

INCORPORATED VILLAGE OF BAYVILLE

REGULAR MEETING JANUARY 23, 2023

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Budget Transfers
- ≈ Prior Meeting Minutes
- ≈ Village Church
- ≈ Village Preschool
- ≈ AT & T Lease
- ≈ Water Supply Statement
- ≈ Biannual Inspection of Water Tanks
- ≈ Introduce Proposed Local Law C-2023
- ≈ Introduce Proposed Local Law D-2023
- ≈ Village Logo
- ≈ Fence Proposal
- ≈ Code Red

PUBLIC HEARING PROPOSED LOCAL LAW A-2023

PUBLIC HEARING PROPOSED LOCAL LAW B-2023

TO:	MAYOR STEVE MINICOZZI AND THE BOARD OF TRUSTEES		
FROM:	VILLAGE CLERK TREASURER		
DATE:	JANUARY 23, 2023		
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
GENERAL			
PAYROLL	12/21/2022	7G	\$ 22,508.32
	528	7H	\$ 1,518.69
PAYROLL	12/28/2022	7I	\$ 23,923.55
	529	7J	\$ 1,626.61
	530/544	7K	\$ 8,315.80
PAYROLL	1/4/2023	8A	\$ 24,672.67
	545	8B	\$ 1,881.06
PAYROLL	1/11/2023	8C	\$ 27,014.87
	546	8D	\$ 2,059.60
PAYROLL	1/18/2023	8E	\$ 25,464.45
	547	8F	\$ 1,941.40
	548/564	8G	\$ 100,466.73
	565/630	8H	\$ 512,230.18
TOTAL GENERAL			\$ 753,623.93
WATER			
PAYROLL	12/21/2023	7G	\$ 7,011.27
	148	7H	\$ 534.55
PAYROLL	12/28/2022	7I	\$ 6,961.47
	149	7J	\$ 530.75
	150/151	7K	\$ 200.73
PAYROLL	1/4/2023	8A	\$ 6,598.81
	152	8B	\$ 503.10
PAYROLL	1/11/2023	8C	\$ 6,424.85
	153	8D	\$ 489.83
PAYROLL	1/18/2023	8E	\$ 6,727.17
	154	8F	\$ 512.88
	155/162	8G	\$ 23,459.70
	163/173	8H	\$ 26,429.57
TOTAL WATER			\$ 86,384.68
TRUST & AGENCY			
	183A/186	7C	\$ 9,229.05
	187/192	7D	\$ 15,739.04
	193/196	8A	\$ 10,015.84
	197/203	8B	\$ 12,551.67
	204/208	8C	\$ 10,498.12
	208A/212	8D	\$ 82,199.43
TOTAL T & A			\$ 140,233.15
REVENUE ENTERPRISE			
	35/38	8A	\$ 2,171.64
	39	8B	\$ 170.00
TOTAL REVENUE ENTERPRISE			\$ 2,341.64
CAPITAL			
	30	8A	\$ 82,570.00
	31	8B	\$ 19,395.00
TOTAL CAPITAL			\$ 101,965.00
COMMUNITY DEVELOPMENT			
TOTAL COMMTY DEVELOP			
GRAND TOTAL			\$ 1,084,548.40

INCORPORATED VILLAGE OF BAYVILLE						
DATE: January 23, 2023						
THE FOLLOWING BUDGET TRANSFERS & BUDGET ADJUSTMENTS ARE PRESENTED FOR APPROVAL AND, UPON APPROVAL, THE VILLAGE CLERK-TREASURER IS AUTHORIZED TO MAKE THE TRANSFERS.						
FROM			TO			
CODE	DESCRIPTION	AMOUNT	CODE	DESCRIPTION	AMOUNT	AMOUNT
F.2149	WATER SERVICE FEES	\$13,225.00	F.8340.403	DISTRIBUTION - EMERGENCY REPAIRS	\$13,225.00	
EXPLANATION: INCREASE REVENUE AND APPROPRIATION LINE ITEMS TO REFLECT BILLING TO RESIDENT FOR WATER MAIN REPAIR NEAR 5 BEAVER DR						
F.8340.408	DISTRIBUTION - WATER CONSERVATION	\$1,500.00	F.8310.411	ADMINISTRATION - ALARM SYSTEM	\$200.00	
F.9010.800	EMPLOYEE BENEFITS - STATE RETIREMENT	\$3,900.00	F.8320.406	SUPPLY - SAMPLES/LAB REPORTS	\$5,200.00	
F.9040.800	EMPLOYEE BENEFITS - WORKERS COMP INS	\$6,000.00	F.8340.400	DISTRIBUTION - CONTRACTUAL EXP	\$170.79	
			F.8340.403	DISRIBUTION - EMERGENCY REPAIRS	\$5,829.21	
A.3501	CONSOLIDATED HIGHWAY AID	\$42,000.00	A.9950.900	TRANSFER TO CAPITAL PROJ FUNDS	\$121,163.63	
EXPLANATION: INCREASE REVENUE AND APPROPRIATION LINE ITEMS TO REFLECT COLLECTION OF CHIP FUNDING FOR THE MERRITT LN/SCHOOL ST PAVING PROJECT						
A.1289	INTEREST ON INVESTMENTS	\$29,000.00	A.1325.403	VCT - PRINTING	\$1,000.00	
EXPLANATION: INCREASE REVENUE AND APPROPRIATION LINE ITEMS TO REFLECT INTEREST EARNED						
A.2591	FILMING PERMITS	\$15,000.00	A.1621.100	SECURITY - PERSONAL SERVICES	\$2,500.00	
EXPLANATION: INCREASE REVENUE AND APPROPRIATION LINE ITEMS TO REFLECT REVENUE EARNED ON UNANTICIPATED FILM PERMIT FEES						
A.5990	APPROPRIATED FUND BALANCE	\$54,163.63	A.5110.200	STREET MAINTENANCE - EQUIPMENT	\$10,000.00	
EXPLANATION: APPROPRIATED FUND BALANCE TO COVER APPROPRIATIONS FOR VARIOUS CAPITAL PROJECTS & UNANTICIPATED EXPENDITURES						
			A.8010.100	ZONING - PERSONAL SERVICES	\$5,000.00	
			A.8160.402	REFUSE DISPOSAL - UNIFORMS	\$500.00	
TOTAL		\$164,788.63	TOTAL		\$164,788.63	

REGULAR MEETING
DECEMBER 28, 2022

2022-199 Board approves warrants and claims

2022-200 Board accepts prior meeting minutes

2022-201 Board determines the 2010 Ford Crown Victoria is no longer needed for municipal purposes.

2022-202 Board approves the proposal from N&S Electric Supply to furnish six LED street light fixtures and brackets

2022-203 Board approves the proposal from PlaySafe Recreational & Aquatic Designs to Furnish and install replacement playground equipment at West Harbor Beach

2022-204 Board introduces Proposed Local Law A-2023 to allow for an expeditious procedure For the rendering of decisions of the Zoning Board of Appeals in short form format And long form format, and set hearing date for January 23, 2023

2022-205 Board introduces Proposed Local Law B-2023 to allow for the installment payment of Water facility charges, and to set the hearing date for January 23, 2023.

2022-206 Board approves the proposal from Ultimate Comfort Heating & Cooling to furnish and Install additional mini-split HVAC system equipment in Bayville Historical Museum

2022-207 Board approves the proposal from Walden Associates for professional services Related to the upcoming Community Rating System (CRS) five-year verification Process/cycle.

2022-208 Board approves the proposal from H2M for professional services related to the Installation of a drainage connection to the Nassau County system on Bayville Avenue in the vicinity of Sixth St.

2022-209 Board approves the following:

Conference Room Audio/Visual Upgrade – approve the proposal from Ultra Audio/Video & Security, Inc. to furnish and install audio/visual equipment in the conference room at Village Hall for a total cost of \$2,274.41.

Interior Renovation Proposal for Kitchen & Conference Room – approve the proposal from FZ Home Improvement Contractors for renovations to the kitchen/breakroom, conference room, and hallway in Village Hall for a total cost of \$16,0000.00.

Conference Room Electrical/Lighting Upgrade – approve the proposal from Advanced Electrical Resources, Ltd. to install electrical and lighting upgrade in the conference room at Village Hall for a total cost of \$5,500.00.

2022-210 Board closes the Regular Meeting at 7:06PM.

Nikki Paris

From: Suzanne Sgueglia < >
Sent: Wednesday, January 11, 2023 4:54 PM
To: Nikki Paris
Subject: The Village Church

Nikki, Can you pass this on to the Mayor and the Trustees' Board? Thanks Suzi

Dear Mayor Minicozzi and Members of The Bayville Village Trustees' Board,

As in the past, I write this email as a request to use Soundside Beach at 8am from June 4, 2023 to October 29, 2023 for our Worship Service.

I thank you for always allowing us to use the beach for this purpose every year. We appreciate it.

I wish you all the best in the New Year and I thank you for this consideration.

Sincerely,
Suzanne Sgueglia
President of the Board of Trustees
The Village Church of Bayville
9 Mountain Avenue
Bayville, NY

Sent from my iPhone

Nikki Paris

From: The Village Preschool <i> >
Sent: Friday, January 13, 2023 11:31 AM
To: Nikki Paris
Subject: Beach Party

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nicki...I would like to reserve West Harbor Beach for our end-of-year beach party on Wednesday, May 31st with a rain date of Friday, June 2nd. Thank you! I don't mean to second guess you but I have to assume the life guards are on call for both days Tuesday and Thursday already...so it seems that it could work for us? Again, I don't want to be presumptuous! Have a great day!

Thank You,

Beverly Pacifico
Director
The Village Preschool
516-628-8655
<http://www.villageps.com/>

Cell Site No. N109781
Cell Site Name: Bayville
Fixed Asset No. 10074196
Market: NYC/NNJ
Address: NWC of School Street and Godfrey Avenue, Bayville, NY 11709

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between Incorporated Village of Bayville, a municipal corporation, having a mailing address at 34 School Street Bayville, New York 11709 (hereinafter referred to as “**Licensor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Licensee**”).

WHEREAS, Licensor and Licensee entered into a License Agreement dated December 23, 2013, (hereinafter, collectively referred to as the “**License**”), whereby Licensor licensed to Licensee certain Licensed Property, therein described, that is a portion of the Property located at NWC of School Street and Godfrey Avenue, Bayville, NY 11709, also known as part of Section 29, Block 93, Lot 34; and

WHEREAS, the parties mutually desire to renew the License, memorialize such renewal period and modify the License in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Licensor and Licensee desire to amend the License to extend the term of the License; and

WHEREAS, Licensor and Licensee desire to amend the License to adjust the License Fee in conjunction with the modifications to the License contained herein; and

WHEREAS, Licensor and Licensee desire to amend the License to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the License to clarify scope of Licensee's permitted use of the Premises; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the License shall be extended to provide that the License has a new extension term of five (5) years (“**New Extension Term**”) commencing on June 3, 2023. As of the commencement of the New Extension Term, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The License will automatically renew, commencing on the expiration of the New Extension Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Extension Term**” and each such Additional Extension Term shall be considered an Extension Term under the License, subject to the provision below), upon the same terms and conditions of the License, as amended herein, unless Licensee notifies Licensor in writing of Licensee’s intention not to

Cell Site No. N109781
Cell Site Name: Bayville
Fixed Asset No. 10074196
Market: NYC/NNJ
Address: NWC of School Street and Godfrey Avenue, Bayville, NY 11709

renew the License at least sixty (60) days prior to the expiration of the New Extension Term or the then current Additional Extension Term. As of the commencement of the New Extension Term, the New Extension Term and the Additional Extension Term are collectively referred to as the Term ("**Term**"). Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the License as permitted prior to the New Extension Term.

If, at any time during this License, the Licensed Property becomes unsuitable for a wireless communication facility due to: (a) governmental regulations, (b) interference with Licensee's operation that cannot be resolved, or (c) the Licensed Property becoming unacceptable pursuant to the Licensee's design or engineering specifications for its antenna facilities or the communications system to which it belongs; then in the event of either a, b, or c, Licensee may terminate this License by giving the above written notice to Licensor. None of the above items of suitability shall be construed to permit termination if this License on account of a less expensive site than the Licensed Property becoming available to the Licensee. In the event that the Federal Communications Commission ("FCC") makes a determination which is final and non-appealable, or which is affirmed and becomes final after the exhaustion of all available appeals concluding that Licensee's use as set forth in this Agreement presents a risk to the public health or safety, Licensee shall comply with such determination or terminate this Agreement upon ninety (90) days written notice to Licensor.

2. **Licensee Fee.** Commencing on June 3, 2023, the current License Fee payable under the License shall be Seven Thousand Nine Hundred Two and 22/100 Dollars (\$7,902.22) per month and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of License Fees prior to or after the Effective Date, Licensee shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount.

3. **Future License Fee Increase.** The License is amended to provide that commencing on June 3, 2033, the License Fee payable under the License shall be Eight Thousand Four Hundred Ninety-Four and 89/100 Dollars (\$8,494.89) per month. Commencing on June 3, 2037, the License Fee payable under the License shall be Eight Thousand Seven Hundred Forty-Nine and 73/100 Dollars (\$8,749.73) per month. Commencing on June 3, 2038, the License Fee payable under the License shall be Nine Thousand Twelve and 23/100 Dollars (\$9,012.23). Commencing on June 3, 2039, the License Fee shall increase by two percent (2.0%) over the License Fee paid during the previous year and on an annual basis thereafter until expiration of the License on June 2, 2043.

4. **Permitted Use.** Licensee, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Licensed Property, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Licensed Property at any time during the term of the License for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Licensor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Licensor does not comply with the terms of this section, in addition to any other rights it may have at law, Licensee may terminate the License and shall have no further liability to Licensor. If Licensor does not comply with the terms of this section, Licensee will have the right to exercise any and all rights available to it under law and equity, including the

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Market: NYC/NNJ
Address: NWC of School Street and Godfrey Avenue, Bayville, NY 11709

right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee.

5. **Acknowledgement.** Licensor acknowledges that: 1) this First Amendment is entered into of the Licensor's free will and volition; 2) Licensor has read and understands this First Amendment and the underlying License and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Licensor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License between Licensor and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 17 of the License is hereby deleted in its entirety and replaced with the following:

NOTICES: All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

As to Licensor:

Incorporated Village of Bayville
34 School Street Bayville
New York 11709
Malfanoahardy@bayville.gov

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Site No. N109781; Site Name: Bayville (NY)
Fixed Asset No. 10074196
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
TowerNotices@list.att.com

With a required copy to:

New Cingular Wireless PCS, LLC
Attn: General Counsel - Network
RE: Site No. N109781; Site Name: Bayville (NY)
Fixed Asset No. 10074196
208 S. Akard Street
Dallas, TX 75202

Cell Site No. N109781
Cell Site Name: Bayville
Fixed Asset No. 10074196
Market: NYC/NNJ
Address: NWC of School Street and Godfrey Avenue, Bayville, NY 11709

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

For assistance with any payment inquiries or questions regarding lease information, Licensor may contact Licensee's Tower Asset Group Lease Administration ("**TAG – LA**") through the Tower Strategy Portal at <https://landlordportal.att.com>. TAG-LA's telephone number is (877) 231-5447. Communication via telephone or via the internet does not constitute formal notice pursuant to the License, as amended hereby.

For assistance with emergencies at the Premises or Property, maintenance issues, power shutdowns and radio frequency issues, Licensor is to contact Licensee's Network Operations Center ("**NOC**") at (800) 638-2822 Option 9, 1 or email nocnoc@att.com.

7. **Charges.** All charges payable under the License such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of the License.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this First Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. N109781
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:

Incorporated Village of Bayville,
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: Robert Manzo

Title: Director – RAN Construction

Date: _____



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

RECEIVED
INCORPORATED VILLAGE
OF BAYVILLE

2023 JAN 17 A 10: 26

VILLAGE CLERK-TREASURER

January 12, 2023

Ms. Maria Alfano-Hardy, Village Clerk/Treasurer
Inc. Village of Bayville
34 School Street
Bayville, New York 11709

**Re: Inc. Village of Bayville – Water Department
Proposal – 2022 Annual Water Supply Statement
H2M Letter Proposal No.: LP221539**

Dear Ms. Alfano-Hardy:

For the past several years, H2M has assisted the Inc. Village of Bayville in preparing the Annual Water Supply Statement/Consumer Confidence Report (CCR) as required by the New York State Health Department and Nassau County Department of Health (NCDH). H2M is pleased to present this proposal to prepare the Annual Water Supply Statement and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system and have the Village distribute the statement by May 31, 2022.
2. Prepare the Supplemental Data Package that summarizes the laboratory test results for every well for 2021. Provide the Village ten (10) copies of the package that will be made available to the public at Village Hall and any public libraries.
3. Submit Annual Supply Statement/Consumer Confidence Report and Supplemental Data Package to NCDH, New York State Health Department and New York State Department of Environmental Conservation.
4. Prepare the certification form and submit to the State and County Health Departments.

H2M proposes to provide the above services at hourly rates of remuneration with a maximum fee of \$2,800.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions or comments, please contact this office.

Very truly yours,

H2M architects + engineers

Dustin J. Rigos, P.E.
Senior Project Engineer

DJR:slj
Enclosure

cc: Mayor Steve Minicozzi
Supervisor Andrew Petti, III
Matthew Mohlin, P.E. – H2M

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January 10, 2023

Mr. Andrew Petti
Supervisor of Water Plant Operations
Inc. Village of Bayville
34 School Street
Bayville, New York 11709

Re: **LP – 230027**
Inc. Village of Bayville
Provide Biannual Inspection of Water Storage Tanks

Dear Mr. Petti:

As per your request, H2M is pleased to present this proposal to conduct the Nassau County Department of Health required semi-annual inspection of the Village's elevated water storage tank.

H2M proposes to complete the inspection of the Water Department's tank and summarize our findings in a report that will include a checklist covering the items the NCDH has indicated will be reviewed and photographic documentation of the condition of the tank. The report will also discuss any items our office believes need further attention. The inspection and report can be completed within three (3) weeks after receipt of your authorization to proceed.

H2M proposes to complete the spring and fall semi-annual inspections and report for a unit price of \$1,500 for each inspection of the multi-legged tank and report, for a total of \$3,000. If this proposal is acceptable to the Village, we request that a purchase order be issued to H2M for this work.

Should you wish to discuss this matter further please contact the undersigned at 985-205-4083.

Very truly yours,

H2M architects + engineers



Arthur M. Eschete, Jr.
Department Manager of Coatings Services
N.A.C.E. Certified Coating Inspector #9625
S.S.P.C. Protective Coatings Specialist #472-427-0833

AME:jym

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**INCORPORATED VILLAGE OF BAYVILLE
PROPOSED LOCAL LAW C - 2023
AMENDMENT TO CHAPTER 80, "ZONING"**

A local law to amend Chapter 80, "Zoning," Article XVIII, "Board of Appeals," of the Code of the Village of Bayville. The Code was adopted by Local Law 2-1978 on May 22, 1978 and last amended by the Board of Trustees on January 23, 2023 by a Local Law 3-2023.

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

SECTION 1. Amend Chapter 80 *Zoning*, Article XVIII, entitled *Board of Appeals*, in part by amending §80-88. *Powers and duties* by adding new subparagraph D which shall read as follows:

D. Board of Appeals decisions.

1. Form of decision.

(a) The board of appeals may render its decision on any appeal or application in a short form format, setting forth the board's determination and conditions, if any, without enumerating the the findings which formed the basis for its determination. Any applicant, or person or persons, jointly or severally aggrieved by a decision of the board, may within thirty (30) days after the filing of the short form decision in the office of the village clerk, file a written demand with the village clerk requesting that the board of appeals render its decision in a long form format containing findings which formed the basis for the board's determination. The village clerk shall promptly deliver the written demand to the chairperson of the board of appeals. The chairperson shall then cause the long form decision to be prepared and upon its approval by the board file it with the village clerk who shall mail a copy thereof to the applicant and the person who demanded the long form decision.

(b) For the purposes of Village Law §7-712-c, in cases where the board renders a short form decision and no written demand requesting a long form decision is filed within the above required thirty (30) day period, the date of filing of the short form decision with the village clerk shall be deemed the date of filing of the board's decision and in cases where the board renders or is required to render a long form decision, the date of the filing shall be extended to the date of filing of the long form decision.

2. Filing of decision and notice. The decision of the board of appeals on the appeal shall be filed in the office of the village clerk within-twenty (20) business days after the day such decision is rendered, and a copy thereof mailed to the applicant.

3. Application to supreme court by aggrieved persons. Any person or persons, jointly or severally aggrieved by any decision of the board of appeals or any officer, department, board or bureau of the village, may apply to the supreme court for review by a proceeding under article seventy-eight of the civil practice law and rules. Such proceeding shall be instituted within thirty days after the filing of a decision of the board in the office of the village clerk, as provided for in in Section D. 1. above.

SECTION II. 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 III. Effective date. This local law shall take effect upon the filing with the Department of State.

**INCORPORATED VILLAGE OF BAYVILLE
PROPOSED LOCAL LAW D - 2023
AMENDMENT TO CHAPTER 77, "WATER"**

A local law to amend Chapter 77, "*Water*," of the Code of the Village of Bayville. The Code was adopted by Local Law 2-1978 on May 22, 1978 and last amended by the Board of Trustees on January 23, 2023 by a Local Law 4-2023.

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

SECTION I. Amend §77-20 entitled *Lien for rents* by adding new subparagraph C. which shall read as follows:

C. Installment payments. With respect to water facility charges, regardless of when incurred, the board of trustees may, in lieu of including such charges in the annual tax levy enter into an agreement with the owner of the affected real property for the installment payment of such water facility charges, at an interest rate and under terms deemed appropriate by the board of trustees, including reimbursement of any incidental costs to the village. If no agreement is made for such installment payments or there is a default under any such agreement by the owner of the affected real property, all amounts due regarding such water facility charges shall remain a lien on the property to be included in the next annual tax levy until paid in full.

SECTION II. 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 III. Effective date. This local law shall take effect upon the filing with the Department of State.

WHEREAS, the Bayville Bridge, one of two entrances in the Village of Bayville originally built in 1898 connecting Bayville and Mill Neck, replaced with the second bridge in 1904 and;

WHEREAS during the latter part of the 19th century and early part of the 20th century Bayville became a popular recreational area and tourist attraction which resulted in the construction of the third bridge in 1922 followed by the construction of the fourth and current bridge in 1938 and;

WHEREAS as the Bayville Bridge has greatly contributed to the economic and historical benefit to the Village and become a major landmark and tourist attraction.

NOW THEREFORE BE IT RESOLVED that an official logo of the Incorporated Village of Bayville shall be comprised of a circular medallion design showing the image of the west side of the Bayville Bridge bordered by the words "Incorporated Village of Bayville, Long Island New York" copy of which is attached hereto and made part of these minutes.

Proposal

LIC NO H1301940000

LOCATED at HICKS NURSERY

North Shore Fence Co., Inc.

100 Jericho Turnpike Westbury, N.Y. 11590
(516) 997-7965

PROPOSAL SUBMITTED TO Incorporated Village of Bayville	PHONE 807-9953	DATE 11/2/2022
STREET 34 School Street	JOB NAME	
CITY, STATE AND ZIP CODE Bayville	COMPLETION DATE	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for

At the generator on the south side of the building, we will supply and install a 6' high chain link fence with green perma hedge. We will reuse the existing wire and hedge from the front gates. We will install all new vertical pipes as well as top rail. There will be 1 48" wide gate installed for access.

Labor and Materials \$ 1800

Off the rear corner of the building, we will supply and install a 6' high black chain link fence until we reach the dirt berm in the woods. The fence will be finished with black winged slats. There will be 1 20' wide double gate installed in the driveway. The existing fence and gates at the front of the building will be removed and carted away.

Labor and Materials \$ 6700

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

1/3 deposit due upon signing balance due upon completion

Note: Signature below authorizes payments debited according to outlined schedule (see above)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. **SEE REVERSE FOR TERMS AND CONDITIONS**

Authorized
Signature _____Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

North Shore Fence Co., Inc. is not responsible for damage to buried utility lines or sprinkler systems caused by fence installation.

Customer responsible to get all permits and variances, and must have fence line staked or properly marked.

SIGNATURE _____

You, The Buyer, may cancel this transaction at any time Prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

ERECTING CONDITIONS:

Purchaser is to properly mark or designate the correct fence lines by stakes or other means. ALL OBSTRUCTIONS WHICH MIGHT IN ANY MANNER INTERFERE WITH THE ERECTING OF THE FENCE, OR GATES SHALL BE REMOVED BY THE PURCHASER PRIOR TO THE COMMENCING OF THE WORK, included is the location and character of any underground wires, pipes, sewers, conduits, sprinkler or pool lines or restrictions of any nature which might interfere with or be damaged by North Shore Fence Co. work or be the cause or occasion of injuries or other damage.

THE PRICE QUOTED IN THIS ESTIMATE IS BASED UPON NORMAL ERECTING CONDITIONS. IF, HOWEVER IT IS NECESSARY TO PERFORM ANY ADDITONAL WORK NOT COVERED BY THIS CONTRACT, A REASONABLE CHARGE IS TO BE MADE TO THE PURCHASER FOR SUCH WORK OR SPECIAL CONSTRUCTION AS AN EXTRA. UNLESS OTHERWISE PROVIDED, THE FENCE IS TO FOLLOW THE EXISTING GROUND LINE. IF GRADING OR FILLING OF THE GROUND IS NECESSARY TO THE PROPER INSTALLATION OF THE FENCE, THIS WORK TO BE DONE BY AND AT THE COST TO THE PURCHASER.

TOTAL PRICE

Minimum Carting charge of \$75. Removal of old fencing, extra charge (unless specifically acknowledge and included in the written proposal)

Total net sum for all the above material delivered and erected. Deposits are required prior to start of fence installation and payments will be made or charged to purchaser's credit card in the manner stated in the contract.

ACCEPTANCE

The above proposal when accepted by the credit department of North Shore Fence Co. at its main office, becomes a contract between the two parties and is not subject to cancellation. It is expressly understood that the price quoted in estimate is for immediate acceptance and all agreements are contingent upon strikes, accidents, fire explosions, delays in transportation, inclement weather, project alterations/delays or causes outside of our control. This proposed fence does not become property of the Buyer until final payment is made to North Shore Fence Co. Therefore, North Shore Fence Co. can withdraw at any time all materials installed by them unless final payment is made as to terms of contract between Buyer and North Shore Fence Co. CUSTOMER IS RESPONSIBLE FOR ALL PLANS, PERMITS AND/OR VARIANCES, LOCATING AND MARKING OF UNDERGROUND UTILITIES PRIOR TO INSTALLATION AND MARKING THE EXACT PROPERTY BOUNDARIES.

"WE, THE SELLER, RESERVE THE RIGHT TO CANCEL THIS TRANSATION AT ANY TIME PRIOR TO MIDNIGHT OF THE FORTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION."

IN CASE OF NON PAYMENT, CUSTOMER IS RESPONSIBLE FOR ALL LEGAL FEES. 2% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS (OVER 30 DAYS).

PVC • CEDAR • ALUMINUM • CHAIN LINK • STOCKADE



161 Denton Ave., Lynbrook, NY 11563
516.561.5800 • williamsfencecompany@gmail.com

JOB ESTIMATE

628-1439 11/14/22
PHONE DATE

TO Village of Bayville
34 School St
Bayville

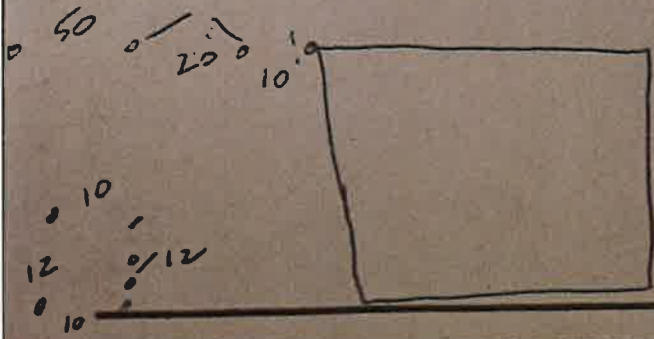
JOB NAME/LOCATION

JOB DESCRIPTION

Install 124' of 6' green vinyl chain link
w/ green PVC top lock privacy slats
1-set 20' x 6' Drive gates on 4" 5540
galvanized posts in 3' concrete footings
All commercial grade hardware.
1 5/8" top and bottom rail galvanized
1-4' x 6' commercial grade walk gate.

\$ 9350⁰⁰

JOB LAYOUT



THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST _____
ESTIMATED BY Pete Williams



COST PROPOSAL

Keep staff and residents safe and informed with the CodeRED system with the quick notifications of time-sensitive information, emergencies and day-to-day operational updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction.

A One (1) year license includes 24/7/365 uninterrupted CodeRED system access and the following:

- CodeRED system set-up, 24/7 support, maintenance and ongoing training
- Unlimited Emergency Voice & SMS messaging
- Unlimited Email, mobile app and social media messaging
- Unlimited CodeRED launcher app for initiating alerts from the field
- Unlimited Users for All departments
- Role-Based security & customization for interdepartmental use
- CodeRED RSS Website widget integration (send alerts to your website)
- Integration and geo-coding of customer supplied data (911 data, utility data, staff rosters etc.)
- OnSolve National residential calling data (typically 1 telephone record per household)
- Swift911 Opt-in data integration
- OnSolve Esri-based mapping and geo-coding
- Unlimited GIS shapefile importing
- Team Builder, surveying, polling, quota fill & delivery confirmation
- Universal Ani message call back feature & customizable caller ID
- 24/7/365 Live technical support
- Aloha/Cameo Hazmat Alerting Integration
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment
- Text-to-Opt-in (ex. Text "BayvilleAlert" to receive important notifications)
- Unlimited Opt-in page Alert Type categories
- Dedicated Support & Client Success Reps
- Marketing Materials

Annual Pricing Plan

\$2,600 = Unlimited Emergency

Thanks for the opportunity to present CodeRED and submit this cost proposal to your agency. If you have any questions, please feel free to contact me directly @ 386-681-7456

1/20/23

INC. VILLAGE OF BAYVILLE

Resolution for Adoption of Proposed Local Law 2023- A “Board of Appeals Procedure”

NEGATIVE DECLARATION & ADOPTION OF LOCAL LAW

WHEREAS, the Board of Trustees of the Village of Bayville (“Village Board”) by resolution dated December 19, 2022 introduced Local Law 2023-A “Board of Appeals Procedure” to amend the Village Law §7-712- b as the same applies to the Village of Bayville for consideration at a public hearing to be held on January 23, 2023, at the Village Hall located at 34 School St., Bayville, NY; and

WHEREAS, the Village Board in accordance with the State Environmental Quality Review Act (“SEQRA”) declares itself to be Lead Agency and has determined that the proposed action is an Unlisted Action which will not result in significant adverse environmental impacts.

NOW, THEREFORE BE IT RESOLVED, that the proposed action will not result in a significant adverse impact on the environment because it is a procedural matter amending the Village Law to allow the rendering of short form and longform board of appeals decisions and extending the time for filing same and

FURTHER RESOLVED, that proposed Local Law 2023-A adopted as Local Law No. 1 of the Year 2023” be, and the same hereby is enacted by the Board of Trustees of the Incorporated Village of Bayville as follows:

Poll of the Board for Vote

Set forth (or attach) text of local law in minutes

**VILLAGE OF BAYVILLE
PROPOSED LOCAL LAW A-2023
“BOARD OF APPEALS PROCEDURE”**

A local law pursuant to Municipal Home Rule §10 to amend Section 7-712-a and 7-712-c of Article 7 of the Village Law of the State of New York in its application to the Village of Bayville to allow for an expeditious procedure for the rendering of decisions of the Board of Zoning Appeals in short form format and long form format.

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

SECTION I. The following subsection of Section 7-712-a of the Village Law as last amended by Chapter 476 of the Laws of 1999 is hereby superseded and amended in its application to the Village of Bayville, New York, as follows:

Section 7-712-a Board of appeals procedure.

9. Filing of decision and notice. The decision of the board of appeals on the appeal shall be filed in the office of the village clerk within ~~five~~ twenty (20) business days after the day such decision is rendered, and a copy thereof mailed to the applicant.

(a) The board of appeals may render its decision on any appeal or application in a short form format, setting forth the board’s determination and conditions, if any, without enumerating the findings which formed the basis for its determination. Any applicant, or person or persons, jointly or severally aggrieved by a decision of the board, may within 30 days after the filing of the short form decision in the office of the village clerk, file a written demand with the village clerk requesting that the board of appeals render its decision in a long form format containing findings which formed the basis for the board’s determination. The village clerk shall promptly deliver the written demand to the chairperson of the board of appeals. The chairperson shall then cause the long form decision to be prepared and upon its approval by the board file it with the village clerk who shall mail a copy thereof to the applicant and the person who demanded the long form decision.

(b) For the purposes of Village Law §7-712-c, in cases where the board renders a short form decision and no written demand requesting a long form decision is filed within the above required 30 day period, the date of filing of the short form decision with the village clerk shall be deemed the date of filing of the board’s decision and in cases where the board renders or is required to render a long form decision, the date of the filing shall be extended to the date of filing of the long form decision.

SECTION II. The following subsection of Section 7-712-c of the Village Law as last amended by Chapter 476 of the Laws of 1999 is hereby superseded and amended in its application to the Village of Bayville, New York, as follows:

§ 7-712-c Article seventy-eight proceeding

1. Application to supreme court by aggrieved persons. Any person or persons, jointly or severally aggrieved by any decision of the board of appeals or any officer, department, board or bureau of the village, may apply to the supreme court for review by a proceeding under article seventy-eight of the civil practice law and rules. Such proceeding shall be instituted within thirty days after the filing of a decision of the board in the office of the village clerk, as provided for in section 7-712-a(9)(b).

...

SECTION III. This local law shall take effect upon the filing with the Department of State.

Note: New words are double underlined. Deletions are ~~struck out~~. Dotted . . . lines set off that portion of a section or subsection which is amended.

1/20/23

INC. VILLAGE OF BAYVILLE

Resolution for Adoption of Proposed Local Law 2023- B “amending Village Law §11-1118
“Water Rents ”

NEGATIVE DECLARATION & ADOPTION OF LOCAL LAW

WHEREAS, the Board of Trustees of the Village of Bayville (“Village Board”) by resolution dated December 19, 2022 introduced Local Law 2023-B to amend Village Law §11-1118 “Water Rents” as the same applies to the Village of Bayville for consideration at a public hearing to be held on January 23, 2023, at the Village Hall located at 34 School St., Bayville, NY; and

WHEREAS, the Village Board in accordance with the State Environmental Quality Review Act (“SEQRA”) declares itself to be Lead Agency and has determined that the proposed action is an Unlisted Action which will not result in significant adverse environmental impacts.

NOW, THEREFORE BE IT RESOLVED, that the proposed action will not result in a significant adverse impact on the environment because it is a procedural matter amending the Village Law to allow the installment payment of water facility charges to the Village and

FURTHER RESOLVED, that proposed Local Law 2023-B adopted as Local Law No. 2 of the Year 2023” be, and the same hereby is enacted by the Board of Trustees of the Incorporated Village of Bayville as follows:

Poll of the Board for Vote

Set forth (or attach) text of local law in minutes

VILLAGE OF BAYVILLE
PROPOSED LOCAL LAW B-2023
WATER RENTS AND CHARGES

A local law pursuant to Municipal Home Rule Law §10 to Amend §11-1118 of Article 11 of the Village Law of the State of New York in its application to the Village of Bayville to allow for the installment payment of water facility charges.

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

SECTION I. Section 11-1118 of the Village Law as last amended by Chapter 892 §3 of the Laws of 1972 is hereby superseded and amended in its application to the Village of Bayville, New York, as follows:

§11-1118 Establishment of water rents and charges

The board of water commissioners shall establish a scale of rents for use of water, to be called “water rents” and charges for the repair and maintenance of water supply facilities, to be called “water facility charges”, and to be paid at such times and in such manner as the board may prescribe. The board may provide that a discount shall be allowed for the prompt payment of water rents within the time required by the board for the payment thereof. Such rents or water facility charges, together with the amount of any penalty prescribed by the board and due for non-payment of such rents thereof within a time prescribed by the board, shall be a lien on the real property upon which or in connection with which the water is used, and such a lien is prior and superior to every other lien or claim, except the lien of an existing tax. Such board shall certify to the village clerk the amounts of all such unpaid water rents or water facility charges, including penalties computed to the first day of the month following the month in which the fiscal year commences, with a description of the real property affected thereby. The village clerk shall present such certificate to the board of trustees and shall enter the same or an abstract thereof in the minutes of the meeting. The board of trustees shall include such amounts in the annual tax levy and shall levy the same upon the real property in default. With respect to water facility charges, regardless of when incurred, the board of trustees may, in lieu of including such charges in the annual tax levy enter into an agreement with the owner of the affected real property for the installment payment of such water facility charges, at an interest rate and under terms deemed appropriate by the board of trustees, including reimbursement of any incidental costs to the village. If no agreement is made for such installment payments or there is a default under any such agreement by the owner of the affected real property, all amounts due regarding such water facility charges shall remain a lien on the property to be included in the next annual tax levy until paid in full.

Whenever an unpaid water rent or water facility charges shall be included in the annual village tax levy, as above provided, the water fund shall be credited with the amount of the unpaid rent and water facility charges, including penalties, and the amount so levied, when collected, shall be paid into the general fund.

SECTION II. This local law shall take effect upon the filing with the Department of State.

Note: New words are double underlined. Deletions are struck out. Dotted... lines set off that portion of a section or subsection which is amended.