INCORPORATED VILLAGE OF BAYVILLE

REGULAR MEETING
NOVEMBER 28, 2022

- Pledge of Allegiance
- Warrants and Claims
- Budget Transfers
- Prior Meeting Minutes – amend Resolution 2022-185
- Alessio – repairs annual contract
- Holiday & Meeting Schedule for 2023
- BECC appointment
- Dejana Truck & Utility Equip. Co. Inc.
- Parking license agreement
- Appointment of Historian

REGULAR MEETING
OCTOBER 24, 2022

2022-181 Board approves warrants and claims

2022-182 Board accepts prior meeting minutes

2022-183 Board approves proposal from Bridge Marine to remove and reinstall in spring floats and docks at Creek Beach and West Harbor Beach

2022-184 Board approves proposal from Pinnacle Pump & Tank to replace the Omntec alarm Panel for aboveground heating oil storage tank in Museum basement

2022-185 Board approves proposal from BlackHawk Surveillance to install video security Cameras at all water system infrastructure facilities

2022-186 Board approves annual power maintenance agreement from GenServe for the Periodic maintenance service of the emergency power generators at Plant No. 1-1 And Plant No. 1-3 water system facilities

2022-187 Board approves request of St. Gertrude's Preschool to use West Harbor Beach For their end-of-year picnic May 30, 2023

2022-188 Board approves the proposal from Dejana Truck and Utility Equipment to install Snowplow and accessories on the 2022 Ford F150 Water Dept. truck

2022-189 Board closes meeting at 6:39PM

REVENUE ENTERPRISE				
	21/23	5A	$	2,113.49
TOTAL REVENUE ENTERPRISE			**$**	**2,113.49**
CAPITAL				
	27/28	5A	$	48,742.67
TOTAL CAPITAL			**$**	**48,742.67**
COMMUNITY DEVELOPMENT				
TOTAL COMMTY DEVELOP				
GRAND TOTAL			**$**	**910,528.91**

Seconded by: Trustee Nigro
Poll of the Board: Trustee Walsh, aye, Trustee Nigro, aye, Trustee De Natale, aye, Trustee Valsecchi, aye, Mayor Minicozzi, aye

RESOLUTION 2022-181

Trustee Valsecchi moved BE IT RESOLVED to accept the prior meeting's minutes as presented.
Seconded by: Trustee De Natale
Poll of the Board: Trustee Walsh, aye, Trustee Nigro, aye, Trustee De Natale, aye, Trustee Valsecchi, aye, Mayor Minicozzi, aye

RESOLUTION 2022-182

Trustee De Natale moved BE IT RESOLVED to approve the proposal from Bridge Marine to remove all docks and two gangways at West Harbor, all fishing floats, #2 Finger and four additional fingers at Creek Beach for the Fall of 2022 for a total cost of $4,900.00, and to reinstall all docks and two gangways at West Harbor, all fishing floats, #2 Finger and four additional fingers at Creek Beach for the Spring of 2023 for a total cost of $4,900.00. The grand total cost of the proposal is $9,800.00.
Seconded by: Trustee Nigro
Poll of the Board: Trustee Walsh, aye, Trustee Nigro, aye, Trustee De Natale, aye, Trustee Valsecchi, aye, Mayor Minicozzi, aye

RESOLUTION 2022-183

Trustee Valsecchi moved BE IT RESOLVED to approve the proposal from Pinnacle Pump & Tank to replace the Omntec alarm panel in the Museum basement for the aboveground heating oil storage tank located outside on the north side of the Museum building for a total cost of $2,735.00.
Seconded by: Trustee De Natale
Poll of the Board: Trustee Walsh, aye, Trustee Nigro, aye, Trustee De Natale, aye, Trustee Valsecchi, aye, Mayor Minicozzi, aye

RESOLUTION 2022-184

Trustee Valsecchi moved BE IT RESOLVED to approve the proposal from BlackHawk Surveillance to install video security cameras at all water system infrastructure facilities for a total cost not to exceed $14,195.00; said facilities are Plant No. 2-1 West Harbor Drive, Plant No 1-1 at water tower on School Street, and Plant No. 1-3 on Godfrey Avenue. Installation of video security cameras was strongly recommended by Nassau County Department of Health in its 2020 Sanitary Survey. And, BE IT FURTHER RESOLVED, the following budget transfer for said proposal is hereby made: $10,000.00 to be transferred from account F.8340.0402 – Distribution – Hydrants and Parts to F.8310.0411 – Administration – Alarm System.
Seconded by: Trustee Nigro
Poll of the Board: Trustee Walsh, aye, Trustee Nigro, aye, Trustee De Natale, aye, Trustee Valsecchi, aye, Mayor Minicozzi, aye

RESOLUTION 2022-185

Subject to Approval

Trustee _____ moved BE IT RESOLVED to award the third year of the publicly bid contract for installation and emergency repairs for water mains and appurtenances for an amount not to exceed $209,897.00 to Alessio Pipe & Construction, Inc.
Seconded by: Trustee Santoro
Poll of the Board:

RESOLUTION 2022-

Entire Contract + Bonds/Insurance in Vault

SECTION 004116 – PROPOSAL

H2M

INSTALLATION AND EMERGENCY REPAIRS FOR WATER MAINS AND APPURTENANCES
H2M PROJECT NO.: BAYV2050

INC. VILLAGE OF BAYVILLE
NASSAU COUNTY, NEW YORK
BID DATE: NOVEMBER 12, 2020

A. Labor Price Schedule:

Resol 2020-159 11/23/2020

Resol. 2021-209 12/13/2021

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Total	Price Per Unit	Total
1A	Basic minimum mobilization charge. Lump sum per emergency repair/ maintenance call.	2 ea.	$1,150	$2,300	$1,150	$2,300	$1,200	$2,400
2A	Mechanical Foreman - Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	16 hrs.	$125	$2,000	$128	$2,048	$134	$2,144
3A	Mechanical Foreman - Overtime hourly labor rate.	4 hrs.	$172	$688	$178	$712	$180	$720
4A	Mechanical Laborer - Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	16 hrs.	$125	$2,000	$128	$2,048	$134	$2,144
5A	Mechanical Laborer - Overtime hourly labor rate.	4 hrs.	$172	$688	$178	$712	$180	$720
6A	Equipment Operator - Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	16 hrs.	$162	$2592	$168	$2,688	$176	$2,816
7A	Equipment Operator - Overtime hourly labor rate.	4 hrs.	$282	$1,128	$292	$1,168	$298	$1,192
8A	Truck Driver - Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	16 hrs.	$125	$2,000	$128	$2,048	$134	$2,144
9A	Truck Driver - Overtime hourly labor rate.	4 hrs.	$172	$688	$178	$712	$180	$720
10A	Flag Person - Straight time hourly labor rate (7:30AM to 4:30PM Weekdays).	16 hrs.	$97	$1,552	$102	$1,632	$104	$1,664
11A	Flag Person - Overtime hourly labor rate.	4 hrs.	$146	$584	$150	$600	$152	$608
	(Items 1A-11A) A. Subtotal:	----	-----	$16,220	-----	$16,668	-----	$17,272

(Note: attach appropriate rate schedule if your company utilizes more than one labor rate classification. In addition, provide additional equipment, material and / or service charge schedules as necessary).

Crew size shall be based upon the minimum manpower effort necessary to complete the work. Should either the Village or the Engineer deem that the crew size is excessive for the work the Contractor will be

notified immediately and shall make no charge to the Village for the excessive effort. The minimum crew shall consist of a mechanic or foreman and a laborer.

B. Equipment: Do not include any manpower effort in Section B. Unit prices for equipment shall include overhead & profit.

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Total	Price Per Unit	Total
1B	Utility truck & tools - hourly rate	16 hrs.	$ 140	$ 2,240	$ 145	$2,320	$ 150	$2,400
2B	Backhoe - hourly rate	16 hrs.	$ 140	$ 2,240	$ 145	$2,320	$ 150	$2,400
3B	Large cutting wheel/machine - hourly rate	16 hrs.	$ 10	$ 160	$ 10	$ 160	$ 10	$ 160
4B	Compressor - hourly rate	2 days	$56.25	$ 900	$ 60	$ 960	$ 70	$ 1,120
5B	Dump truck - hourly rate	16 hrs.	$ 130	$ 2,080	$ 135	$ 2,160	$ 140	$ 2,240
6B	Traffic control arrow board - hourly rate	2 days	$12.50	$ 200	$ 15	$ 240	$ 15	$ 240
7B	Continuous pumping of water in trench - hourly rate	16 hrs.	$ 20	$ 320	$ 25	$ 400	$ 25	$ 400
8B	Lighting for night work – hourly rate	16 hrs.	$ 10	$ 160	$ 10	$ 160	$ 10	$ 160
	(Items 1B-8B) **B. Subtotal:**	----	-----	$8,300	-----	$8,720	-----	$9,120

INSTALLATION AND EMERGENCY REPAIRS FOR
WATER MAINS AND APPURTENANCES
H2M PROJECT NO.: BAYV2050

INC. VILLAGE OF BAYVILLE
NASSAU COUNTY, NEW YORK
BID DATE: NOVEMBER 12, 2020

C. Miscellaneous Tasks *(Furnished and Installed, as needed)*:

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Price Per Unit	Total	Price Per Unit
1C-a	Hydrant Replacement (5 ft. bury) - unit price (◆)	2 ea.	$7,000	$14,000	$7,200	$14,400	$7,600	$15,200
1C-b	Hydrant Replacement w/ new branch valve (5 ft. bury) - unit price (◆)	2 ea.	$8,800	$17,600	$8,900	$17,800	$9,200	$18,400
1C-c	Relocate existing hydrant, hydrant valve and branch (◆)	1 ea.	$3,700	$3,700	$3,700	$3,700	$3,700	$3,700
2C-a	Cut-in on existing 6 inch water main – unit price (◆◆)	2 ea.	$2,300	$4,600	$2,300	$4,600	$2,300	$4,600
2C-b	Cut-in on existing 8 inch water main – unit price (◆◆)	2 ea.	$2,300	$4,600	$2,300	$4,600	$2,300	$4,600
2C-c	Cut-in on existing 10 inch water main - unit price (◆◆)	1 ea.	$2,700	$2,700	$2,700	$2,700	$2,700	$2,700
2C-d	Cut-in on existing 12 inch water main- unit price (◆◆)	1 ea.	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800
2C-e	Cut-in on existing 16 inch water main– unit price (◆◆)	1 ea.	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800
3C	Saw Cutting Pavement - per linear foot.	30 lf	$ 24	$ 720	$ 26	$ 780	$ 29	$ 870
4C-a	Repaving Village roads & driveways (All bituminous macadam surfaces)	500 sf	$ 20	$10,000	$ 22	$11,000	$ 23	$11,500
4C-b	Repaving Village roads & driveways (All cement concrete sidewalks & driveway aprons)	500 sf	$ 18	$9,000	$ 18	$9,000	$ 18	$9,000
4C-c	Repaving Village roads & driveways (All cement concrete curbs & curb cuts)	500 sf	$ 1	$ 500	$ 1	$ 500	$ 1	$ 500
5C-a	Repaving County roads & driveways (bituminous macadam surfaces)	500 sf	$ 26	$13,000	$ 28	$14,000	$ 29	$14,500
5C-b	Repaving County roads & driveways (All cement concrete sidewalks & driveway aprons)	500 sf	$24	$ 12,000	$ 24	$12,000	$24	$12,000

(◆) - Include labor, equipment and materials for complete installation.

(◆◆) - Include labor and equipment to complete the item including excavation and backfilling.

INSTALLATION AND EMERGENCY REPAIRS FOR
WATER MAINS AND APPURTENANCES
H2M PROJECT NO.: BAYV2050

INC. VILLAGE OF BAYVILLE
NASSAU COUNTY, NEW YORK
BID DATE: NOVEMBER 12, 2020

C. Miscellaneous Tasks (cont'd.):

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Price Per Unit	Total	Price Per Unit
5C-c	Repaving County roads & driveways (All cement concrete curbs & curb cuts)	500 sf	$ 1	$ 500	$ 1	$ 500	$ 1	$ 500
6C-a	Restoring lawn areas along right-of-ways (with seed, topsoil & conditioners)	1,000 sf	$ 0.25	$ 250	$ 0.25	$ 250	$ 0.25	$ 250
6C-b	Restoring lawn areas along right-of-ways(with grass sod, topsoil and conditioners)	1,000 sf	$ 0.25	$ 250	$ 0.25	$ 250	$ 0.25	$ 250
7C	Furnishing & installing 2" blow-offs and valves & covers on Village and County roads, as approved by the Engineer	2 ea.	$ 900	$ 1,800	$ 900	$ 1,800	$ 1,000	$ 2,000
	(Items 1C-a – 9C) C. Subtotal:	----	-----	$100,820	-----	$103,480	-----	$106,170

INSTALLATION AND EMERGENCY REPAIRS FOR
WATER MAINS AND APPURTENANCES
H2M PROJECT NO.: BAYV2050

INC. VILLAGE OF BAYVILLE
NASSAU COUNTY, NEW YORK
BID DATE: NOVEMBER 12, 2020

D. Materials and Parts *(Furnished)*:

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Price Per Unit	Total	Price Per Unit
1D-a	6 inch CLDI push-on joint pipe	100 lf	$ 22	$2,200	$ 23	$2,300	$23	$2,300
1D-b	8 inch CLDI push-on joint pipe	100 lf	$ 30	$3,000	$ 31	$3,100	$ 31	$3,100
1D-c	10 inch CLDI push-on joint pipe	100 lf	$ 32	$ 3,200	$ 33	$ 3,300	$ 33	$3,300
1D-d	12 inch CLDI push-on joint pipe	100 lf	$ 34	$ 3,400	$ 35	$ 3,500	$ 35	$3,500
1D-e	16 inch CLDI push-on joint pipe	100 lf	$ 42	$ 4,200	$ 42	$4,200	$ 42	$4,200
2D-a	6 inch resilient wedge gate valve (MJ) and box	1 ea.	$ 750	$750	$ 800	$ 800	$800	$ 800
2D-b	8 inch resilient wedge gate valve (MJ) and box	1 ea.	$1,000	$1,000	$1,100	$ 1,100	$1,100	$1,100
2D-c	10 inch resilient wedge gate valve (MJ) and box	1 ea.	$1,210	$1,210	$1,210	$1,210	$1,210	$1,210
2D-d	12 inch resilient wedge gate valve (MJ) and box	1 ea.	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700
2D-e	16 inch butterfly valve (MJ) and box	1 ea.	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
3D	Cement-lined ductile iron special castings (MJ)	1,000 lbs.	$ 2.50	$2,500	$ 2.50	$ 2,500	$ 2.50	$2,500
4D-a	Eddy hydrant – (4-1/2 ft. bury)	1 ea.	$2,400	$2,400	$ 2,400	$2,400	$2,400	$2,400
4D-b	Eddy hydrant – (5 ft. bury)	1 ea.	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600
5D-a	Chlorination of water mains and appurtenances	500 lf	$ 0.25	$ 125	$ 0.25	$ 125	$ 0.25	$ 125
6D-a	Trench compaction by water jetting	500 lf	$ 0.25	$ 125	$ 0.25	$ 125	$ 0.25	$ 125
6D-b	Trench compaction by mechanical tamping	500 lf	$0.25	$ 125	$ 0.25	$ 125	$ 0.25	$ 125
	(Items 1D-a to 6D-b) D. **Subtotal:**	----	-----	$30,535	-----	$31,085	-----	$31,085

Note:

- The price of retainer glands, bolts, rods & associated hardware shall be included in the bid price for valves and fittings with MJ connections.
- Labor to install items under this section will be paid under Section A. Labor Price Schedule.

E. Yearly Hydrant Replacement Program

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Price Per Unit	Total	Price Per Unit
1E	Cost of replacing one (1) hydrant assembly*, as chosen by the Village (minimum work order 5 hydrants per year)	5 ea.	$8,650	$43,250	$8,800	$44,000	$9,100	$45,500
	(Items 1E to 3E) E. Subtotal:	----	-----	$43,250	-----	$44,000	-----	$45,500

Note:

* - Work shall include total cost of labor and materials required to install one (1) hydrant, one (1) 6" resilient seat valve, 5' of 6" CLDI piping, and connection to existing piping.

- Cost associated with any additional 6" CLDI pipe over the included 5' and with any required restoration shall be paid according to their respective line items in this contract.
- Under the Hydrant Replacement Program, the Village will specify five (5) hydrants in the Village's distribution system to be replaced per year. The Contractor shall replace hydrants within a time frame to be determined by the Village.

F. Performance Bond *(Based upon the estimated total sum of sections A, B, C, D & E)*:

Item No.	Description	Number of Units	Jan. 1, 2021 through Dec. 31, 2021		Jan. 1, 2022 through Dec. 31, 2022		Jan. 1, 2023 through Dec. 31, 2023	
			Price Per Unit	Total	Price Per Unit	Total	Total	Price Per Unit
1F	Performance Bond (not to exceed $750.00)	----	$750	$750	$750	$750	$750	$750
	(Items 1F) F. Subtotal:	----	-----	$750	-----	$750	-----	$750
	Total (Sum of all items under Sections A, B, C, D, E & F):	-----	$199,875.00		$204,703.00		$209,897.00	
	Total Bid Comparison Price in Words for Jan. 1, 2021 through Dec. 31, 2021:	ONE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE 00/XX Dollars						
	Total Bid Comparison Price in Words for Jan. 1, 2022 through Dec. 31, 2022:	TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED THREE 00/XX Dollars						
	Total Bid Comparison Price in Words for Jan. 1, 2023 through Dec. 31, 2023:	TWO HUNDRED NINE THOUSAND EIGHT HUNDRED NINETY SEVEN 00/XX Dollars						

VILLAGE OF BAYVILLE
MEETING & HOLIDAY SCHEDULE 2023

DAY	DATE	HOLIDAY
Sunday	January 1	New Year's Day
Monday	January 2	New Year's Day (Observed)
Monday	January 16	Martin Luther King Jr. Day
Monday	February 20	Presidents Day
Monday	May 29	Memorial Day
Tuesday	July 4	Independence Day
Monday	September 4	Labor Day
Monday	October 9	Columbus Day
Friday	November 10	Veterans Day (Observed)
Saturday	November 11	Veterans Day
Thursday & Friday	November 23 & 24	Thanksgiving
Friday 1/2 Day	December 22	Christmas Eve (Observed)
Monday	December 25	Christmas Day
Friday 1/2 Day	December 29	New Year's Eve (Observed)

MEETINGS AND COURT ARE HELD AT:
BAYVILLE VILLAGE HALL, 34 SCHOOL ST., BAYVILLE, NY 11709

VILLAGE BOARD MEETING SCHEDULE 2023
Meetings start at 6:30 PM

January 23	July 3 & 24
February 27	August 28
March 27	September 25
April 24	October 23
May 22	November 27
June 26	December 18

TAX SALE – TUESDAY, JULY 25, 2023

2023 Planning Board Meeting Schedule – Second Tuesday of the Month at 7:30pm

2023 Committee of Architectural Review Meeting Schedule - Third Tuesday of the Month at 7:00pm*

*Applications must be submitted by first week of the month to be reviewed at that month's CAR meeting. No more than five applications per meeting.

2023 Zoning Board of Appeals Meeting Schedule – Last Wednesday of the Month at 7:30pm

DEJANA
Truck and Utility Equipment

QUOTE

Est. CELEBRATING OVER 50 YEARS OF SERVICE 1957

QUOTE #	WRI000710
DATE	10/31/2022

New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

BILL TO:
INCORPORATED VILLAGE OF BAYVILLE
GIUSEPPE SICURANZA
34 SCHOOL STREET
CASH OR CREDIT CARD ONLY
BAYVILLE NY 11709

Phone: 516-628-1439 EXT 126
Fax:
Email: GSICURANZA@BAYVILLENY.GOV

SHIP TO:
INCORPORATED VILLAGE OF BAYVILLE
GIUSEPPE SICURANZA
34 SCHOOL STREET
CASH OR CREDIT CARD ONLY
BAYVILLE NY 11709

Phone: 516-628-1439 EXT 126
Fax:

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
WILLIAM RIVAS		No	11/30/2022

MAKE:	CHEVROLET	MODEL:	SILVERADO 2500	YEAR:	2019	SRW/DRW:	SRW
CAB TO AXLE:	42.0	WHEELBASE:	144.0	VIN:			
STOCK/ORDER NUMBER:				TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:	591		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY AND INSTALL WESTERN 7' 1.5 CU YD TORNADO HOPPER SPREADER ADJUSTABLE CHUTE		
1	MUNICIPAL PRICING USED		
1	CUSTOMER PICKUP AT OUR LOCATION		

SUBTOTAL	$5,145.00
DISCOUNT	$0.00
SALES TAX	$0.00
TOTAL	$5,145.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

- IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...
Quote #**WRI000710**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis ☐	Dealer Chassis ☐	Dealer Drop Ship Chassis ☐			
Make _____	Model _____	Color _____			
Stock # _____	Factory Order # _____	VIN _____			
Year_____	Ready for Pickup (if dealer chassis)	Yes ☐	No ☐		

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- **PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM**
- **OR FAX BACK TO 631-544-3501**
- **Labor and installation are included in all pricing.**
- Quoted price does not include any applicable taxes.
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- A deposit may be required for orders with non-stock bodies
- To our valued customers with an account: invoice amount is for cash, check or ach payment. An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.

Notes:

INCORPORATED VILLAGE OF BAYVILLE, NEW YORK

and

CONNECTICUT WATCH LLC D/B/A WALL'S WHARF

PARKING LICENSE AGREEMENT

Dated as of April 1, 2023

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (hereinafter this "**License Agreement**"), dated as of the 26th day of March, 2023 (the "**Effective Date**"), by and among the **INCORPORATED VILLAGE OF BAYVILLE, NEW YORK**, a municipal corporation of the State of New York having its principal office at 34 School Street, Bayville, New York 11709 (the "**Village**"), and **CONNECTICUT WATCH LLC, D/B/A WALL'S WHARF**, a New York limited liability company, having its principal place of business at 25 Beechwood Drive, Glen Head, New York 11545 (the "**Company**").

W I T N E S S E T H:

WHEREAS, the Village is the fee title owner of that certain vacant, unimproved parcel of land located 357 Bayville Avenue, Bayville, New York, S/B/L 28/13/29 **(the "Licensed Premises"); and**

WHEREAS, Company operates a food and beverage establishment known as Wall's Wharf located at 18 Greenwich Avenue, Bayville, New York (the "**Company Establishment**");

WHEREAS, in an effort to secure access to such additional parking spaces, the Company has asked the Village to make available to the Company use of the Licensed Premises for purposes of providing ten (10) parking spaces for use by the Company in connection with the operation of the Company Establishment.

WHEREAS, the Village is willing to grant the Company such access and use of the Licensed Premises for such purposes pursuant to a license on the terms, covenants and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant and as follows:

REPRESENTATIONS AND COVENANTS

Section 1.1. Representations and Covenants of the Village.

The Village makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Village has the power to enter into the transaction contemplated by this License Agreement and to carry out its obligations hereunder.

(b) The Village has been duly authorized to execute and deliver this License Agreement.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly formed and validly existing under the laws of the State of New York, has the authority to enter into this License Agreement and has duly authorized the execution and delivery of this License Agreement.

(b) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The use, operation and/or occupancy of the Licensed Premises pursuant to this License Agreement will conform with all applicable laws, rules, regulations and requirements of governmental and/or quasi-governmental authorities having jurisdiction over the Licensed Premises (including without limitation, all applicable zoning, planning, building and environmental laws, rules, regulations and requirements), and the Company shall defend, indemnify and hold the Village and their respective officers, employees, agents (other than the Company), representatives, successors, and assigns harmless from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) resulting from any failure by the Company to comply with the provisions of this subsection (c). The provisions of this subsection (c) shall survive the expiration or termination of this License Agreement.

(d) Without limiting the provisions of subsection (c) hereof, the Company covenants that its use, operation and/or occupancy of the Licensed Premises will comply in all respects with all environmental laws, rules, regulations and requirements, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Licensed Premises except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Licensed Premises or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Licensed Premises, and (iv) that no underground storage tanks will be located on the Licensed Premises. The Company, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Village in writing with full details regarding the same. The Company hereby releases the Village from and against any and all liabilities, costs, damages, judgments, awards and/or expenses with respect to, and agrees to defend, indemnify, and hold harmless the Village and their respective officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the

representations contained in this Section.

ARTICLE II
LICENSING CLAUSES AND LICENSING FEE PROVISIONS

Section 2.1. License to Use and Occupy Licensed Premises.

The Village hereby grants to the Company a revocable license to use and occupy the Licensed Premises solely for the purposes of providing ten (10) parking spaces for use only by (i) the Company in connection with the operation of the Company Establishment. The license granted pursuant to this License Agreement does not constitute, and is not to be construed as in any way granting to the Company any leasehold or any other real property right, title and/or interest of any kind or character whatsoever (legal or equitable) in and/or to the Licensed Premises and/or any portion thereof, it being intended that this License Agreement merely grants to the Company this license to enter upon, use and occupy the Licensed Premises during the "License Term" (as hereinafter defined) in accordance with the terms and conditions hereof.

Section 2.2. Duration of License.

(a) The license granted by the Village to the Company pursuant to this License Agreement to use and occupy the Licensed Premises is and shall, absent a default by the Company, remain in effect in accordance with the terms hereof from April 1st 2023 to March 31st, 2028 (the "**License Term**").

(b) Prior to the license term, the Company shall install at the Company's sole expense, a 6 foot high white PVC fence (no gate) surrounding the licensed premise from public access from Soundside Beach, at a location mutually agreed upon by the Village and the Company. The Company shall also install steel bollards or any other safety devices necessary to protect the fence and playground area at the Company's sole expense

(c) At the end of the License Term with respect to all or any portion of the Licensed Premises, the Company shall (i) vacate the Licensed Premises, and (ii) deliver the Licensed Premises to the Village in its original vacant condition, order and repair as of the Effective Date.

Section 2.3. License Fee and Other Consideration. The financial obligations of the Company for the Facility during the License Term shall be as follows:

(a) The Company shall pay the Village the sum of five hundred Dollars ($500.00) per month.

ARTICLE III
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 3.1. Insurance Required.

The Company acknowledges and warrants that its shall maintain and its own costs and expenses insurance policies related to the Licensed Premises in accordance with the Insurance

Requirements annexed hereto as Exhibit "A".

ARTICLE IV
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1. Damage or Destruction.

If the Licensed Premises shall be damaged or destroyed (in whole or in part) at any time during the term of this License Agreement:

(a) the Village shall have no obligation to replace, repair, rebuild or restore the Licensed Premises;

(b) this License Agreement shall automatically terminate and be of no further force or effect, excepting, however, those provisions which expressly survive the expiration or sooner termination or revocation of this License Agreement; and

(c) the entire net proceeds of all insurance required by Section 4.3(a) shall be the property of the Company.

ARTICLE V
SPECIAL COVENANTS

Section 5.1. No Warranty of Condition or Suitability by the Village.

THE VILLAGE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE LICENSED PREMISES OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS. The Company hereby accepts the Licensed Premises in its current "AS IS" "WHERE IS" "WITH ALL FAULTS" condition and acknowledges that there have been no representations or warranties, express or implied, made by or on behalf of the Town with respect to the Licensed Premises, or with respect to the suitability of the Licensed Premises for the conduct of the Company's business.

Section 5.2. Hold Harmless Provisions.

The Company hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify, defend and hold the Village and its officers, officials, agents and employees, and their respective successors, assigns, heirs, distributees and/or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Licensed Premises or this License Agreement or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Licensed Premises or (ii) liability arising from or expense incurred by the Village's owning and licensing of the Licensed Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply

notwithstanding the fault or negligence on the part of the Village, or any of its officers, officials, agents and/or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

Section 5.3. Right to Inspect the Licensed Premises.

The Village and its invitees, guests and duly authorized agents shall have the right at all reasonable times and upon reasonable notice to enter upon the Licensed Premises (including, without limitation, for the purposes of preparing the same for sale, lease or other disposition and/or showing the same to prospective brokers, agents, bidders, purchasers and/or lessees) and/or to inspect the Licensed Premises (including, without limitation, conducting, or causing to be conducted, tests, drillings, samplings and/or audits of the Licensed Premises provided that the Town undertake all commercially reasonable efforts to minimize any disruption to the Company's use of the Licensed Premises pursuant to this License Agreement).

Section 5.4. Agreement to Provide Information.

The Company agrees, whenever requested by the Village, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Licensed Premises and other topics necessary to enable the Village to make any report required by law or governmental regulation.

Section 5.5. Discharge of Liens and Encumbrances.

The Company shall not permit or create or suffer to be permitted or created any security interest, pledge, assignment, judgment or lien upon the Licensed Premises, any part thereof and/or any interest therein, voluntary or involuntary, including, without limitation, by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Licensed Premises or any part thereof.

ARTICLE VI
REMEDIES

Section 6.1. Remedies.

Whenever the Company shall fail or refuse to comply with any of the provisions of this License Agreement, then, in addition to its right at any time to revoke this License Agreement and the license herein provided as hereinbefore set forth, the Village may take, to the extent permitted by law, any action or proceeding at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this License Agreement.

Section 6.2. Remedies Cumulative.

No remedy herein conferred upon or reserved to the Village is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this License Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.3. Agreement to Pay Attorneys' Fees and Expenses.

In the event the Company should default under any of the provisions of this License Agreement and the Village should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Village, the reasonable fees of such attorneys and such other expenses so incurred.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Notices.

Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or reputable courier (including Federal Express and other such services) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

To the Village: Incorporated Village of Bayville
34 School Street
Bayville, New York 11709
Attention: Maria Alfano-Hardy, Village Clerk

With a Copy to: Humes & Wagner, LLP
147 Forest Avenue
Locust Valley, New York 11560
Attention: Peter M. Weiler, Esq.

To the Company: Connecticut Watch LLC
d/b/a Wall's Wharf
25 Beechwood Drive
Glen Head, New York 11545

Section 7.2. Binding Effect.

This License Agreement shall inure to the benefit of and shall be binding upon the Village, the Company and their respective successors and assigns.

Section 7.3. Severability.

In the event any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4. Amendments, Changes and Modifications.

This License Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 7.5. Execution of Counterparts.

This License Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Applicable Law.

This License Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

Section 7.7. Section Headings Not Controlling.

The headings of the several sections in this License Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this License Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Parking License Agreement]

IN WITNESS WHEREOF, the Village and the Company have caused this Parking License Agreement to be executed in their respective names, all as of the date first above written.

INC. VILLAGE OF BAYVILLE, NEW YORK

By: _____
Name: Steve Minicozzi
Title: Mayor

CONNECTICUT WATCH LLC
D/B/A WALL'S WHARF

By: _____
Name: William P. Reinhardt
Title: Owner

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

On the ___ day of March in the year 2023, before me, the undersigned, personally appeared Steve Minicozzi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ___ day of March in the year 2023, before me, the undersigned, personally appeared William P. Reinhardt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

McKinney's Consolidated Laws of New York Annotated
Arts and Cultural Affairs Law (Refs & Annos)
Chapter 11-C. Of the Consolidated Laws (Refs & Annos)
Title U. Divisions of History and Public Records
Article 57. Divisions of History and Public Records

McKinney's Arts and Cultural Affairs Law § 57.07

§ 57.07. Local historian; appointment; maintenance of historical edifices

Currentness

David Rapelje

1. A local historian shall be appointed, as provided in this section, for each city, town or village, except that in a city of over one million inhabitants a local historian shall be appointed for each borough therein instead of for the city at large; and a county historian may be appointed for each county. Such historian shall be appointed as follows: For a city, by the mayor; for a borough, by the borough president; for a town, by the supervisor; for a village, by the mayor; for a county, by the board of supervisors. Such historian shall serve without compensation, unless the governing board of the city, town, village or county for or in which he or she was appointed or in the city of New York, the mayor, shall otherwise provide. In a city having a board of estimate, other than the city of New York, a resolution or ordinance establishing compensation or salary for such historian shall not take effect without the concurrence of such board. Each local government historian shall promote the establishment and improvement of programs for the management and preservation of local government records with enduring value for historical or other research; encourage the coordinated collection and preservation of nongovernmental historical records by libraries, historical societies, and other repositories; and carry out and actively encourage research in such records in order to add to the knowledge, understanding and appreciation of the community's history. The local authorities of the city, town, village or county for which such historian is appointed, may provide the historian with sufficient space in a safe, vault or other fire proof structure for the preservation of historical materials collected. Such local authorities and also the board of supervisors of each of the counties of the state are hereby authorized and empowered to appropriate, raise by tax and expend moneys for historical purposes within their several jurisdictions, including historical edifices, the erection of historical markers and monuments, the collection of war mementos, and, either alone or in cooperation with patriotic or historical organizations, the preparation and publication of local histories and records and the printing and issuing of other historical materials in aid of the work of the local historian.

2. Such local authorities and also the board of supervisors of each of the counties of the state are hereby authorized and empowered, in their discretion, to contract with the trustees of an historical association for the support of any or all historic edifices situated within the boundaries of such municipality; or may share the cost of maintaining the same as agreed with other municipal bodies; or may contract with the trustees of such historical associations to maintain said historic edifices for public use under such terms and conditions as may be stated in such contract. The amount agreed to be paid for such use under such contract shall be a charge upon the municipality and shall be paid in the same manner as other municipal charges, except in a city having a board of estimate, other than the city of New York, such contracts and any payments made thereunder shall be approved by such board of estimate. In the city of New York, such contracts and any payments thereunder shall be approved by the mayor.

3. Such local authorities are hereby authorized to establish and collect reasonable charges to defray the cost of searching for and reproducing copies of written or printed historical materials collected.

Credits

(Formerly § 57.13; L.1983, c. 876, § 1. Renumbered § 57.07, L.1987, c. 737, § 1. Amended L.1987, c. 737, § 2.)

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Editors' Notes

Relevant Additional Resources
Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Derivation

Education Law § 148, added L.1947, c. 820; amended L.1958, c. 45, § 1; L.1958, c. 698, § 1; L.1964, c. 576, § 24; and repealed by L.1983, c. 876, § 4.

Former Sections

A former § 57.07, added by L.1983, c. 876, § 1, which defined public records, was repealed by L.1987, c. 737, § 1, eff. Aug. 5, 1988.

Notes of Decisions containing your search terms (0)
View all 24

McKinney's Arts and Cultural Affairs Law § 57.07, NY ART & CULT AFF § 57.07
Current through L.2022, chapters 1 to 579. Some statute sections may be more current, see credits for details.

End of Document

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