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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 21 P 4:30



Certified: --

210-26

NIFS ID: CFCE26000044

Capital: **X**

Contract ID #: **CFCE26000044**

NIFS Entry Date: **07/08/2026**

Department: County Executive

Service: **Upgrades to Village community center and recreation center**

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: Inc Village of Westbury DBA: Village of Westbury	ID#: 116002141
Main Address: 235 Lincoln Place Westbury, NY 11590	
Main Contact: Anna Vikse	
Main Phone: (516) 334-1700	

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 \$150,075 in Capital Funds to the Village of Westbury for upgrades to the Village's Community Center and Recreation Complex.
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 Village of Westbury.
Impact on Funding / Price Analysis: \$150,075 in capital funding from 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: CR{

☒ 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	\$150,075.00
Project Number		99206						
Project Detail		002						
TOTAL							\$150,075.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$150,075.00
Other	\$0.00
Total	\$150,075.00

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	07/08/2026 01:05PM	Approved
NIFS Final Approval	Eleftherios Sempepos	07/08/2026 01:05PM	Approved
Final Approval	Eleftherios Sempepos	07/08/2026 01:05PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	07/10/2026 12:53PM	Approved
Final Approval	Christopher Yansick	07/10/2026 12:53PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/15/2026 11:25AM	Approved
Approval as to Form	Julie Silverstein	07/15/2026 05:22PM	Approved
NIFS Approval	Mary Nori	07/17/2026 05:16PM	Approved
Final Approval	Mary Nori	07/17/2026 05:16PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/10/2026 12:57PM	Approved
NIFA Approval	Christopher Nolan	07/10/2026 04:10PM	Approved
Final Approval	Christopher Nolan	07/10/2026 04:10PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/20/2026 09:55AM	Approved
DCE Compliance Approval	Robert Cleary	07/20/2026 10:39AM	Approved
Vertical DCE Approval	Arthur Walsh	07/21/2026 04:04PM	Approved
Final Approval	Arthur Walsh	07/21/2026 04:04PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/21/2026 04:08PM	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 INCORPORATED VILLAGE OF WESTBURY 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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WHEREAS, Nassau County ("the County") and the Incorporated Village of Westbury ("the Village") 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 Village to provide upgrades to the Village's Community Center and Recreation Complex (the "Project"); and

WHEREAS, the County and the Village 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
INCORPORATED VILLAGE OF WESTBURY 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) Incorporated Village of Westbury, having its principal offices at 235 Lincoln Place, Westbury, New York 11590 ("VILLAGE" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE, 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 VILLAGE will undertake a project (the "Project") to make upgrades to its Recreation Complex, which includes grounds and various buildings upgrades to the VILLAGE's Community Center and Recreation Center. The Community Center is home to the Westbury Seniors and is also used in the evening and weekends by various community groups

including Alpha Kappa Alpha Sorority and Sigma Beta Beta Fraternity. The Recreation Center is used by the VILLAGE's after-school program for children ages 6-12 during the school year. In the summertime, the VILLAGE collaborates with Westbury Arts, a local arts non-profit, to provide summer programming for children ages 6-11 with an option to extend the day with additional recreational programming. The list of upgrades, all with a useful life of no less than five (5) years, is as follows:

1) HVAC upgrade in Recreation Center	\$27,975.00
2) Roof repair and replacement gutter in Rec. Center	\$44,500.00
3) Installation of new front steps at Senior Center; remove and replace front walk; replace steps at Rec. office; rip out existing asphalt walk and fix pavers and install new asphalt walk from parking lot to Linden Avenue; demo police booth	\$63,000.00
4) Installation of new handrails on all sides including south side ramp for Senior Center	<u>\$14,600.00</u>
TOTAL AMOUNT REQUESTED	<u>\$150,075.00</u>

The VILLAGE Recreation Complex has various programming throughout the year for adults including table tennis, karate, bocce, Pilates, and yoga classes. The VILLAGE also organizes several community events on the campus, open to all, including its Annual Easter Egg Hunt, Village Tree Lighting, and Memorial Day Observance Program. The programming on the VILLAGE's recreation campus is open to County residents and would fall under the park-like recreational facilities open to County residents category. The VILLAGE 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 ONE HUNDRED FIFTY THOUSAND SEVENTY-FIVE DOLLARS (\$150,075.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE 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 VILLAGE 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 VILLAGE shall (i) as between the County and the VILLAGE, 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 VILLAGE 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 VILLAGE 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 VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE 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 VILLAGE is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The VILLAGE 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 VILLAGE 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 VILLAGE or any agent of the VILLAGE 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 VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE'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 VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE 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 VILLAGE, or between the VILLAGE 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 VILLAGE 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.

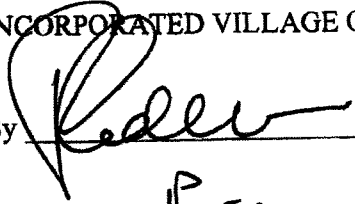
Section 14.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

INCORPORATED VILLAGE OF WESTBURY

By  Date 6-4-26

Print Name Peter I. Canallaba

Title mayor

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

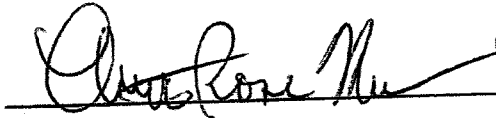
EXECUTE IN BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 4th day of June in the year 2020 before me personally came Peter J. Cavalieri 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.



CHRISTINA ROSE KIERNAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01K16350762
Qualified in Nassau County
Commission Expires Nov. 21, 2021

NOTARY PUBLIC

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.
- l. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services,

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

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

Short Environmental Assessment Form

Part 1 - Project Information

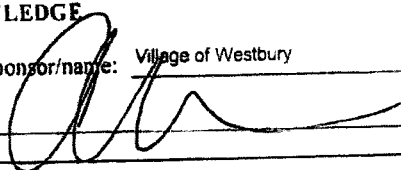
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Village of Westbury			
Name of Action or Project: Recreation Complex Upgrades			
Project Location (describe, and attach a location map): 348 Post Avenue, 380 Post Avenue, and adjacent property			
Brief Description of Proposed Action: Buildings and grounds updates, including HVAC upgrades, roof and gutter repairs, new front steps and walk, new handrails.			
Name of Applicant or Sponsor: Village of Westbury		Telephone: 516 334 1700 E-Mail: avlks@villageofwestbury.gov	
Address: 235 Lincoln Place			
City/PO: Westbury		State: NY	Zip Code: 11590
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Nassau County IMA		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action?		2.13 acres	
b. Total acreage to be physically disturbed?		.4 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		4.07 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☒ Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Village of Westbury</u> Date: <u>6/4/2026</u> Signature:  Title: <u>Village Attorney</u>		

PRINT FORM

Agency Use Only [If applicable]

Project:	Recreation Center Upgrades
Date:	June 4, 2026

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

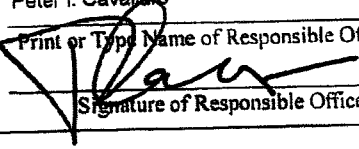
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

PRINT FORM

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Village of Westbury	6/4/2026
Name of Lead Agency	Date
Peter I. Cavallaro	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Signature of Preparer (if different from Responsible Officer)
Signature of Responsible Officer in Lead Agency	

PRINT FORM

BOARD OF TRUSTEES MEETING MINUTES
INC. VILLAGE OF WESTBURY
VILLAGE HALL CONFERENCE & BOARD ROOM
THURSDAY, JUNE 4, 2026
5:30 P.M.

Present: Mayor Peter I. Cavallaro
Trustee Steven L. Corte
Trustee Beaumont A. Jefferson
Trustee Vincent Abbatiello
Trustee Pedro Quintanilla

Staff present: Chrissy Kiernan, Village Clerk-Treasurer
Anna Vikse, Village Attorney
Joe Brilliantino, Superintendent of Buildings
Joe Yulo, Deputy Superintendent of Public Works

Mayor Cavallaro opened the Meeting of the Board of Trustees at approximately 5:30PM with a verification of a quorum.

1. Resolution to Approve Board of Trustees Meeting Minutes of May 21, 2026

On motion by Trustee Corte, seconded by Trustee Abbatiello, it was RESOLVED to approve the Meeting Minutes of May 21, 2026, as prepared and distributed by Clerk-Treasurer Kiernan. The Board was polled, with all present voting "Aye" (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

2. Approval of Liability Policy for the period June 1, 2026 through May 31, 2026

Clerk-Treasurer Kiernan reported that the Village's Insurance Broker, Salerno Brokerage, provided a recommendation to renew the Village's insurance policy expiring on May 31, 2026 with the Village's current liability carriers, the New York State Municipal Insurance Reciprocal (NYMIR).

The quoted renewal represents an increase of \$15,215 over the expiring premium. It was summarized in the Broker's report that the 2026 insurance market remains cautiously challenging. Insurers continue to rely heavily on actuarial models, while reinsurers are pressing for higher pricing and tighter underwriting standards. This reflects ongoing concerns that current rates are insufficient to fund future large-scale losses, including severe weather events and

increasingly large liability verdicts (“nuclear verdicts”). There’s a rise in the number and cost of liability claims, especially in Nassau and Suffolk Counties. Social Inflation is driving costs up. Carriers are cutting back on the liability limits they are willing to offer.

The Broker submitted the Village’s account to National Union/Glatfelter Public Practice and Travelers in addition to NYMIR.

After discussion, on motion by Trustee Abbatiello, seconded by Trustee Corte, it was RESOLVED to approve the renewal of the Village’s insurance program with the New York State Municipal Insurance Reciprocal for the June 1, 2026 to May 31, 2027 period. The Board was polled, all present voting “Aye” (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

3. Cyber Policy Renewal for June 17, 2026 through June 16, 2027

The Village’s Cyber Liability renewal date is 6/17/2026 and, as such, the Cyber renewal marketing process is still ongoing. The Village scheduled a call with Cowbell to further explore the Cyber risk management and policyholder services available through the program. This is an excellent proactive step, and Cowbell has indicated that insured engagement and demonstrated commitment to cyber risk management may be viewed favorably as part of the renewal underwriting process.

The expiring 6/17/25-26 cyber insurance policy premium is \$3,359. This includes a \$1,000,000 limit with a \$25,000 deductible with the Cowbell Insurance Program.

Carrier: Spinnaker – AM Best A- (Admitted)
Limit: \$1,000,000
Deductible: \$25,000
Premium: \$4,395

In addition to Cowbell, we obtained three alternative proposals which are outlined as follows:

1. State National (Non-Admitted)*
Limit: \$1,000,000
Deductible: \$0
Premium: \$5,182. (including taxes and fees)
 2. Houston Casualty Company (Non-Admitted)*
Limit: \$1,000,000
Deductible: \$2,500
Premium: \$4,604. (including taxes and fees)
- *Need a completed and signed NetGuard cyber application prior to binding.

3. Coalition (Admitted) – No response

The Village had an onboarding call scheduled with Cowbell on June 3, 2026. The meeting was attended by Trustees Jefferson and Abbatiello, as well as Clerk-Treasurer Kiernan and Village Attorney Vikse with the Village's IT present. The Village's Broker, Salerno Brokerage recommended Cowbell for their enhanced risk management capabilities and believe that provide greater overall value to the Village as they cover a number of items in the cyber world.

On motion by Trustee Quintanilla, seconded by Trustee Jefferson, it was RESOLVED to approve the proposal of Cowbell for the Village's cyber insurance program for the period June 17, 2026 through June 16, 2027. The Board was polled, with all present voting "Aye" (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

4. Block Party Application – Morningside Drive – Saturday, June 20, 2026

On motion by Trustee Abbatiello, seconded by Trustee Corte, it was RESOLVED to approve the Block Party Application for Morningside Drive on Saturday, June 20, 2026. The Board was polled, with all present voting "Aye" (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

5. Block Party Application – Rockaway Avenue

The Board discussed a Block Party Application for July 4, 2026 with a rain date of July 5, 2026. On motion by Trustee Abbatiello, seconded by Trustee Corte, it was RESOLVED to approve the Block Party Application for Rockaway Avenue on Sunday, July 5, 2026 and deny the July 4, 2026 request due to a precedent established by the Village Board that there will no approved block parties on the Fourth of July Holiday. The Board was polled, with all present voting "Aye" (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

6. Resident Stop Sign Request – Hillary Lane at Aintree Road

The Board discussed a resident request to place a stop sign on Hillary Lane westbound at Aintree Road. It was noted that two similar intersections south of Aintree Road have stop signs in place currently.

On motion by Trustee Quintanilla, seconded by Trustee Jefferson, it was RESOLVED to approve the stop sign request for Hillary Lane westbound at Aintree Road. The Board was polled, with all present voting “Aye” (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

7. Discuss Proposal from GPI for Traffic Impact Study

The Board discussed a proposal from GPI for a Traffic Impact Study for the Application of Go Westbury LLC “Westbury Commons”. Mayor Cavallaro noted that GPI provided the study for the Cornerstone properties and Alpine property and have superior familiarity with the Village.

On motion by Trustee Corte, seconded by Trustee Quintanilla, it was RESOLVED to approve the proposal of GPI in the amount of \$13,140 for a Traffic Impact Study for the Transit Oriented Development Project of Applicant Westbury Commons for the MTA owner property at the corner of Railroad Avenue and Post Avenue to be developed as multi-use. The Board was polled, with all present voting “Aye” (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

8. Bocce Group Request

The Board reviewed a request from the Village’s Bocce Group Recreation participants for replacement materials and a new shed. Trustee Abbatiello will follow-up with the participants. The item was tabled pending further communication with the participants.

9. Community Connections Farmer’s Market

On motion by Trustee Abbatiello, seconded by Trustee Jefferson, it was RESOLVED to approve the Use of Facilities Application for Community Connections for a Farmer’s Market pending

receipt of all required insurance documents. The Board was polled, with all present voting "Aye" (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

10. Intermunicipal Agreement between the County of Nassau and the Village of Westbury & SEQRA

The following Resolution was offered for adoption by Trustee Corte:

WHEREAS, the Village of Westbury intends to enter into an intermunicipal agreement with Nassau County for the purpose of making certain improvements to the Recreation Campus; and

WHEREAS, pursuant to the State Environmental Review Act ("SEQRA"), and its implementing regulations, such improvements to property are considered an unlisted action; and

WHEREAS, there will be no adverse environmental impacts associated with these projects, but only positive environmental impacts; and now, therefore, be it

RESOLVED by the Board of Trustees of the Inc. Village of Westbury that the Village Board of Trustees will act as Lead Agency; and

FURTHER RESOLVED, that a negative declaration is made with regard to SEQRA.

Motion to adopt the foregoing Resolution was seconded by Trustee Jefferson and the roll call for adoption resulted in the following:

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

11. Westbury Manor – Resident Noise Complaints

Mayor Cavallaro discussed with the Board several resident noise complaints. Mayor Cavallaro reported that he spoke with the owner Jerry Scotto, as did Deputy Buildings Superintendent Tony Iadevaia to address the resident concerns.

12. Update Bright Street Fencing and Planting & Resident Request for Electrical Outlet

Mayor Cavallaro reported that the fence at the end of Bright Street and the green giants were planted. A resident reached out to request electrical outlet for the purpose of holiday lights. The Department of Public Works will follow-up to see if the street light and corresponding electrical are working.

13. July 11th Fire Department Dedication

On July 11, 2026 at 11 a.m., the Westbury Fire Department will be dedicating a monument for fallen firefighters who died in the line of duty at the Maple Avenue firehouse.

14. Application of Westbury Commons Meeting Schedule

There will be an informal public meeting with the Applicant Westbury Commons on Thursday, July 16, 2026 at 4:30pm. The applicant's formal public meeting will be held on Thursday, August 6, 2026 at 7:30pm.

15. Carle Place Civic Association Request for 9/11 Memorial

Mayor Cavallaro reported that he attended a Carle Place Civic Association Meeting where the Association discussed placing a 9/11 Memorial at the corner of Carle Road and Westbury Avenue which is Village property. There is presently a Veteran's Memorial there now. The form of the memorial is yet to be decided, but the Civic Association has a piece of rebar from the World Trader Center which will be incorporated.

16. Pledge of Allegiance

Trustee Jefferson led the Pledge of Allegiance.

17. Board Reports

- a. Trustee Steven Corte
 - i. Exemption season begins on August 1, 2026 through January 4, 2027
 - ii. The Westbury Seniors have a Bingo Night on Friday, June 12, 2026 and are working on a date for their October Bazaar. In August there will be a Murder Mystery fundraiser.
- b. Trustee Beaumont Jefferson
 - i. The Westbury Summer Arts Recreation Program is from July 6 to August 14, 2026. We have 58 participants with 20 participants on the waiting list.
 - ii. The afterschool program is winding down at the end of June.
 - iii. Westbury Arts had a South American wine tasting fundraiser on May 31, 2026.
 - iv. The Westbury Summer Arts Concert Schedule for the Piazza will be out soon. The concerts take place on Thursdays, and will begin on July 9th with the Afro Latiners at 7 p.m. and will run until September.
 - v. Westbury's Got Talent will be held June 28, 2026.

- vi. Public Safety – From May 1-31, there were 6 auto accidents and 2 robberies on Post Avenue and Sullivan Lane where arrests were made.
- c. Trustee Vincent Abbatiello
 - i. The Spring BID Street Fair was held on Saturday, May 30, 2026 and was a huge success.
 - ii. The Fire Department Line of Duty Presentation will be on July 11, 2026 at 11 a.m. at the Maple Firehouse.
- d. Trustee Pedro Quintanilla
 - i. Audit and Claims – Trustee Quintanilla reviewed the Claims and Expenditures for the period for the period May 22, 2026 through June 4, 2026 in the amount of \$99,684.13, of which, \$28,937.10 was from the capital fund, and \$70,747.03 was from the general fund. Trustee Quintanilla made a motion to submit bills for payment, seconded by Trustee Abbatiello. Motion to approve was passed. The Board was polled, all voting “Aye” (5-0).

Mayor Peter I. Cavallaro	Aye
Trustee Steven Corte	Aye
Trustee Beaumont Jefferson	Aye
Trustee Vincent Abbatiello	Aye
Trustee Pedro Quintanilla	Aye

- e. Mayor’s Report – Peter I. Cavallaro
 - i. The July 2, 2026 Board Meeting will be moved to July 9, 2026.
 - ii. Mayor Cavallaro reported that road work on the east side of the Village is completed and the west side will be done later this summer. Sidewalk work will begin at the end of summer/early fall.
 - iii. We are waiting on the state budget to determine if there is any additional grant funding for the Village. Senator Bynoe has already secured \$1 million for parks upgrades to the Recreation campus park and Campbell Park.
 - iv. The Village sends out email updates, five or six a month, with information about events and sanitation updates.
 - v. Trustee Jefferson also reported that he has been working with Village DPW to create planting beds at the Village Welcome signs.

14. Public Comment

- a. Maddalena Buffalino, 112 Woodoak Drive – Ms. Buffalino spoke to the Board regarding noise complaints regarding neighboring property Westbury Manor and provided the Board with a letter from residents of 7 homes in the surrounding area. Ms. Buffalino described base vibration from music and also discussed the lack of maintenance of trees on the property which were subsequently taken care of by the business owner. Mayor Cavallaro responded that the Westbury Manor has been in existence for 50 years and this explained that there is some expectation for noise in a commercial establishment and catering hall, but that the Village has issued summonses when appropriate. Mayor Cavallaro reported that he spoke with the owner, Jerry Scotto, who indicated steps he is taking for noise abatement including

- closing doors, insulating windows with plexiglass to serve as a buffer for the noise. Mayor Cavallaro stated we would continue to enforce the noise code.
- b. Chester McGibbon, 502 Alicia Drive, inquired whether there are any new tenants proposed for the Rite Aide on Post Avenue. Mayor Cavallaro responded that we have had several inquiries, but there is no tenant that we are aware of at the moment.
 - c. Beryl Nugent, of Rhododendron Drive, inquired at to the Village tax increase. Mayor Cavallaro responded that the total taxes increased by 1.25% which is under the state tax cap and an average of \$25 per average household depending on your assessed value which can fluctuate. There was an increase to the salaries in the union contract that was a larger percentage than that.
 - d. Chester McGibbon, 502 Alicia Drive, inquired about Levittown properties and zoning pertaining to maximum lot coverage. Attorney Vikse responded that the Village enacted a mini-mansion law 14 years ago. The Village of Westbury regulates residential scale to a certain percentage of total lot area.
 - e. Nancy Jarvis, 128 Woodoak Drive, thanked the Village Department of Public Works for taking care of the dead end of Bright Street.

On a motion duly seconded, the Meeting was adjourned at 8:15 p.m.

Submitted by: *Chrissy Kiernan*

Chrissy Kiernan, Village Clerk-Treasurer

Chapter 47

PROCUREMENT POLICY

[HISTORY: Adopted by the Board of Trustees of the Village of Westbury 12-19-1991. Amendments noted where applicable.]

§ 47-1. Review of purchase types; competitive bidding; documentation.

- A. 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 not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to § 103 of the General Municipal Law:
- (1) The amounts designated under General Municipal Law § 103 for purchase contracts and public works contracts or any subsequently enacted section relating to such amounts for purchase contracts and public works contracts. **[Amended 10-2-2014 by L.L. No. 13-2014]**
 - (2) Emergency purchases.
 - (3) Certain municipal hospital purchases.
 - (4) Goods purchased from agencies for the blind or severely handicapped.
 - (5) Goods purchased from correctional institutions.
 - (6) Purchases under state and county contracts.
 - (7) Surplus and secondhand purchases from another governmental entity.
- B. The decision that a purchase is not subject to competitive bidding will be documented, in writing, by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

§ 47-2. Requests for proposals; exceptions.

All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

- A. The amounts designated under General Municipal Law § 103 for purchase contracts and public works contracts or any subsequently enacted section relating to such amounts for purchase contracts and public works contracts. **[Amended 10-2-2014 by L.L. No. 13-2014]**

- B. Goods purchased from agencies for the blind or severely handicapped pursuant to § 175-b of the State Finance Law;¹
- C. Goods purchased from correctional institutions pursuant to § 186 of the Correction Law;
- D. Purchases under state contracts pursuant to § 104 of the General Municipal Law;
- E. Purchases under county contracts pursuant to § 103, Subdivision 3, of the General Municipal Law; or
- F. Purchases pursuant to § 47-6 of this policy.

§ 47-3. Method of purchase.

- A. The following method of purchase will be used when required by this policy in order to achieve the highest savings: [Amended 10-2-2014 by L.L. No. 13-2014]

Estimated Amount of Purchase Contract Per Year

Amounts less than \$500
\$500 to \$2,999

\$3,000 to \$5,999

\$6,000 to the amount designated under General Municipal Law § 103 for purchase contracts or any subsequently enacted section relating to such amount

The amount designated under General Municipal Law § 103 for purchase contracts or any subsequently enacted section relating to such amount

Method

At the discretion of the Village Clerk

Documented verbal quotes from at least 2 vendors

Formal written/fax quotations from at least 2 vendors

Formal written/fax quotations from 3 vendors or response to a written request for proposal (RFP) from 3 vendors

Sealed bids in conformance with General Municipal Law § 103

Estimated Amount of Public Works Contract Per Year

Amounts less than \$500

\$500 to \$2,999

\$3,000 to \$4,999

\$5,000 to the amount designated under General Municipal § 103 for public works contracts or any subsequently enacted section relating to such amount

Method

At the discretion of the Superintendent of Public Works

Documented verbal quotes from at least 2 vendors

Formal written/fax quotations from at least 2 vendors

Formal written/fax quotations from 3 vendors or response to a written request for proposal (RFP) from 3 vendors

1. Editor's Note: Section 175-b of the State Finance Law was repealed by L.1995, c. 83, effective April 1, 1995.

**Estimated Amount of Public Works
Contract Per Year**

Method

The amount designated under General Municipal Law § 103 for public works contracts or any subsequently enacted section relating to such amount

Sealed bids in conformance with General Municipal Law § 103

- B. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

§ 47-4. Documentation required.

Documentation is required of each action taken in connection with each procurement.

§ 47-5. Awarding of contracts. [Amended 10-2-2014 by L.L. No. 13-2014]

- A. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances. Under no circumstances can a quote that exceeds the bid limit be awarded.
- B. A contract can be awarded to the bidder who offered the best value, as that term is defined under § 163 of the State Finance Law.

§ 47-6. Exemptions from solicitation.

Pursuant to General Municipal Law § 104-b, Subdivision 2f, the procurement policy may contain 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 municipality. In the following circumstances it may not be in the best interest of the Village of Westbury to solicit quotations or document the basis for not accepting the lowest bid:

- A. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category the Board of Trustees shall take into consideration the following guidelines:
- (1) Whether the services are subject to state licensing or testing requirements;
 - (2) Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and

- (3) Whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing or prepackaged software.
- B. Emergency purchases pursuant to § 103, Subdivision 4, of the General Municipal Law. Due to the nature of this exception, the goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- C. Purchases of surplus and secondhand goods. If alternate proposals are required, the village is precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product.
- D. Goods or services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism. **[Amended 10-2-2014 by L.L. No. 13-2014]**

§ 47-7. Annual review. [Amended 10-2-2014 by L.L. No. 13-2014]

This policy shall go into effect upon filing with the Secretary of State and will be reviewed annually at the annual meeting of the Board of Trustees.



Nassau County Interim Finance Authority

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

1. Vendor: Inc Village of Westbury

2. Amount requiring NIFA approval: \$150,075.00

Amount to be encumbered: \$150,075.00

Slip Type: New

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

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

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

3. Contract Term: to 5 years from execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

X

Grant Fund (GRT)

Other

Federal %

0

State %

0

County %

100

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

No

If not, will it require a future borrowing?

Yes

Has the County Legislature approved the borrowing?

Yes

Has NIFA approved the borrowing for this contract?

Yes

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

The County will provide \$150,075 in Capital Funds to the Village of Westbury for upgrades to the Village's Community Center and Recreation Complex.

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

07/10/2026

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: Inc. Village of Westbury

Address: 235 Lincoln Place

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

Country: US

2. Entity's Vendor Identification Number: 116002141

3. Type of Business: Public Corp (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):

1 File(s) uploaded: Vendor Disclosure Form- Trustees.docx

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

If none, explain.

None- municipality.

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

None.

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

Are there lobbyists involved in this matter?
YES [] NO [X]

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

235 Lincoln Place

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Anna Vikse [AVIKSE@VILLAGEOFWESTBURY.ORG]

Dated: 03/04/2026 11:10:47 am

Title: Village Attorney

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.

**NAMES AND ADDRESSES OF PRINCIPALS
(INDIVIDUALS SERVING ON THE BOARD OF TRUSTEES)
OF THE INCORPORATED VILLAGE OF WESTBURY**

Mayor Peter I. Cavallaro, 84 Oriole Way, Westbury, NY 11590

Trustee Steven L. Corte, 44 Elm Street, Westbury, NY 11590

Trustee Beaumont A. Jefferson, 618 Nelson Place, Westbury, NY 11590

Trustee Vincent Abbatiello, 78 McKinley Avenue, Westbury, NY 11590

Trustee Pedro Quintanilla, 57 Chestnut St., Westbury, NY 11590