

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 21 P 12:30



Certified: --

200-26

NIFS ID: CFCE26000027

Capital: X

Contract ID #: CFCE26000027

NIFS Entry Date: 06/19/2026

Department: County Executive

Service: purchase of new boiler for westbury library

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: Westbury Memorial Public Library	ID#: 116003173
Main Address: 445 Jefferson Street Westbury, NY 11590	
Main Contact: Egita Johnson	
Main Phone:	

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 \$27,038.97 in Capital Funds to Westbury Memorial Library for purchase of new boiler 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 and inter-municipal agreement between the County and the Westbury Memorial Public Library.
Impact on Funding / Price Analysis: \$27,038.97 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 002	01	\$27,038.97
Project Number		99206						
Project Detail		002						
TOTAL							\$27,038.97	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$27,038.97
Other	\$0.00
Total	\$27,038.97

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	06/19/2026 01:29PM	Approved
NIFS Final Approval	Eleftherios Sempepos	06/19/2026 01:29PM	Approved
Final Approval	Eleftherios Sempepos	06/19/2026 01:29PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	06/19/2026 04:15PM	Approved
Final Approval	Christopher Yansick	06/19/2026 04:15PM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	06/24/2026 11:43AM	Approved
Approval as to Form	Julie Silverstein	06/24/2026 11:43AM	Approved
NIFS Approval	Mary Nori	07/08/2026 05:36PM	Approved
Final Approval	Mary Nori	07/08/2026 05:36PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/08/2026 10:22AM	Approved
NIFA Approval	Christopher Nolan	07/08/2026 02:43PM	Approved
Final Approval	Christopher Nolan	07/08/2026 02:43PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/08/2026 05:48PM	Approved
DCE Compliance Approval	Robert Cleary	07/10/2026 12:11PM	Approved
Vertical DCE Approval	Arthur Walsh	07/21/2026 11:21AM	Approved
Final Approval	Arthur Walsh	07/21/2026 11:21AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/21/2026 11:27AM	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 WESTBURY MEMORIAL PUBLIC LIBRARY IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

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CLERK OF THE LEGISLATURE
2026 JUL 21 P 12:30

WHEREAS, Nassau County (“the County”) and The Westbury Water and Fire District (“the Library”) 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 Library to purchase and procure a new oil boiler for the Children’s Library at the Robert Bacon Memorial (the “Project”); and

WHEREAS, the County and the Library 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 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
WESTBURY MEMORIAL PUBLIC LIBRARY 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) Westbury Memorial Public Library, having its principal offices at 445 Jefferson Street, Westbury, New York 11590 ("LIBRARY" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the LIBRARY 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 LIBRARY 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 LIBRARY 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 LIBRARY, 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 LIBRARY will undertake a project (the "Project") to purchase and procure a new oil boiler and related items, all with a useful life of no less than five (5) years, to replace the current system that is over seventeen (17) years old. The proposed Project will take place at the Children's Library at the Robert Bacon Memorial, a key site for youth services. The Project will assist the

LIBRARY in continuing to serve a diverse population of 27,050 residents in Westbury and 8,761 residents in Carle Place. During the 2024-2025 fiscal year, this location delivered 7,839 programs for children ages 0-11, demonstrating its significant role in supporting early childhood development, literacy, and community engagement. The LIBRARY 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 TWENTY-SEVEN THOUSAND THIRTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$27,038.97) ("Funds") to the LIBRARY for the purchase of reasonable expenses in connection with the Project. Payment shall be made to the LIBRARY in arrears and on a reimbursement basis and shall be contingent upon (i) the LIBRARY 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 LIBRARY 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 LIBRARY shall (i) as between the County and the LIBRARY, 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 LIBRARY 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 LIBRARY 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 LIBRARY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The LIBRARY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the LIBRARY 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 LIBRARY 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 LIBRARY 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 LIBRARY 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 LIBRARY or any agent of the LIBRARY 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 LIBRARY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the LIBRARY'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 LIBRARY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The LIBRARY 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 LIBRARY, or between the LIBRARY 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 LIBRARY 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.

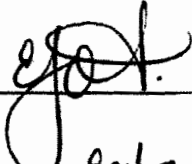
Section 14.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

WESTBURY MEMORIAL PUBLIC LIBRARY

By  Date 5/29/2021. EJ.

Print Name: Egita Johnson.

Title: Assistant Library Director.

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

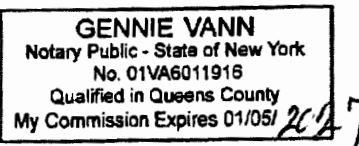
EXECUTE IN BLUE INK.

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

On the 29th day of May in the year 2026 before me personally came
to me personally known, who, being by me duly sworn, did
depone 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.

Gennie Vann

NOTARY PUBLIC

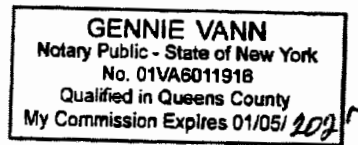


STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 29 day of May in the year 2026 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.

Gennie Vann

NOTARY PUBLIC



EXECUTE IN BLUE INK.

Appendix EE

Equal Employment Opportunities for Minorities and Women

COUNTY OF NASSAU)

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

NOTARY PUBLIC

COUNTY OF NASSAU)

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

NOTARY PUBLIC

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.
- 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 custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

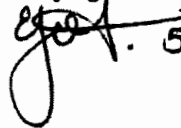
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

Project Title: Boiler

The undersigned, [Westbury Library] 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 617.5(c) of the Rules and Regulations adopted by the State Department of Environmental Conservation.

Date: 5/29/26

By: [Print Name] Egita Johnson

[Signature]  5/29/26.



**WESTBURY
MEMORIAL
PUBLIC LIBRARY**

WESTBURY MEMORIAL PUBLIC LIBRARY
westburylibrary.org
445 Jefferson Street
Westbury, New York 11590
Phone (516) 333-0176
Fax (516) 997-0825

BOARD OF TRUSTEES 2025 – 2026

Tyeisha Marshall	Board Term: July 2022 - June 2027
Judy Gerrard	Board Term: July 2014 - June 2029
Carmen Lloyd	Board Term: June 2020 - June 2025
Simone Eason	Board Term: July 2023 - June 2026 President: July 1, 2025 – June 30, 2026
Alex Nunez	Board Term: July 2023 - June 2028 Vice President: July 1, 2025 – June 30, 2026



WESTBURY MEMORIAL PUBLIC LIBRARY

westburylibrary.org

445 Jefferson Street

Westbury, New York 11590

Phone (516) 333-0176

Fax (516) 997-0825

Policy and Procedures

PROCUREMENT & PURCHASING POLICY

A procurement of goods and services for the Westbury Memorial Public Library is subject to competitive bidding as follows:

- a) The Board is required by law to award all purchase contracts for supplies, materials and equipment involving expenditures in excess of \$20,000 and all contracts for public works in excess of \$35,000 to the lowest responsible bidder meeting specifications after advertising for public sealed bids.
- b) When a contract involves acquisition of both goods and services, a judgment must be made by the Director as to the primary purpose of the contract. If the services are minor, incidental or customarily provided by the vendor in connection with the goods purchased, the contract should be viewed as a purchase contract. If the service component is extensive or predominant or involves special skills, the contract should be treated as one for public works.
- c) In determining the necessity for competitive bidding, the aggregate amount to be expended during the fiscal year on an item or those of a similar nature (a "reasonable commodity grouping") must be considered. For example, office furniture or computers would constitute an appropriate grouping for bidding purposes.

Additionally, in determining whether the dollar requirements have been reached, allowances for any trade-in related to the purchase must be treated as an expenditure; the estimated gross cost of the item is controlled. Net cost is relevant only to the determination of the low bid.

- d) The Board will review and approve any purchase of goods over the amount of \$10,000 prior to being made. †

The following procedures shall be used for purchases of goods and services below the bid limits of Section 103 of the General Municipal Law for all non-bid items:

- a. State contracts, County contracts, Municipal Agreements, BOCES Cooperative Purchasing Agreements, Corcraft (New York Prison System), Industries for the Blind, or Industries for the Disabled may be used whenever feasible for purchases below the state bid limits.

<u>For Purchase Order for Goods that total:</u>	<u>Procedure/Requirement</u>
Less than \$2,500	No quotation required.
\$2,500- \$5,000	Three documented verbal or written quotations including name, address, and telephone number of vendor, items to be purchased, quantity, brand, model, unit price and total price of order.
\$5,001 - \$19,999	Three documented formal written quotations including name, address, and telephone number of the vendor. Also included in quote are the items to be purchased, quantity, brand, model, unit price and total price of order. The Board of Trustees must review any of these purchases.
In excess of \$20,000	Public advertised bids in accordance with General Municipal Law.

Procurement and Purchasing Policy

<u>For Purchase order for the procurement of Services</u>	<u>Procedure/Requirement</u>
Less than \$5,000	No quotation required.
\$5,001 - \$10,000	Three documented verbal or written quotations including name, address, and telephone number of vendor, items to be purchased, quantity, brand, model, unit price and total price of order.
\$10,001 - \$34,999	Three formal written quotations including name, address, and telephone number of the vendor. Also included in the quote are the items to be purchased, quantity, brand, Model unit price and total price of order.
In excess of \$35,000	Public advertised bids in accordance with General Municipal Law.

Whenever other than the lowest quote is awarded, there must be written documentation setting forth the reason for such award.

Competitive bidding is not required by law for the following and the suggested documentation to support this determination is indicated.

1. EMERGENCY PURCHASE is the need for the procurement of goods or services arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of the inhabitants of a political subdivision are involved. For such purchases, three verbal or written quotations including name, address, and telephone number of vendor, items to be purchased, quantity, brand, model, price and total price of order is required.
2. PURCHASES FROM GOVERNMENT CONTRACTS
 - a) New York State Contracts
 - b) County Contracts
 - c) BOCES Services
 - d) Municipal Agreements
 - e) Surplus and second-hand supplies, material or equipment purchased from the federal government, the State of New York, or any other political subdivision within the State of New York.
3. PURCHASES FROM PREFERRED SOURCES
 - a) Industries for the Blind of NYS
 - b) New York State Industries for the Disabled
 - c) Corcraft - prison-made goods
4. PURCHASES FROM MONOPOLIES

Competitive bidding is not required under Section 103 of General Municipal Law where the object of the contract is controlled by a monopoly, such as in the case of natural gas or electric utilities.

Should particular supplies or materials be obtainable only directly from a specific manufacturer (sole source), then a true monopoly would exist and the purchase would not be subject to bidding requirements. However, should there be a possibility of purchasing the item from two or more jobbers, the purchase may fall under the bid requirements.
5. Professional services such as architects, engineers and attorneys may fall under the bid requirements as provided by law.
6. INSURANCE

There is an obligation to the taxpayer to adopt insurance practices that will obtain the best coverage for the lowest cost. Procedures used to reduce the cost include soliciting competitive quotations or joining insurance cooperative or reciprocals.
7. It shall be the responsibility of the Administrative Office/Purchasing Office to maintain files of all purchases. Such files shall contain a copy of the purchase order, requisition forms, bid or quotation data, invoices, and copies of all payments made on each purchase order.

Purchase of Goods and Services

The function of the Administrative Office / Purchasing Office and the Director shall be to serve the Westbury Memorial Public Library by providing the necessary supplies, equipment, and services.

The Board declares its intention to purchase competitively and to seek maximum value for every dollar expended.

The acquisition of services, equipment, and supplies shall be centralized in the Administrative Office/Purchasing Office, which shall function under the supervision of the Director, and through whose office all purchasing transactions shall be conducted.

Quality

The Board expects the administration to make every effort to receive full value for the dollars spent through sound purchasing procedures. The goal of the purchasing function shall be to buy the product required for the intended purpose which, in course of its use in time, will be the most economical and efficient product.

Timing

Purchases shall be timed to provide the necessary goods and services without undue delay in delivery and with reasonable cost. Purchasing shall be done on a calendar basis, taking into consideration when the product is needed and market conditions. The prime importance is to have the product available when needed.

Except in emergencies or for reasons of economy, the purchase of major pieces of equipment shall be scheduled so that annual budgetary appropriations for capital purposes either will be of similar size or will show a continuous trend without severe fluctuations.

Quantity of Purchases

The quantity of items purchased shall depend upon the need, the storage facilities available, and the effect of unit prices for volume purchases. The quantities of each item purchased shall be determined by the above factors, which will yield the most economical price per item. Whenever possible, standardized lists shall be used, if not a detriment to the educational program, since they usually result in lower prices.

State Contract Purchases

Purchases shall be made through available state contracts, whenever such purchases are in the best interest of the Westbury Memorial Public Library.

Vendors and Contractors

No favoritism shall be extended to any vendor. Each order shall be placed on the basis of quality, price and delivery, ability to start and complete the contract, and fast service shall be a factor if all other considerations are equal. Other factors may be considered depending upon the type and kind of contract involved.

No person officially connected or employed in the Westbury Memorial Public Library shall be an agent, or in any way beneficially interested in, or receive any compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment, or services to the Library.

Ethical Practices

No Board member, officer or employee of the Westbury Memorial Public Library or their families shall be interested financially in any contract entered into by the Board. This shall also preclude acceptance of any gratuities, financial or otherwise, by the above persons, from any supplier of materials or services to the Library. (see also "Conflict of Interest Policy")

Requisitions

Requisitions shall be submitted in accordance with procedures adopted by the Westbury Memorial Public Library.

Requisitions may be initiated by those responsible for an approved segment of the budget. Each requisitioner shall be responsible for limiting his/her requisitions to the amounts appropriated for his/her unit. Each requisition must get approval from the Director and the Junior Accountant before submitting requests to the Purchasing Agent. This is to ensure that sufficient funds are available and that the purchase is within the budgeted plans for the fiscal year. The party making the requisition shall provide adequate information so that specifications may be prepared, as appropriate.

Specifications

Most items shall be purchased in response to specifications. Specifications shall be designed to ensure the quality of the product desired and free competition, so as to permit the lowest possible purchase price.

No bid shall be accepted which does not conform to the specifications furnished. All contracts shall be awarded to the lowest responsible qualified bidder.

A statement of general conditions, as approved by the Board, shall be included with all specifications submitted to suppliers for their bids. These general conditions shall be incorporated in all contracts awarded for the purchase of materials, equipment and supplies.

Purchase Orders

The Senior Account Clerk is appointed by the Board to serve as purchasing agent. The purchasing agent is authorized to issue purchase orders upon receipt of an approved requisition form, without prior approval of the Board where formal bidding procedures are not required by law.

The approved budget authorizes the administrative office staff to order items specified in the budget up to the limit of each category.

The Administrative Office is authorized to issue purchase orders on the basis of quotations.

The purchasing procedures employed shall comply with all applicable laws and regulations.

Receiving Goods

Purchase orders shall indicate the address for delivery. All goods received must be accepted by an employee authorized to certify that the goods were received in good condition, before payment can be approved.

Payment

Approval for payment of invoices shall be made monthly by the Board of Trustees, who are legally responsible for the finances of the Library. The Senior Account Clerk shall have all invoices and supporting documentation available.

An original invoice submitted for payment shall qualify when the following conditions are met:

- a. The invoice is an original document (not a copy or facsimile) that bears the description and price of items specified on the purchase order, less any discounts.
- b. Includes indication of the requisitioner, by signature, that the item has been received in satisfactory condition and in the quantity indicated.
- c. Has the approval of the requisitioner.
- d. All extensions and totals have been checked for accuracy.
- e. Has the approval of the purchasing agent.
- f. Has the approval of the Director.
- g. Payment in advance of receipt of items or services is not generally authorized.

Petty Cash

Petty cash funds shall be established annually for the administrative office. Such funds shall be used for the payment of properly itemized bills of nominal amounts (not exceeding \$35) and under the conditions that call for immediate payment. Allowances, responsibility, security and accounting of petty cash funds shall be in accordance with the regulations of the Director.

In a letter from Jaspán Schlesinger Hoffman LLP letter dated March 2, 2006 and pursuant to our request, reviewed the draft Procurement Policy which we forwarded to their office, offered the following suggestions.



Nassau County Interim Finance Authority

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

1. Vendor: Westbury Memorial Public Library

2. Amount requiring NIFA approval: \$27,038.97

Amount to be encumbered: \$27,038.97

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 \$27,038.97 in Capital Funds to Westbury Memorial Library for purchase of new boiler 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
-------------	--------------	---------------------------------

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: Westbury Memorial Public Library

Address: 445 Jefferson Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 11-6003173

3. Type of Business: Other (specify) Municipality

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: Board of Trustees 2025-2026 (1).pdf

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

If none, explain.

--

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

(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:

Egita Johnson [EGITAJOHNSON@WESTBURYLIBRARY.ORG]

Dated: 05/29/2026 03:15:48 pm

Title: Assistant Library Director

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



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BOARD OF TRUSTEES 2025 – 2026

Tyeisha Marshall	Board Term: July 2022 - June 2027
Judy Gerrard	Board Term: July 2014 - June 2029
Carmen Lloyd	Board Term: June 2020 - June 2025
Simone Eason	Board Term: July 2023 - June 2026 President: July 1, 2025 – June 30, 2026
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