Wrap house in Tyvek (or equivalent); 4) Two (2) replacement windows, back of house; 5) Install new cedar shakes on entire exterior; 6) Install 6" half-round gutters with round downspouts; 7) Reglaze all original historic windows and storms, as needed; 8) Paint the exterior white trim on the entire house; 9) Replace steps to back exterior attic; 10) New roof over back door (asphalt shingle); 11) New roof for the historic horse barn; 12) New roof and repairs to an historic tool shed; 13) New foundation for the last outhouse in Port Washington. The Project will preserve the Homestead and other existing structures that, in turn, will support the continuation of the Homestead's use as a public museum and educational center utilized by the Cow Neck Peninsula Historical Society and ReWild Long Island, both of which are 501(c)3 organizations. CNPHS engages the community by conducting educational house tours of the 18th century home and historic walking tours of the adjacent Mill Pond Historic District. ReWild Long Island engages 20-30 student volunteers in a 16-week summer program to learn about ecosystems, plant identification and care, composting, and the historical significance of the Homestead and the Mill Pond Historic District. The students raise organic produce, which is distributed to food pantries, including Our Lady of Fatima Church, which benefits the wider community. 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 EIGHTY-NINE THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$89,197.00) ("Funds") to the DISTRICT for the purchase of reasonable expenses in connection with the Project. Page 2 of the CRP Project Application shows the itemized funds required for the total estimated cost of the Project. Payment shall be made to the DISTRICT 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 Appendices 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.

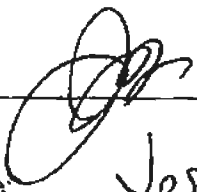
a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau 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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.}

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

PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT

By  Date 7/21/26
Print Name: Joseph D'Alonzo
Title: Commissioner

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive
Print Name _____

EXECUTE IN BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 21st day of July in the year 2026 before me personally came Joseph D'Alonzo 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.

Michelle Magee

NOTARY PUBLIC

MICHELLE MAGEE
Notary Public, State of New York
No. 01MA6328738
Qualified in Nassau County
Commission Expires August 10, 2027

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 Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6)

years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

1. 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 (i) 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SEQRA Compliance

Project Title:

The undersigned, Cow Neck Peninsula Historical Society, a 501C3, having offices at: 336 Port Washington Blvd., Port Washington, NY 11050 has completed a review of the proposed project pursuant to the applicable provisions of the New York Environmental Quality Review Act (SEQRA) and has thoroughly reviewed the environmental impact of the project and has determined that the project is a Type II action in accordance with section 617.51c of the Rules and Regulations adopted by the State Department of Environmental Conservation.

Acknowledged and Agreed

Date: 7/21/2026

By:

A handwritten signature in black ink, appearing to read 'Chris Bain', written over a horizontal line.

Name of Signer: Chris Bain

Title: President

Port Washington Water Pollution Control District
Policy and Procedures Manual

Section: 400 - District Rules & Regulations

Page 1 of 7

Sub-Section: 405 - Procurement

SUBJECT: Procurement

Effective Date: April 1, 1992

Original Release: April 1, 1992

DISTRIBUTE TO: Department Foremen

Revision Date: January 4, 2022

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405.0 PURPOSE

Commodities and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. The Board of Commissioners adopted this policy to govern all procurements of commodities and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law.

405.1 DEFINITIONS

"Commodities" are defined as standard articles of commerce in the form of material goods, supplies, products or similar items.

"Services" are defined as the performance of a task or tasks, which may include the use of a material good or a quantity of material goods. This definition includes technology which can be either a good or a service or a combination thereof.

405.2 PROCEDURES FOR DETERMINING WHETHER PROCUREMENTS ARE SUBJECT TO BIDDING

Procedure: Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is subject to public bidding, taking into account past purchases and the aggregate amount to be spent in a year. The Competitive Bidding thresholds for purchase contracts and public work contracts are \$20,000 and \$35,000 respectively. See General Municipal Law ("GML") §103. See also section 405.3.

Documentation: The decision that a purchase is not subject to formal bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a copy of the contract indicating the source which makes the item or service exempt, a memo from the Superintendent detailing the circumstances which led to an emergency purchase and/or service, or any other written documentation that is appropriate. See section 405.4.

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405.3 EXCEPTIONS TO PUBLIC BIDDING UNDER GML §103

GML § 103 itself authorizes purchases and public works contracts under certain recognized exceptions including, but not limited to,

- (a) Subdivision (3) purchases from Federal, New York State and County approved vendors
- (b) Subdivision (4) emergency purchases
- (c) Subdivision (5) standardization of equipment
- (d) Subdivision (6) surplus or second hand materials from any political subdivision, district or public benefit corporation.
- (e) Subdivision (16) ("piggybacking") purchase from any Federal or State or political subdivision around the Country after the contract is duly awarded through a similar public bidding process as utilized by GML §103. The District has recognized National Cooperative Purchasing Alliance (NCPA) and National Joint Powers Alliance (NJPA) as qualified vendors.

405.4 FEDERAL PURCHASING REGULATIONS

When procuring property and services under a Federal award, the District will follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards §§200.318 General Procurement Standards through 200.326 Contract Provisions.

405.5 METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Annual Amount of Purchase Contract	Documentation
\$ 0 - \$5,000	Executive Discretion
\$5,000 - \$9,000	Verbal Quotations -3
\$9,000 - \$20,000	Written/Faxed quotations or written Requests for Proposals. (Number of quotes - Discretion of the District Purchasing Agents)

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405.5 METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS
(continued)

Estimated Annual Amount of Public Works Contract	Documentation
\$ 0 - \$5,000	Executive Discretion
\$5,000 - \$9,000	Verbal Quotations -3
\$9,000 - \$35,000	Written/Faxed quotations or written Requests for Proposals. (Number of quotes - Discretion of the District Purchasing Agents)

The number of quotes may vary according to the items to be purchased or the services to be contracted for. For example, there are only a few pump service contractors proficient in the repairs and maintenance of the District's pumps. The purchaser shall document the reasons for obtaining quotes fewer than three.

405.6 AWARDS TO OTHER THAN THE LOWEST RESPONSIBLE BIDDER

Whenever any contract is awarded to other than the lowest possible responsible dollar offeror, the reasons that such an award (best value) furthers the purpose of General Municipal Law, section 104-b, as set forth herein above, shall be documented by a resolution adopted by the Board of Commissioners.

405.7 ITEMS EXCEPTED FROM THIS POLICY AND PROCEDURES BY THE BOARD

The Board sets forth the following circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the Port Washington Water Pollution Control District.

- (a) Services subject to state licensing requirements, such as laboratory services.
- (b) Professional services or services requiring special or technical skill, training, or expertise. Such services shall include, but not be limited to; services of an attorney, services of an engineer; services of a physician; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; printing services involving artwork used

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405.7 ITEMS EXCEPTED FROM THIS POLICY AND PROCEDURES BY THE BOARD
(continued)

extensively in bills and newsletters, etc; and computer software or programming services for customized programs.

(c) Sole Source.

405.8 CLAIM FORMS

A District claim form or purchase order must be signed by the vendor and attached to all invoices submitted for payment in all instances for audit and allowance by the Board of Commissioners with the exception of the following; (which may be paid without a signature from the vendor):

- a. Claims for public utility services
- b. Claims for postage and mailing machines
- c. Claims for health & retirement benefits
- d. Claims for payroll services
- e. Claims for miscellaneous hardware supplies
- f. Claims for office supplies through NYS approved vendor
- g. Claims for membership & subscription renewals
- h. Claims for routine recurring charges

Note: Original signatures are preferred; however electronic signatures and signatures received via e-mail and facsimile will be accepted if accompanied by an invoice that includes a unique invoice number that can be entered into the District's accounting system to avoid duplicate payments from occurring.

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405.9 INDIVIDUALS RESPONSIBLE FOR PURCHASING

Pursuant to General Municipal Law Section 104-b (2) (f), the Port Washington Water Pollution Control District identifies the individual or individuals responsible for purchasing as follows:

Windsor J. Kinney, Superintendent
Giovanna DiFiore, Business Manager

405.10 ADVANCE PAYMENT OF CLAIMS

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

405.11 INPUT FROM OFFICERS

Comments concerning the procurement policy and procedures shall be solicited from officers of the District involved in the procurement process prior to the enactment of the policy and procedures, and will be solicited from time to time.

405.12 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.

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405.13 ANNUAL REVIEW

The Board of Commissioners shall annually review and, when needed, update this policy and procedures.

405.14 UNINTENTIONAL FAILURE TO COMPLY

The unintentional failure to fully comply with the provisions of this General Municipal Law, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Port Washington Water Pollution Control District or any officer or employee thereof.

Adopted: January 4, 2022

Board of Commissioners
Port Washington
Water Pollution Control District

Revised 1/1/93 to increase minimum purchases from \$500 to \$1,000 for equipment and from \$2,500 to \$5,000 for public works contracts.

Revised 1/3/95 to increase minimum required before formal competitive bids from \$7,500 to \$10,000 for equipment and from \$10,000 to \$20,000 for public works contract to conform to limits of the law on competitive bidding.

Revised 2/15/00 to change titles: "Director of Operations" to "Director" and "Operations Supervisor" to "Superintendent". Also to delete the provision that price comparisons must still be obtained when purchasing under a state or county contract.

Revised 3/15/05 to include Assistant Business Manager in approval process, to spell out that the BOC is the final arbiter in approving purchases, to clarify that the sole source letter must be attached to a purchase order when submitted for approval, and adding a "Purchase Guidelines" table at the end of the document.

Revised 6/13/06 to include Procedure for Determining Whether Procurements is subject to Bidding. Increased minimum purchases from \$ 1,000 to \$ 2,500. Changed "Director" to "Business Manager". Permit using Federal/State/County/Town contracts as benchmarks for lower price quotes.

Revised 09/02/08 to increase minimum purchases to \$3,500.

Revised 06/30/09 to include amendment to GML Sec 104(b) and direct claims that are exempt from the normal approval process. Added authorized employees to purchasing procedures and in the Superintendent's absence, the Business Manager will approve the P.O.s. Deleted references to using State and other Government contracts as benchmark. Deleted annual review by the independent auditor.

Revised 01/04/10 to reflect increased public works bidding threshold to \$35,000 effective November 2009.

Revised 01/05/11 to reflect increased purchase bidding threshold to \$20,000, verbal quotes for purchasing from \$3,500 to \$4,000, public works from \$5,000 to \$6,000.

Revised 12/12/14 to replace Robert Breslin with Windsor Kinney as the Superintendent.

Adopted 12/16/14, 12/8/2015

Revised and adopted 01/06/18

Revised to specify required documentation for purchases and public works in the range of \$0 to \$5,000; adopted 02/25/20

Revised to authorize the Business Manager to process payments in advance of audit of claims for public utility services, monthly recurring contractual services, postage, freight and express charges; adopted 1/4/22



Nassau County Interim Finance Authority

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

1. Vendor: Port Washington Water Pollution Control District

2. Amount requiring NIFA approval: \$89,197.00

Amount to be encumbered: \$89,197.00

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)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	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 \$89,197 in Capital Funds to the Port Washington Water Pollution Control District for repairs Thomas Dodge Homestead property.

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

07/22/2026

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: Port Washington Water Pollution Control District

Address: 70 Harbor Road

City, State and Zip Code: Port Washington, NY 11050

2. Entity's Vendor Identification Number: 11-6001317

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Special Improvement District Other (specify)

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

Board of Commissioners:

Commissioner Melanie Cassens

Commissioner Arduino Marinelli

Commissioner Joseph D'Alonzo

Address: 70 Harbor Road, Port Washington, NY 11050

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.

n/a

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.

(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.**

N/A

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

N/A

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

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

Dated: 07/23/2026

Signed: 

Print Name: Giovanna DiFiore

Title: Business Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.