

# **INCORPORATED VILLAGE OF BAYVILLE**

**Board of Trustees  
REGULAR MEETING  
JULY 24, 2023**

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Budget Transfers
- ≈ Prior Meeting Minutes
- ≈ Cycling for Change
- ≈ JCAP Grant
- ≈ H2M Proposal
- ≈ Hickory Road Stop Sign
- ≈ License Agreement Amendment
- ≈ Tree Removal Proposal

<b>TO:</b>	<b>MAYOR STEVE MINICOZZI AND THE BOARD OF TRUSTEES</b>		
<b>FROM:</b>	<b>VILLAGE CLERK TREASURER</b>		
<b>DATE:</b>	<b>JULY 24, 2023</b>		
<b>SUBJECT:</b>	<b>WARRANTS AND CLAIMS</b>		
<b>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.</b>			
<b>FUND</b>	<b>CLAIM NO.</b>	<b>WARRANT</b>	<b>AMOUNT</b>
<b>GENERAL</b>			
PAYROLL	6/28/2023	1L	\$ 41,222.45
	77	1M	\$ 3,142.87
PAYROLL	7/5/2023	2A	\$ 46,597.95
	78	2B	\$ 3,552.72
PAYROLL	7/12/2023	2C	\$ 45,522.90
	79	2D	\$ 3,470.73
PAYROLL	7/19/2023	2E	\$ 45,806.46
	80	2F	\$ 3,492.34
	81/100	2G	\$ 1,083,645.99
	101/148	2H	\$ 353,986.54
	149	2I	\$ 1,950.00
<b>TOTAL GENERAL</b>			<b>\$ 1,632,390.95</b>
<b>WATER</b>			
PAYROLL	6/28/2023	1J	\$ 6,944.35
	18	1K	\$ 529.45
	19/20	1L	\$ 8,215.23
PAYROLL	7/5/2023	2A	\$ 7,022.46
	21	2B	\$ 535.40
PAYROLL	7/12/2023	2C	\$ 6,760.11
	22	2D	\$ 515.40
	7/19/2023	2E	\$ 6,666.58
	23	2F	\$ 508.26
	24/29	2G	\$ 32,749.53
	30/38	2H	\$ 11,445.34
<b>TOTAL WATER</b>			<b>\$ 81,892.11</b>
<b>TRUST &amp; AGENCY</b>			
	21/25	1E	\$ 20,170.50
	26/30	2A	\$ 17,362.59
	31/35	2B	\$ 15,743.27
	36/44	2C	\$ 106,299.28
	45/49	2D	\$ 7,656.00
<b>TOTAL T &amp; A</b>			<b>\$ 167,231.64</b>
<b>REVENUE ENTERPRISE</b>			
	8/11	2A	\$ 1,787.91
	12/14	2B	\$ 754.00
<b>TOTAL REVENUE ENTERPRISE</b>			<b>\$ 2,541.91</b>
<b>CAPITAL</b>			
	5	2A	\$ 2,275.00
<b>TOTAL CAPITAL</b>			<b>\$ 2,275.00</b>
<b>COMMUNITY DEVELOPMENT</b>			
<b>TOTAL COMMTY DEVELOP</b>			<b>\$ -</b>
<b>GRAND TOTAL</b>			<b>\$ 1,886,331.61</b>

**INCORPORATED VILLAGE OF BAYVILLE**

DATE: JULY 24, 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**

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.2705	FILMING PERMITS	\$400.00	A.7140.414	RECREATION - BVAC/CONCERTS	\$400.00

EXPLANATION: INCREASE REVENUE AND APPROPRIATION LINE ITEMS TO RECOGNIZE DONATIONS RECIEVED FOR THE BVAC

<b>TOTAL</b>		<b>\$400.00</b>	<b>TOTAL</b>		<b>\$400.00</b>
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**REGULAR MEETING**

**June 26, 2023**

- 2023-99 Board approves Warrants and Claims
- 2023-100 Budget transfers
- 2023-101 Board accepts prior meetings minutes
- 2023-102 Board hires the following summer help:  
Robert Burns - Beach Attendant  
Julien Santoro - Lifeguard  
Nick De Natale - Seasonal Laborer
- 2023-103 Board accepts proposal to landscape top of retaining wall on Merritt Lane
- 2023-104 Board approved request of LVHS Athletic Council to utilize Bayville Avenue for their Homecoming Parade
- 2023-105 Board accepts proposal to install mini-split HVAC system in board/court room
- 2023-106 Board accepts proposal to install audio-visual equipment in the board/court room.
- 2023-107 Board accepts proposal to make renovations to board/court room
- 2023-108 Board accepts proposal to install electrical upgrades to board/court room
- 2023-109 Board accepts quotation for purchase of baseball scoreboard for West Harbor
- 2023-110 Board accept resignation of James Horodecki as Laborer
- 2023-111 Board closes Regular Meeting at 7:03PM

**ORGANIZATIONAL MEETING**

**JULY 3, 2023**

- 2023-112 Board re-appoints Christopher Vivona as Deputy- Village Clerk-Treasurer
- 2023-113 Any appointed officer of VOB can reside in Nassau County
- 2023-114 First National Bank of LI and Metropolitan Commercial Bank are designated as Bank Depositaries.
- 2023-115 Board appoints Prosecuting Attorney.
- 2023-116 Board designates Newsday as official newspaper.
- 2023-117 Garden/Beautification appointments
- 2023-118 A proposed Local Law may be introduced by e-mail.

2023-119 Clerk of the Town of Oyster Bay is designated as the Registrar of Vital Statistics.

2023-120 WHEREAS there is to be held during the coming official year (a) the annual meeting conducted by NYCOM for municipal officials, (b) the training schools for fiscal officers and municipal officers, (c) the training school for fiscal officers and Village officials meetings, etc. and WHEREAS it is determined by the Board of Trustees that attendance by certain municipal officials and employees at one or more of these meetings, conferences or school, benefits the municipality, NOW THEREFORE BE IT SO RESOLVED that this resolution shall take effect immediately. Attendance is authorized under Section 77-B of the General Municipal Law.

2023-121 John Kennedy is appointed as Associate Village Justice

2023-122 Committee of Architectural Review appointments

2023-123 Bayville Environmental Conservation Commission appointments

2023-124 Planning Board appointments

2023-125 Louis Pillari is appointed to the Cemetery Board

2023-126 Zoning Board of Appeals appointments

2023-127 Audit Commission appointments

2023-128 Boating Committee appointments

2023-129 Museum appointments.

2023-130 Board of Water Commissioners appointed

2023-131 Board sets 2022-23 Trustee meeting schedule:

July 25, 2022	August 22, 2022	September 26, 2022
October 24, 2022	November 21, 2022	December 19, 2022
January 23, 2023	February 27, 2023	March 27, 2023
April 24, 2023	May 22, 2023	June 26, 2023
Organizational Meeting July 3, 2023		

2023-132 Board sets fixed mileage rate for personal auto use while performing duties

**Mayor Minicozzi makes the following Mayoral appointments, each for a one-year term:**

**Trustee De Natale** is re-appointed as **Deputy Mayor** and as liaison to the **Garden/Beautification Committee, Water Department** and **Cemetery Board**.

**Trustee Walsh** is re-appointed as liaison to the **Bayville Free Library**.

**Trustee Valsecchi** is re-appointed as liaison to the **Zoning Board of Appeals, Museum Board** and **Building Department**.

**Trustee Santoro** is re-appointed as liaison to the **Planning Board, Recreation Commission** and **Girl Scouts**.

**Trustee DiBartolomeo** is re-appointed as liaison to the **Bayville Environmental Conservation Commission**.

**Trustee Nigro** is re-appointed as liaison to the **Committee of Architectural Review**.  
**Mayor Minicozzi** is re-appointed as liaison to the **Boating Committee, Department of Public Works, Boy Scouts, and Bayville Fire Company #1**.

2023-133 Board closes Organizational Meeting at 6:46PM.

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: 7/17/23

THIS APPLICATION IS MADE ON BEHALF OF Cycling for Change

REQUESTS USE OF FACILITY AT West Harbor Memorial Park

PURPOSE OF REQUEST To be granted permission to use said premises for walk/bike event

DATE ( S ) 10/7/23 TIME 7:00 AM to 12:30 PM

Will Admission be Charged? no

Will Food be served? yes

Group Size: 150

**Will outside vendors be hired? If yes, describe:** no

OFFICER OF ORGANIZATION Santhosh Paulus TITLE Founder, President

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

TELEPHONE # (516) 492 – 1885 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

July 24, 2023

Trustee \_\_\_\_\_ moved BE IT RESOLVED that the Board of the Village of Bayville authorizes the Bayville Village Court to apply for a JCAP grant in the 2023-24 grant cycle up to \$30,000.00.

Seconded by: Trustee \_\_\_\_\_ i

Poll of the Board:

**RESOLUTION 2023-**



May 18, 2023

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

via Email: [malfanohardy@bayvilleny.gov](mailto:malfanohardy@bayvilleny.gov)

**Re: Professional Planning Services for the Incorporated Village of Bayville  
Planning Analysis and Zone Change Support – 34 Ludlam Avenue  
H2M Proposal No.: LP230614**

Dear Mayor Minicozzi:

H2M architects + engineers (H2M) is pleased to provide our proposal for planning services for the Village of Bayville (the Village) related to a proposed zone change. H2M proposes to prepare a Planning Analysis Report and provide SEQRA support related to the proposed zone change.

Our proposal is as follows:

## **SCOPE OF SERVICES**

### **Task 1 – Planning Analysis Report**

H2M proposes to prepare a targeted Planning Analysis Report to evaluate the impact of the zone change at 34 Ludlam Avenue, Bayville, NY 11709. The Planning Analysis Report would include the following:

- 1) **Existing Conditions**: The existing conditions of the subject parcel will be considered including zoning, use, neighborhood context, and community and ecological features.
- 2) **Land Use Plans**: Relevant land use plans will be considered including the Village's Comprehensive Plan and the Local Waterfront Revitalization Plan.
- 3) **Analysis and Alternatives**: The report will consider potential build-out scenarios under the current code and provide a general discussion of potential impacts. The report will also consider build-out potential should the parcel be rezoned to Park Zone.

### **Task 2 – SEQRA Review**

**Review of the FEAF Part 1**: H2M will review the FEAF Part 1 which was submitted by the applicant and evaluate it for completeness and sufficiency. The FEAF review will entail an examination of the proposed project details and research of applicable project site characteristics using publicly available data sets as necessary per the FEAF requirements. Should additional information be required, H2M will prepare a comment letter to the applicant summarizing the additional information needs.

**Coordinated Review**: Once the Full EAF Part 1 is deemed complete and acceptable by the Village, H2M will prepare the Notice of Intent to Conduct an Environmental Review and Lead Agency Declaration letter which, along with the FEAF Part 1, will be disseminated to involved and interested agencies. The Lead Agency letter will indicate that a lead agency must be agreed upon within 30 calendar days. H2M will collect comments submitted from involved agencies throughout that duration, if any, and address them within the FEAF and Negative Declaration, if applicable. As part of this task, H2M will also disseminate the Negative Declaration to the involved and interested agencies with whom the review is being coordinated as applicable.



FEAF Part 2, 3, and Determination of Significance: H2M will assist the Village in preparing the Part 2 and 3 of the FEAF. Based on this review, if a negative determination of significance is warranted, H2M will prepare the negative declaration in accordance with the requirements listed in 6 NYCRR Part 617.7. Once acceptable to the District, the Determination of Significance should be adopted via a resolution by the Village's Board of Trustees.

**Task 3 – Attendance at Village Meetings (as needed)**

At the request of the Village, we will attend public hearings and/or meetings with the Village. For the purpose of this proposal, we have assumed attendance of two (2) in person meetings.

**FEE SCHEDULE**

H2M proposes to perform the aforementioned scope of work with the following breakdown:

Task 1: Planning Analysis Report .....	\$6,000.00 (Hourly)
Task 2: SEQRA Review .....	\$5,000.00 (Hourly)
Task 3: Attendance at Village Meetings .....	\$1,000.00 (Hourly)

We propose to provide these services on an hourly basis, with a not to exceed fee of \$12,000.00. Should additional work be required you will be notified in advance and additional services can be discussed at such time. For our mutual convenience, any future adjustments to our scope of services determined to be warranted may be authorized through email correspondence. Outside expenses such as express mailings, photocopies, purchase of documents from agencies, etc. will be billed as reimbursable expenses at our direct cost. Mileage will be billed at the current rate authorized by the Internal Revenue Service.

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, dated September 7, 2012. If you are in agreement with this proposal, please sign at the proper location at the bottom of this document and return a copy to our office.

Should you wish to discuss this matter further please contact the undersigned at extension (631) 756-8000 x1745.

Very truly yours,  
H2M architects + engineers

Lisa M Rickmers  
Senior Environmental Planner

Sharon Norton Remmer  
Vice President  
Director of Planning

cc: Maria Alfano-Hardy, Administrator  
MWK – H2M  
SNR – H2M



**PROPOSAL AGREED & ACCEPTED BY:**

**Signature:** \_\_\_\_\_

**Print Name:** Steve Minicozzi

**Title:** Mayor

**Client:** Inc. Village of Bayville

**Address:** 34 School Street  
Bayville, New York 11709

**Date:** \_\_\_\_\_

July 7, 2023

VILLAGE OF BAYVILLE, NEW YORK

Re: Resolution for Traffic Order to make intersection of Bayville Park Boulevard and Hickory Road a “STOP” intersection

RESOLVED, the Board of Trustees of the Incorporated Village of Bayville, pursuant to Vehicle and Traffic Law §1603 and Village Law §20-2002 hereby issues the following Traffic Order;  
and

FURTHER RESOLVED, the Highway Department is hereby directed to place and maintain the appropriate traffic control device(s) complying with the manual and specifications adopted by the Department of Transportation as required below:

**Stop Sign on**  
Hickory Road

**Direction of Travel**  
South-East

**At intersection of**  
Bayville Park Boulevard

## FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (“First Amendment”) is made and entered into by and between VILLAGE OF BAYVILLE, a municipal corporation (“Licensor”), and T-MOBILE NORTHEAST, LLC formerly known as OMNIPPOINT FACILITIES NETWORK 2, LLC, a Limited Liability Company (“Licensee”).

### RECITALS

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement dated June 25, 2003 (the “License”), with respect to the Licensed Property located at the northwest corner of School Street and Godfrey Avenue, Bayville, New York, also known as Section 29, Block 93, Lot 34.

B. Licensor and Licensee desire to enter into this First Amendment in order to modify and amend certain provisions of the License.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. The foregoing Recitals are expressly made a part of this First Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the License.
2. The following is added to Paragraph 6 of the License:
  - i. The term of the License is hereby extended to 10/12/2023 (the “Current Term”), and Licensee shall have the right to extend this License for five (5) additional five-year terms (each, a “Renewal Term”), respectively, on the same terms and conditions as set forth in the License. The License shall automatically renew for each Renewal Term, unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew the License at least thirty (30) days prior to the expiration of the Current Term or immediately preceding Renewal Term. All references to Renewal Term in the License shall include the Renewal Terms set forth in the First Amendment. If Licensee shall remain in possession of the Premises at the expiration of this License without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the License.

3. Licensee's addresses for notice purposes in Paragraph 17 of the License are hereby deleted and replaced with the following:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: License Compliance/Site No.LI12065E

4. Each person signing this First Amendment on behalf of Licensor or Licensee represents that he or she is duly authorized to sign this First Amendment and to bind the party on behalf of which such person is signing. If there is a conflict between the License and this First Amendment, this First Amendment shall prevail.
5. Licensor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Licensor's execution of this First Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.
6. The License remains in full force and effect as amended by this First Amendment and is hereby ratified and confirmed by the parties.
7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date of the last signature below.

Licensee:

T-Mobile Northeast, LLC

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

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

Title: \_\_\_\_\_

Licensor:

Village of Bayville

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

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

Title: \_\_\_\_\_



# CSHL INC.

Cold Spring Harbor Landscaping & Tree Service  
57 12th St. Locust Valley, NY 11560  
516-801-4543 631-549-5590

Estimate   
Proposal

Customer		Phone #	Date:
Inc village of Bayville			6-5-2022
Address:			
34 School St			
City: Bayville NY 11709		Zip code:	

Description	Amount
We hereby submit specifications and estimate for: To Remove Four Trees at the end of sixteen st	
Two dead poplar and one half dead locust and one catalpa tree	
Remove ivy off two locusts	
Remove dead limb off big poplar tree near the road and cut back over hanging branches over the road	4200.00
Total:	4200.00
Deposit:	00.00
Balance:	4200.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:  
 \$ Four thousand two hundred and 000 Dollars  
 with payments to be made as follows: when job is completed

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Respectfully submitted BY Guillermo Villalobos

Note- this proposal may be withdrawn by us if not accepted within \_\_\_ days.

### Acceptance of Proposal / Contract

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

Signature

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_