

# **INCORPORATED VILLAGE OF BAYVILLE**

## **REGULAR MEETING** **SEPTEMBER 26, 2022**

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Prior Meeting Minutes
- ≈ Truck purchase – BFC#1
- ≈ New hire – Laborer
- ≈ Trucks – Water Dept
- ≈ Plow Equipment
- ≈ Building Inspector
- ≈ MEO – Part Time
- ≈ Trees
- ≈ Complaint Investigator
- ≈ CAR appointment
- ≈ Water Fees
- ≈ Application – Use of Facilities
- ≈ DASNY Grant
- ≈ H2M Proposal
- ≈ Fence Proposal
- ≈ Hotine Bros.

**PUBLIC HEARING**  
**6:45PM**  
**PROPOSED LOCAL LAW 2022-D**

TO:	MAYOR ROBERT DE NATALE AND THE BOARD OF TRUSTEES
FROM:	VILLAGE CLERK TREASURER
DATE:	SEPTEMBER 26, 2022
SUBJECT:	WARRANTS AND CLAIMS

BE IT RESOLVED that the following warrants and claims are hereby offered for approval by the Board of Trustees and BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized to make said payment.

FUND	CLAIM NO.	WARRANT	AMOUNT
<b>GENERAL</b>			
PAYROLL	8/24/2022	3I	\$ 41,201.75
	253	3J	\$ 3,141.24
PAYROLL	8/31/2022	3K	\$ 42,165.28
	254	3L	\$ 3,214.68
	255/263	3M	\$ 3,904.19
PAYROLL	9/7/2022	4A	\$ 37,480.87
	264	4B	\$ 2,857.57
PAYROLL	9/14/2022	4C	\$ 26,956.03
	265	4D	\$ 2,055.16
PAYROLL	9/21/2022	4E	\$ 25,580.10
	266	4F	\$ 1,950.23
	267/279	4G	\$ 91,964.38
	280/334	4H	\$ 151,150.51
<b>TOTAL GENERAL</b>			<b>\$ 433,621.99</b>
<b>WATER</b>			
PAYROLL	8/24/2022	3I	\$ 6,534.45
	61	3J	\$ 498.19
PAYROLL	8/31/2022	3K	\$ 6,795.40
	62	3L	\$ 518.09
	63	3M	\$ 190.74
PAYROLL	9/7/2022	4A	\$ 6,772.96
	64	4B	\$ 516.37
PAYROLL	9/14/2022	4C	\$ 6,451.68
	65	4D	\$ 491.88
PAYROLL	9/21/2022	4E	\$ 6,782.07
	66	4F	\$ 517.06
	67/71	4G	\$ 12,135.01
	72/80	4H	\$ 35,154.69
<b>TOTAL WATER</b>			<b>\$ 83,358.59</b>
<b>TRUST &amp; AGENCY</b>			
	78/82	3E	\$ 15,004.62
	83/87	3F	\$ 21,702.24
	88/91	4A	\$ 13,489.44
	92/96	4B	\$ 88,367.36
	97/100	4C	\$ 10,363.52
	101/103	4D	\$ 5,503.70
<b>TOTAL T &amp; A</b>			<b>\$ 154,430.88</b>
<b>REVENUE ENTERPRISE</b>			
	17/19	4A	\$ 1,982.82
	20	4B	\$ 2,607.50
<b>TOTAL REVENUE ENTERPRISE</b>			<b>\$ 4,590.32</b>
<b>CAPITAL</b>			
	26	4A	\$ 1,890.00
<b>TOTAL CAPITAL</b>			<b>\$ 1,890.00</b>
<b>COMMUNITY DEVELOPMENT</b>			
<b>TOTAL COMMITY DEVELOP</b>			
<b>GRAND TOTAL</b>			<b>\$ 677,891.78</b>

**REGULAR MEETING**  
**AUGUST 22, 2022**

2022-145 Board approves warrants and claims

2022-146 Board accepts prior meeting minutes

2022-147 Board accepts the resignation of John Murphy as Laborer

2022-148 Board accepts the proposal from Devito's Home Improvements and Design to Replace 13 windows at Village Hall.

2022-149 Board introduces Proposed Local Law 2022-D

2022-150 Board authorizes the Rehabilitation of Plant No. 1-3

2022-151 Board has completed a review of Project No. 1-3

2022-152 Board authorizes H2M to submit grant applications for NYS WIIA (NYS Water Infrastructure Improvement Act)

2022-153 Board increases the salary of Joe Borruso for his CDL license

2022-154 Board approves request of Mill River Rod and Gun Club to hold their Snapper Derby At West Harbor Beach.

2022-155 Board accepts the proposal from H2M to update the Emergency Response Plan and Vulnerability Assessment Plan

**PUBLIC HEARING**  
**PROPOSED LOCAL LAW 2022-C**

2022-156 Board closes the Public Hearing at 6:54PM

2022-157 Board declares itself Lead Agency for the SEQRA review of Proposed Local Law 2022-C

2022-158 Board determines that proposed Local Law 2022-C will not result in a significant adverse impact on the environment

2022-159 Board adopts proposed Local Law 2022-C as Local Law No. 3 of the Year 2022, a Local law to amend the Code3 of the Village of Bayville.

2022-160 Board closes Regular Meeting

## **Maria Alfano-Hardy**

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**From:** Steve Minicozzi  
**Sent:** Thursday, September 1, 2022 4:43 PM  
**To:** Maria Alfano-Hardy; Steve Minicozzi  
**Subject:** Old chiefs car

They want \$12k for it. They said book value is \$23k. You and I can talk about it tomorrow or next week

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Installment Purchase Contract dated as of February 26, 2021, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and Incorporated Village of Bayville, New York (Obligor)

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Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: National Auto Fleet Group

Equipment: Two (2) 2023 Ford F-150 XLT Super Crew Trucks with Weatherguard Crossover Glass Black Single Lid Toolboxes

Cost of Equipment: \$140,993.08

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

**Obligor will immediately notify Obligee if any of the information listed above is changed.**

# DEJANA

Truck and Utility Equipment



## QUOTE

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](http://WWW.DEJANA.COM)

QUOTE #	ANC000223-1
DATE	9/12/2022

**BILL TO:** CHRIS MONTELL  
CHRIS MONTELL  
34 SCHOOL ST.  
CASH OR CREDIT CARD ONLY  
BAYVILLE NY 11709

**Phone:** 516-628-1439 EXT 126  
**Fax:**  
**Email:** MONTELL11709@GMAIL.COM

**SHIP TO:** CHRIS MONTELL  
CHRIS MONTELL  
34 SCHOOL ST.  
CASH OR CREDIT CARD ONLY  
BAYVILLE NY 11709

**Phone:** 516-628-1439 EXT 126  
**Fax:**

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
ASHLEY CAMPBELL		Yes	10/12/2022

MAKE:	FORD	MODEL:	F-250	YEAR:	2020	SRW/DRW:	SRW
CAB TO AXLE:	56.0	WHEELBASE:	176.0	VIN:			
STOCK/ORDER NUMBER:	TT		TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 1521.13				

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	ROOF MOUNTED BUYERS LED MINI STROBE LIGHT BAR 15" WITH CLEAR LENS AND AMBER LIGHTS ON **CENTER CUSTOMERS EXSISTING BACK RACK **		
1	** TO BE INSTALLED ON CUSTOMERS EXSISTING BACK RACK ** BACKRACK UTILITY LIGHT BRACKET, RECTANGULAR CENTER MOUNT, 16" X 7" BASE		
1	SUPPLY AND INSTALL WESTERN 8' 1.8 CU YD TORNADO HOPPER SPREADER ADJUSTABLE CHUTE DUAL ELECTRIC MOTORS		
1	SUPPLY AND INSTALL A 8.0' PRO PLUS WESTERN ULTRAMOUNT SNOWPLOW DELIVERY SUBJECT TO AVAILABILITY		
1	NIGHTHAWK HEADLIGHT KIT, HALOGEN, STANDARD WITH PLOW		
1	MULTI-POSITION PLOW HAND HELD CONTROLLER		
1	CUSTOMER PICKUP AT OUR LOCATION		

SUBTOTAL	\$14,635.00
DISCOUNT	\$0.00
SALES TAX	\$1,262.27
TOTAL	\$15,897.27

**Suggested Items:**

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
1	STROBE LIGHT KIT FOR REAR OF POLY SPREADER	\$455.00	\$455.00	Yes
1	FLEET FLEX SPOT LIGHT KIT FOR REAR OF SANDER	\$340.00	\$340.00	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 #**ANC000223-1**

Accepted by:		Date:		PO#:	
<b>Please Fill In All Truck Information</b>					
Dejana Pool Chassis	<input type="checkbox"/>	Dealer Chassis	<input type="checkbox"/>	Dealer Drop Ship Chassis	<input type="checkbox"/>
Make	_____	Model	_____	Color	_____
Stock #	_____	Factory Order #	_____	VIN	_____
Year	_____	Ready for Pickup (if dealer chassis)	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

**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.

NAC Van & Truck  
 590 West Merrick Road  
 Valley Stream, NY 11580  
 516-561-1200



**Estimate : 98227**

Date 09/12/22

Invoice To:

INCORPORATED VILLAGE OF BAYVIL  
 34 SCHOOL STREET  
 BAYVILLE NY 11709

Salesman RICK  
 PO Number

2020 FORD F-250

Phone 5166281439

Called in by: CHRIS Stock #  
 Work Order

Accounting Email: Ann@ValleyVan.com

Qty	Item Number	Description	Price	Ext
1	WESTERN	8' PRO PLOW WITH HALOGEN LIGHTS AND HAND HELD CONTROLLER INSTALLED 98040	7,500.00	7,500.00
1	BUYPRO2000	BUYER SALTD OG 2.0 SPREADER HD 98040	7,295.00	7,295.00
1	S-OEPL7PDAC	PINNACLE LIGHT BAR	535.00	535.00
1	B1A91006	HEADACHE RACK LIGHT MOUNT	80.00	80.00
<b>ATTENTION: Chris 516-628-1439 ext 126</b>				

No Cash Refunds.

25% Restocking Fee on parts left over 30 days.

No Refunds on Special Orders.

**Thank you for your business!**

Received By \_\_\_\_\_

09/12/22 01:03:27 PM ROB

<b>Subtotal</b>	<b>15,410.00</b>
Tax	1329.11
<b>Invoice Total</b>	<b>16,739.11</b>
- Deposit	0.00
Payment(s)	0.00
<b>Balance Due</b>	<b>16,739.11</b>

CASH	CHECK	CREDIT CARD	GIFT CARD	HOUSE ACCT	CREDIT SLIP
0.00	0.00	0.00	0.00	0.00	0.00



# TRIUS inc.

458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, NY 1171  
631.244.8600 • FAX 631.244.8661  
www.triusonline.com

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6 • 950 • 00 +

7 • 150 • 00 +

300 • 00 +

300 • 00 +

600 • 00 +

885 • 00 +

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16 • 185 • 000 +

Incorporated Village of Bayville  
34 School St Unit A  
Bayville, NY 11709-1999  
Sourcewell ID# 125320

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Attn: Chris Montell

Dear Chris,

Trius Inc. is pleased to quote you on the following equipment off Sourcewell Contract # 080818-DDY:

One (1) Western 8' Pro Plus Snowplow –

- Includes Halogen Lights, Handheld Controller, Rubber Deflector

Contract Plow Price - \$6,350.00

Installation of Plow – \$600.00

**TOTAL PRICE - \$6,950.00**

One (1) 8' – 1.8 Cu. Yd. – Tornado Poly Electric Hopper Material Spreader - Western – 78003-1 -

- Includes an Inverted Vee and Tie Down Straps

Contract Spreader Price - \$6,500.00

Installation of Spreader – \$650.00

**TOTAL PRICE - \$7,150.00**

*Optional Items:*

Two (2) Work Lights Installed – ADD \$300.00

Two (2) Strobe Lights Installed – ADD \$300.00

Vibrator Installed – ADD \$600.00

15 Inch LED Mini Light Bar Installed on Headache Rack – ADD \$885.00

Quote is good while supplies last. If you have any additional questions, please feel free to give me a call.

Very truly yours,

Chris Savino  
Sales Coordinator





72 Hamilton Avenue, Oyster Bay, NY 11771  
P 516-922-5348 F 516-922-2177  
info@wonderlandtreecare.com  
wonderlandtreecare.com

August 30, 2022

Inc. Village of Bayville  
Mr. Doug Groth  
34 School St  
Bayville, NY 11709

Proposal for:

**GENERAL TREE WORK**

Arborist Representative: Peter Golon

Job Site: 34 School St  
Bayville, NY 11709

Dear Inc. Village of Bayville,

Thank you for the opportunity to provide the following proposal for GENERAL TREE WORK based on my recent visit to your property.

**GENERAL TREE WORK**

*\*\* All work is being done in accordance with ANSI A300 Tree Care Standards.\*\**

**General Tree Work**

Hazard reduction prune three inch and larger deadwood from one (1) large Oak tree in front of Town Hall.

Hazard reduction prune three inch and larger deadwood from one (1) large Oak tree in green area.

Hazard reduction prune three inch and larger deadwood from one (1) large Oak tree in front of museum.

Hazard reduction prune three inch and larger deadwood from two (2) Sycamore trees, one (1) American dogwood, one (1) Tri-color beech tree, one (1) weeping Cherry tree and one (1) Kwanzan cherry tree in green area.

Chip all brush, clean up all debris from our operation.

**\$5,988.16**

**Note**

All labor on this project is covered under prevailing wage and certified payroll.

*\*All prices shown above are for labor, plant materials and equipment unless otherwise stated. All proposal prices are plus debris recycling fees, delivery fees, utility mark-out/locate fees and applicable cable/support materials, soil amendme and sales tax.\* As of February 1, all credit card payments will be subject to a convenience fee.*

If the above proposal and the terms and conditions included herein are acceptable to you, please sign and return one copy of this agreement and we will schedule the work to be done. We will notify you in advance of the date planned. If you have any questions, please feel free to call our office. Thank you for choosing Wonderland Tree Care, Inc., where tree care is not only what we do, it is what we believe in.

Respectfully Submitted,

Agreed and accepted:

\_\_\_\_\_  
Peter Golon  
Certified Arborist

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

buildingdept@bayvilley.gov

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Email \*To better serve you please make any necessary changes to your email address.

1. *WONDERLAND TREE CARE, INC. guarantees that all materials will be applied or used in conformity with the manufacturer's specifications, and all work performed will be completed in a workmanlike manner.*
2. *WONDERLAND TREE CARE, INC. assumes no responsibility for damage caused by latent or hidden defects in the plant material which is the subject of this agreement, or damage resulting from other defects in the material not covered by this agreement.*
3. *Client represents that the plant materials which is the subject matter of this agreement is owned by the Client and that it is located on the Client's real property.*
4. *WONDERLAND TREE CARE, INC. assumes no responsibility for damage done to undisclosed underground equipment, such as sprinklers or utility lines.*
5. *WONDERLAND TREE CARE, INC. assumes no responsibility for obtaining tree removal permits. It is suggested that the Client consult with the local municipality to determine if local ordinances require permits for trees being removed or pruned.*
6. *WONDERLAND TREE CARE, INC. represents that all its employees and agents are covered by Worker's Compensation and general liability insurance.*
7. *WONDERLAND TREE CARE, INC. assumes no responsibility for delays completing its work caused by strikes, accidents, weather conditions, or factors beyond its control.*
8. *WONDERLAND TREE CARE, INC. shall be paid as per schedule contained in this agreement. Final Payment shall be due upon the completion of the work described in this agreement, with no set-off reduction whatsoever for any claim, loss or damage Client may claim.*
9. *WONDERLAND TREE CARE, INC. may, if client fails to make payment as herein provided, stop further work without prejudice to any other remedy it may have. Further, any guarantees either expressed or implied by this agreement are hereby null and void.*
10. *WONDERLAND TREE CARE, INC. notwithstanding any provision contained in this agreement, may file a lien or claim on it's behalf in the event that any payment required by this agreement is not received on the date(s) specified in this agreement.*
11. *All sums not paid when due shall bear interest at a rate of 1 1/2 percent per month from due date until paid or the maximum legal rate permitted by law, whichever is more, and all costs of collection, including reasonable attorney's fee, shall be paid by Client.*
12. *WONDERLAND TREE CARE, INC. liability under this agreement shall be limited to the contract price stated herein and the sums actually paid by the client.*

## **Changes to Fee – Effective January 1, 2023**

Tap Fee – Larger than One Inch – Increase to \$4000

Inspection of Tap Fee – Larger than One Inch – Increase to \$1000

Temporary Water Fee – Increase to \$250 per quarter

Manual Meter Reading Fee – Increase to \$100

### **ADD NEW FEE**

Fire Protection Charge – Unmetered Water Service – Commercial Only \$100 per Inch

Fire protection sprinkler system shall not be supplied through the domestic service line but through a separate service and will be charged at rates to be determined by the board. Whenever a fire sprinkler system shall be installed in any structure, the owner of such premises, shall pay to the water department for the privilege of maintaining such sprinkler system and for the supply of unmetered water and water availability.

Fire Protection Charge is an annual charge billed on the January billing cycle. The annual rate will be \$100.00 per inch diameter of service main as follows:

2" = \$200

3" - \$300

4" - \$400

6" - \$600

8" - \$800

INCORPORATED VILLAGE OF BAYVILLE  
APPLICATION FOR USE OF VILLAGE FACILITIES  
RENTAL FEE: \$100  
ESCROW DEPOSIT FEE: \$150

**Guidelines for submission of application are as follows**

1. Review the INCORPORATED VILLAGE OF BAYVILLE'S Guidelines and Rules for Use of Village Facilities.
2. Review the Insurance Requirements for using Village Facilities, and forward to your insurance broker/carrier for issuance of required certificates. NOTE: The Board reserves the right to require alternative liability limits when applicable.
3. Complete Application – do not leave any blanks.
4. Village reserves the right to preempt the use of the property at any time in the event the property is needed for municipal purposes.
5. The Village reserves the right to reject an application or to rescind a permit if in the opinion of the Village such action is necessary to preserve the condition of Village property or public safety is at risk.
6. **Any vendors hired must comply with the insurance requirements of the Village for Independent Contractors/Vendors of residents/groups that are using Village facilities.**
7. Return application to the office of Village Office. Permit for event will be issued upon approval.

DATE: \_\_\_\_\_

THIS APPLICATION IS MADE ON BEHALF OF \_\_\_\_\_

REQUESTS USE OF FACILITY AT \_\_\_\_\_

PURPOSE OF REQUEST \_\_\_\_\_

DATE ( S ) \_\_\_\_\_ TIME \_\_\_\_\_

Will Admission be Charged? \_\_\_\_\_

Will Food be served? \_\_\_\_\_

Group Size: \_\_\_\_\_

**Will outside vendors be hired? If yes, describe:** \_\_\_\_\_

OFFICER OF ORGANIZATION \_\_\_\_\_ TITLE \_\_\_\_\_

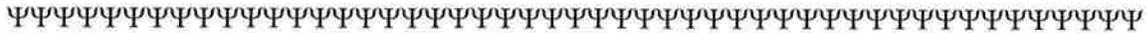
OFFICER OF ORGANIZATION \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ ALTERNATE# \_\_\_\_\_

WILL A FEE BE CHARGED? YES \_\_\_\_\_ NO \_\_\_\_\_ FEE PAID \_\_\_\_\_ ( ) CHECK ( ) CASH

RECEIPT # \_\_\_\_\_

FOR OPENING AND CLOSING FACILITIES PLEASE CALL: JOE NOTO – CELL: 516-697-0413



**GUIDELINES AND RULES FOR USE OF BAYVILLE FACILITIES**

1. Beaches and Fields must be cleaned and emptied by 9:00 PM, no exceptions.
2. The Community Center/Soundside Beach house must be cleaned and emptied by 9:00 PM, no exceptions.
3. You may not tape, nail, tack, or attach any decorations to the walls.
4. All garbage must be removed from all Village facilities. Please do not dump the garbage in the dumpster next to the Community Center or dumpster at Soundside Beach.
5. Use of alcohol is prohibited.
6. Users are expected to leave the facility clean and orderly, \$150 deposit will be returned after inspection.

**I HAVE READ THE ABOVE RULES FOR USE OF THE BAYVILLE FACILITIES**

IF THE USE OF THE ABOVE REQUESTED FACILITY IS GRANTED, I UNDERSTAND THAT IT WILL BE NECESSARY FOR ME TO PRESENT MY RECEIPT THE DAY OF THE FUNCTION IN ORDER TO OBTAIN ACCESS TO THE FACILITY.

The undersigned, an officer of the Organization requesting use of the INCORPORATED VILLAGE OF BAYVILLE'S facilities, guarantees observance of all regulations governing use of facilities of the INCORPORATED VILLAGE OF BAYVILLE, payment of any charges incurred and states that the organization agrees to defend, indemnify and save harmless the INCORPORATED VILLAGE OF BAYVILLE and the Village Board, employees and volunteers against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from, the use of such facilities.

**The indemnification** provided by this Agreement shall be a continuing right to Indemnification and shall survive the expiration or termination of this Agreement.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Administrator's Approval \_\_\_\_\_

ORGANIZATIONS USING THE VILLAGES FACILITIES MUST PROVIDE PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE LIMITS OF \$1,000,000 PER OCCURANCE AND \$2,000,000 AGGREGATE, INCLUDING THE INCORPORATED VILLAGE OF BAYVILLE, ALL ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS AS ADDITIONAL INSURED. INSURANCE COVERAGE IS TO BE PRIMARY AND NON-CONTRIBUTORY TO ANY AVAILABLE INSURANCE OF THE ADDITIONAL INSURED. HIGHER LIMITS MAY BE NECESSARY BY THE VILLAGE BOARD OR VILLAGE ATTORNEY, DEPENDING ON NATURE OF USE.

(SEE NEXT PAGE FOR ADDITIONAL INSURANCE REQUIREMENTS) PROOF OF WORKERS COMPENSATION AND NYS DISABILITY INSURANCE IS REQUIRED IF THERE WILL BE ANY EMPLOYEES ON SITE.





Trustee XXXX moved BE IT RESOLVED that the Board of Trustees hereby appropriates \$275,000.00 of the fund balance in the General Fund to be transferred to the Capital Fund for the purpose of renovating and improving West Harbor Memorial Park, including the purchase and installation of new playground equipment, installation of pickle ball courts, and the refurbishing of the concession stand with \$225,000.00 to be reimbursed by DASNY State and Municipal Facilities Program Project ID 25225 after completion of said project.

Seconded by: Trustee XXXX

Poll of the Board: Trustee Walsh, xxx, Trustee Santoro, xxx, Trustee Nigro, xxx, Trustee De Natale, xxx, Trustee DiBartolomeo, xxx, Trustee Valsecchi, xxx, Mayor Minicozzi, xxx

**RESOLUTION 2022-XXX**



architects + engineers

538 Broad Hollow Road | 4<sup>th</sup> Floor East  
Melville, NY 11747

tel 631.756.8000  
fax 631.694.4122

September 23, 2022

Mayor Steve Minicozzi  
Inc. Village of Bayville  
34 School Street  
Bayville, New York 11709

**Re: New Pickleball Courts at West Harbor Beach Memorial Park  
Proposal for Professional Services  
H2M Proposal No.: LP221198**

Dear Mayor Minicozzi:

It was a pleasure meeting with you to discuss the Village's plans to construct 2 new pickleball courts west of the pump station at West Harbor Beach Memorial Park. We understand the Village will be installing the perimeter fence, walkways and accessible parking under a separate contract after the pickleball courts are constructed.

H2M is pleased to submit this proposal to assist the Village in undertaking this work. It is our understanding that the Village of Bayville intends to utilize grant funding for this project. Based on the above information, the following is an outline of the professional engineering and construction support services to be completed for this project.

### **SCOPE OF SERVICES**

#### **Task 1-Site Investigations**

A topographic survey and utility mark out will be required for developing the project contract documents. Soil borings will be required to assess the existing soil and subsurface conditions.

##### *Topographical Survey*

H2M will assign a field survey crew to obtain topographic information on the pickleball courts and areas throughout the work limits. This will include the location of visible planimetric features such as fences and visible surface evidence of subsurface utilities will be mapped. The survey will show topographic mapping of the site, indicated on the attached Google map. Elevations will be represented by contours and spot elevations throughout the site. We do not propose to obtain property boundary information. This survey would be used as a base map for the projects engineering design plans.

##### *Underground Utility Mark Out*

Since drainage is proposed, we will need to identify the presence of buried utilities so that they can be avoided during construction. Buried utilities will be addressed on-site using the services of a sub-surface utility mark-out specialist. The fee for such a specialist is included as a separate line item in this proposal. The sub-surface utilities will be marked and located when our survey crew performs the actual field work for the project and will then be plotted on our topographic survey.

##### *Soil Borings*

To properly design the drainage system, we will require soil borings to classify the existing soil and determine depth to groundwater. The soil borings will be completed by a subcontractor to H2M.



### **Task 2-Contract Documents**

Upon completion of the topographic survey, H2M will prepare final designs, plans, specifications and contract documents for the solicitation public bids for the new pickleball courts construction. These documents will include descriptions of the proposed work items including:

- Limits of construction;
- Pickleball Courts layout;
- Proposed grades;
- Paving details;
- Drainage improvements; and
- Construction details.

We will meet with the Village representatives when the plans are approximately 90% complete and prepare a cost opinion to ensure that the project scope can be completed within the Village's budget.

### **Task 3-Bidding**

Once the construction documents are completed and upon Village authorization, H2M will furnish 15 sets of bid documents to the Village for distribution to prospective bidders. The Village will arrange for the project to be advertised. H2M will prepare the Notice to Bidders, assist the Village in soliciting bids, respond to contractor RFI's, attend the bid opening, review and tabulate the bids, verify the contractors' references and work experience and make a recommendation to the Board of Trustees for award of the construction contract.

### **Task 4-Environmental Permitting**

The New York State Department of Environmental Conservation regulates all construction located within 300-ft of the tidal wetland boundary (or mean high water line) of Oyster Bay Harbor (unless northern portions of the site are above El. 10). Based on this criterion a tidal wetlands permit appears to be required. To obtain this permit, we are proposing to complete the following tasks:

- Prepare, submit, and process NYSDEC Article 25 (Tidal Wetlands) permit applications for construction of the proposed pickleball courts.
- NYSDEC limits impervious surfaces within 300 feet of the tidal wetland boundary to 20% of the ground surface. The total area of existing and proposed impervious surfaces cannot total more than 20% coverage of the NYSDEC-regulated tidal wetland adjacent area for the Village Beach tax parcel. Current conditions appear to be close to this 20% threshold and obtaining a variance is highly unlikely. If existing impervious surfaces need to be removed or relocated to maintain impervious coverage under 20%, additional engineering and/or permitting associated with this work may need to be performed as an additional service. If this is required, we will advise the Village before proceeding with further design.
- It is assumed that all existing site features are legally permitted. If violations exist for prior wetland permits, design and permitting services associated with resolving these violations will be an additional service.

### **Task 5-Construction Administration**

Upon signing of the construction contract by the Village and the contractor, H2M will issue a notice to proceed to the contractor and schedule a pre-construction meeting at which time we will review several



items related to the construction phase of the project. The items of discussion for the meeting will include the following:

- Contractor's schedule;
- General notification procedures;
- Submittal procedures;
- Payment requisitions;
- Special job conditions;
- Village policies regarding weekend and overtime work;
- Emergency procedures, phone numbers, etc.; and
- Utility work and coordination.

H2M staff will be available in our office to answer questions concerning the project and/or field conditions encountered and to interpret the drawings as may be required. H2M will review shop drawings, contractor submittals and approve contractor payment requests.

Our fee for construction administration is based on a construction duration of approximately four weeks. In the event contractor performance issues are encountered during construction that results in project delays or remedial work, H2M can assist the Village with resolving these issues on an hourly basis in accordance with our current agreement with the Village. We would not commence with this work without authorization from the Village.

#### **Task 5-Construction Observation**

We understand the Village intends to provide their own construction observation. In the event you require assistance with this task, we can provide staff on an hourly basis of \$125 per hour.

#### **FEE PROPOSAL**

H2M proposes to complete the above services in accordance with the following fee schedule.

##### **Base Services**

Task 1-Site Investigations	\$12,900
<i>Topographical Survey.....</i>	<i>\$6,500 (lump sum)</i>
<i>Utility Mark Out.....</i>	<i>\$2,900 (subconsultant expense)</i>
<i>Soil Boring.....</i>	<i>\$3,500 (subcontractor expense-allowance)</i>
Task 2-Contract Documents	\$6,900 (lump sum)
Task 3-Environmental Permitting	\$5,000 (subconsultant expense)
Task 5-Bidding	\$2,900 (lump sum)
Task 6-Construction Administration	\$3,700 (lump sum)
<b>Total</b>	<b>\$31,400</b>

##### **Reimbursable Expenses**

Bid Document Reproduction (allowance)	\$1,000.00
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We appreciate the opportunity to submit this proposal and look forward to working on this project with the Village. All work will be completed in accordance with our existing agreement with the Village. If

Mayor Steve Minicozzi  
H2M Proposal No: LP221198  
September 23, 2022  
Page 4 of 4



you find this proposal acceptable, please provide us with a written authorization to proceed with the design.

If you have any questions or require any additional information concerning this matter, please contact the undersigned at (631) 756-8000 Extension 1312.

Very truly yours,

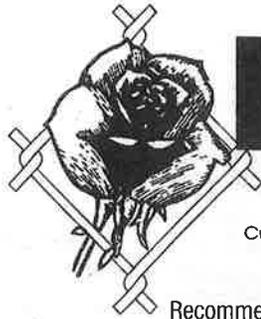
**H2M architects + engineers**

A handwritten signature in blue ink, appearing to read 'Matthew R. Mohlin', is written over a light blue horizontal line.

Matthew R. Mohlin, P.E.  
Vice President  
Department Manager-Civil Engineering

cc: Board of Trustees  
Maria Alfano-Hardy

J:\LPS\2022\LP221198 - BAYV - W. Harbor Beach Pickleball Courts\Civil\22-0923 H2M Pickleball Courts Proposal.doc



# ROSE FENCE, INC.

Custom Wood · Chain Link · Stockade

### Main Office

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(516) 223-0777 • Fax (516) 223-0791

Warranty Service (631) 427-7442

Phone (516) 759-6425

www.RoseFence.com

*Kevin 516 250 1389*

**CUSTOMER MUST BE HOME AT THE TIME OF INSTALLATION AND IS RESPONSIBLE FOR ALL PERMITS AND PROPERTY LINES.**

Recommended By: \_\_\_\_\_

Name Bayville Inc Village

APPROX. COMPLETION DATE \_\_\_\_\_

Address job site: Lullton Ave

Date 9.14.22

+ Vivona Ct West Harbor

Phone # \_\_\_\_\_

STYLE \_\_\_\_\_ COLOR White

Cell # \_\_\_\_\_

RAILS \_\_\_\_\_ PICKETS \_\_\_\_\_

e-mail: Steve@CozyReality.com

ALUMINUM \_\_\_\_\_ COLOR \_\_\_\_\_

FOOTAGE 8

CHAIN LINK  VINYL COLOR \_\_\_\_\_  GALV.

HEIGHT 6

FRAMEWORK  VINYL COLOR \_\_\_\_\_  GALV.

GATE SIZE \_\_\_\_\_

FOOTAGE \_\_\_\_\_ HEIGHT \_\_\_\_\_ GATES \_\_\_\_\_

GATE STYLE \_\_\_\_\_

TAKEDOWN \_\_\_\_\_ CART \_\_\_\_\_ CLEARING \_\_\_\_\_

GATE HARDWARE  BLACK  WHITE  SELF CLOSER

DRILL \_\_\_\_\_ CEMENT \_\_\_\_\_ BRICK \_\_\_\_\_ OTHER \_\_\_\_\_

POSTS 5x5 CAPS Rose Ball cap

RACKED  STEPPED

SPECIAL NOTES: \_\_\_\_\_

TAPER  WATERFALL  CURVED RAIL

*1 Six foot tall panel on 5x5 posts to have metal insert + filled w/cement Cart + remove old fence Bring water*

*(Belle Terre or Fire Island) See Brochure.*

<b>Rose Fence, Inc.</b>	
<b>All estimates expire after 30 days</b>	
TOTAL PRICE	<u>900</u>
DEPOSIT	
BALANCE	
PERMIT FEE*	
<b>BALANCE DUE AT TIME OF COMPLETION</b>	
CASH • BANK CHECK • MONEY ORDER FOR FINAL PAYMENT CREDIT CARDS SUBJECT TO 3% CONVENIENCE FEE	



*Hotine Bros. Inc.*  
1 First Avenue, Bayville, N.Y. 11709  
Phone 516-628-3811

Sept. 25, 2022

Inc. Village of Bayville  
34 School St.  
Bayville, N.Y. 11709

An estimate to adjust curbing on Merret Lane - \$2400  
To repave section of parking area at Creek Beach - \$2600

## Proposed Local Law 2022-D

Incorporated Village of Bayville, County of Nassau

**A local law to add Chapter 8. Bamboo to the Village Code for the purpose of prohibiting the planting or growing of bamboo within the Incorporated Village of Bayville.**

**BE IT ENACTED** by the Board of Trustees of the Incorporated Village of Bayville as follows:

### **Section 1. Legislative Intent**

It is the intent of this local law to prohibit the planting and growing of bamboo, as defined by this local law, within the Village of Bayville and to establish penalties for violations of this Chapter.

### **Section 2. Authority**

This local law is enacted pursuant to the authority contained in the Village Law of the State of New York and in Article 2 of the Municipal Home Rule Law of the State of New York.

### **Section 3. Addition of Chapter 8. Bamboo to the Village Code**

§ 8-1. Definitions and word usage.

A. The following definitions shall govern the interpretation of this chapter unless otherwise expressly defined herein. Words used in the singular shall include the plural and vice versa. The word "shall" is always mandatory.

B. As used in this chapter, the following terms shall have the meanings indicated:

#### **BAMBOO**

Any tropical or semitropical grasses or plants with monopodial (leptomorph) rhizome (root) systems which typically send off rhizomes far away from the plant, including, but not limited to, the following plant genera: Arrow Bamboo, Arundinaria, Bambusa, Chimonobambusa, Common Bamboo, Yellow Groove Bamboo, Golden Bamboo, Phyllostachys, Pleioblastus, Pseudosasa, Sasa, Sasaella, and Semiarundinaria.

#### **BAMBOO PROPERTY OWNER**

A property owner in the Village of Bayville who has planted or grown or caused the planting or growing of bamboo on their property and/or permitted or permits the growing of bamboo on their property that had initially encroached onto their property from an adjoining or neighboring property.

§ 8-2. Applicability.

For purposes of this chapter, if bamboo is found growing upon a property, that shall constitute presumptive evidence that the growing of bamboo on the property shall have occurred with the consent of the owner of such property, except that such property owner shall not be presumed to be a bamboo property owner if the property owner did not plant or grow or cause said bamboo to be planted or grown on this property and they shall provide the Building Department with proof, satisfactory to the Building Inspector, that within a reasonable period of time after they first learned of the encroachment of bamboo on their property from an adjoining or neighboring property, they advised the owner of such adjoining or neighboring property of their objection to the encroachment of bamboo onto their property and/or indicated steps for the removal of the bamboo from their property.

§ 8-3. Prohibition.

Effective upon the date that this provision shall become law, the planting or growing of bamboo shall be prohibited within the Village of Bayville.

§ 8-4. Duty to confine bamboo.

In the event any species of bamboo is located upon any property within the Village of Bayville, the owner or occupant of said property shall confine such species to prevent the encroachment, spread, invasion or intrusion of same onto any other property or right-of-way.

§ 8-5. Regulations regarding bamboo preexisting this prohibition.

Any property owner upon whose property bamboo has been planted or otherwise permitted to grow on any property within the Village of Bayville shall remove, confine, or abate the growth of the bamboo so long as no part of the plant (including stalks, branches, leaves, and/or roots) extends within ten (10) feet of any property line, street, sidewalk, or public right-of-way.

§ 8-6. Violations and penalties.

Any person violating this Article shall be fined not more than five hundred dollars (\$500.00) and/or sentenced to not more than fifteen (15) days in jail for each offense.

#### **Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### **Section 5. Effective Date**

This local law shall take effect immediately upon filing with the Secretary of State.