

INCORPORATED VILLAGE OF BAYVILLE

**Board of Trustees
REGULAR MEETING
NOVEMBER 27, 2023**

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Budget Transfers
- ≈ Prior Meeting Minutes
- ≈ Fence Proposal
- ≈ Acoustiblok
- ≈ Neptune/Springbrook
- ≈ Library Alarm System
- ≈ Pine Howard

**BOB BLEISTEIN
PRESENTATION**

[illegible]

REGULAR MEETING
OCTOBER 23, 2023

2023-172 Board approves Warrants and Claims

2023-173 Budget transfers

2023-174 Board accepts prior meetings minutes

2023-175 Board approves all non-union, exempt, and appointed employees shall be able to carry forward into the next calendar year any unused vacation and sick time, and BE IT FURTHER RESOLVED that all non-union, exempt, and appointed employees shall be paid out weekly all their unused vacation and sick time upon separation of service or retirement. Pay outs for any non-union, exempt, or appointed employee hired after October 23, 2023, will be limited to a combined one hundred days of unused vacation and sick time.

2023-176 Board approves proposal from Bobby B's Custom Floor Covering to replace the floor In the museum general store for a price not to exceed \$2500.00.

2023-177 Board hires Joseph Pisano and Alex Johnson as Sanitation/Laborers

2023-178 Board approves request of Village Preschool to hold their end-of-year beach party at West Harbor Beach on June 5, 2024.

2023-179 Board approves the proposal from Bridge Marine to remove in Fall 2023 and reinstall In Spring 2024 docks and floats at West Harbor and Creek Beach for a total \$9800.00

2023-180 Board acknowledged the audit for year end 5/31/2023 was conducted

2023-181 Board approves the proposal from Sourcepass Total, LLC for manage information Technology services

2023-182 Board closes the Regular Meeting at 7:31PM

Contract

LIC NO H1301940000

North Shore Fence Co., Inc.

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

PROPOSAL SUBMITTED TO Incorporated Village of Bayville		PHONE	DATE 10/24/2023
STREET		JOB NAME End of Fifteenth Street	
CITY, STATE AND ZIP CODE		COMPLETION DATE	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for

At the end of the road, there is a set of chain link double gates that are currently not operable. We will remove the gates. We will need to install a new 3" terminal post to replace the damaged post on the east side. The west side post will need to be re cemented. When the concrete cures, we will reinstall the gates level and plumb on the posts

In addition, we will supply and install app 12 feet of new 6' high black chain link fence and top rail to repair the damage from the fallen tree.

The price includes the removal and cart of damaged fence

Labor and Materials \$ 1095

Tax exempt

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

1095
dollars (\$ _____)

Payment to be made as follows:

1/3 deposit - 1/3 job start - balance 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.

North Shore Fence's ethos is to act on behalf of the client. Our goal is simple: to ensure that the fence project is completed in a clean and professional manner. The experience should be easy and stress-free for the homeowner. In doing so, we will:

- Work with you ethically and honestly,
- Provide the exact product as promised and ensure it performs exactly as intended,
- Alleviating all potential hazards to you, your family and your home,
- Exercising effective managerial control and oversight of the installation,
- To have continuous comprehensive insurance protecting you and your property,
- Ensure that you are satisfied with your decision to work with us,
- Projecting a reasonable profit at a fair and reasonable cost to you.

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, gas 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. NORTH SHORE FENCE IS NOT RESPONSIBLE FOR CRACKS OR DAMAGE TO STOOPS, MASONRY, CEMENT OR THE LIKE DURING/AFTER THE INSTALLATION

TOTAL PRICE

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).

Terms Read and Accepted: _____

PVC • CEDAR • ALUMINUM • CHAIN LINK • STOCKADE



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

TO Village of Bayville
15th ST
Bayville.

JOB ESTIMATE

11/6/23
PHONE _____ DATE _____
JOB NAME/LOCATION _____

JOB DESCRIPTION Take down existing drive gates reset 1-
existing post. Install 1- new 3" gate posts
Rehang gate. Install 20' of 6" Black chain link
1- new 1 3/8" Top rail and all necessary fittings.

\$1850⁰⁰

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 _____



Estimate

Date Nov-01-2023

Estimate # CO10045557
(Valid for 60 days)

Sales Rep comeara@acoustiblok.com

Bill to:

Incorporated Village of Bayville
Steve Minicozzi

34 School Street
Bayville, NY 11709

EM: sminicozzi@bayvilleny.gov

Ship to:

Village of Bayville
Steve Minicozzi

34 School Street
Bayville, NY 11709
USA

PH:516-628-1439

Remit to:

Acoustiblok, Inc.
6900 Interbay Blvd
Tampa, Florida USA 33616
P:(813)980-1400
F:(813)549-2653

P.O.#	Sales Rep	Terms	EST Ship Date	F.O.B	Ship Via	Ship Notes	EST Weight
	CO	NET 30		Tampa, FL	FreightWise		918

Qty	Item	Description	Unit Price	Total Price
1	ProjectName	Bayville West Harbor Beach - Pickleball Black 11' 10 " H x 61'	\$0.00	\$0.00
11	AF6-VS6XLB	NEW, Patented Industrial Acoustifence® Vertical Section, 6 ft. W x 11 ft. 10 in. H x 1/8 in thick; internally reinforced to 1,974 LB PSI TENSILE STRENGTH, Black; approx. 6 lbs. per linear ft, grommets 8 in. apart on top, 6 in. apart on sides and a pair 3 in. apart centered every 18 in., 6 in. up from bottom. Includes 250LB silver stainless steel cable ties(Black are available at \$ 1.49 each). (sold by linear ft.) AF6 material > 200mph wind load tested. Foliage overlay available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS.	\$780.00	\$8,580.00
480	AF-GHP	AcoustiFence grommet hole plugs. VERY essential, considering how much sound comes out of your cell phone's extremely small speaker holes and the grommet holes are many times larger with approximately 100 in each fence.	\$0.25	\$120.00
1	Notes	Please include 375 - 14 stainless steel cable ties at n/c	\$0.00	\$0.00
1	DISCLAIMER-AFAD	AcoustiFence Acoustical Disclaimer-Outdoor Noise is only capable of being reduced; it is impossible to totally stop. Your noise reduction is relevant to many variables, i.e., surrounding noise reflecting objects like buildings or trees, elevations of listener vs. noise source, noise frequencies, wind, or the height of the AcoustiFence noise barrier.	\$0.00	\$0.00
1	DISCLAIMER-AFSD	Structural integrity of installation & structure the AcoustiFence is attached to, is entirely the responsibility of the customer. Wind can be dangerous on large surface areas. Consult with proper engineering to determine safest fence structure and installation, even if using our install suggestions, from various customers. Installation/maintenance in windy conditions can be dangerous and should not be done.	\$0.00	\$0.00
1	DISCLAIMER-FRT 01	Acoustiblok Inc. makes no guarantee nor assumes ANY liability whatsoever relative to shipping out or arrival times of shipments. Customer/consignee agrees to be responsible for storage and return freight charges for shipment not picked up or accepted. Customer must have ability to unload product, i.e. fork lift if lift gate not included in freight charge or noted on this document. Freight charges subject to change due to fuel index.	\$0.00	\$0.00



Made in the U.S.A



All U.S Materials
for over 20 years



"a NASA Spinoff
listed company"

Estimate

Date Nov-01-2023

Estimate # CO10045557
(Valid for 60 days)

Sales Rep comeara@acoustiblok.com

Qty	Item	Description	Unit Price	Total Price
1	FRGHT- FreightWise	\$581.20	\$581.20	\$581.20
		918# (1)pallet 78x36 Commercial Delivery appt 3-4 Business days est transit		

NOTE: CREDIT CARD PROCESSING FEE, AMEX 3.5%, ALL OTHERS 3%
Note:"TAKE OFF OR QUANTITY OF MATERIALS IS THE RESPONSIBILITY OF
PURCHASER
West Harbor Beach

Subtotal: \$9,281.20
Sales Tax: \$0.00
Total: \$9,281.20

Signature below indicates acceptance of this Estimate including terms and conditions www.acoustiblok.com. Signing for Acoustiblok, Inc.  Lahnne Johnson, President. All sales final. No refunds/credits. No other warranties implied or verbal agreements beyond this contract. Estimates of quantities required or shipping times are only estimates. "Soundproof" is a degree of sound reduction impossible to be 100%. All of our Patented Products are "Sole Source" and ONLY sold through us.

Authorized Signature: _____ Print Name _____ Date _____

Title _____

RIO Supply Inc. of New York

Sole Source

100 Allied Parkway
Sicklerville, NJ 08081
800-390-8060
856-719-0081
973-228-2603 fax

Tri-State Level One Distributor for Neptune Technology Group
Sole Source for Westchester, Rockland, Orange, Nassau and Suffolk

SEND TO Company name Village of Bayville	From Steve Meehan Yasemin Tiess
Attention Andrew Petti/Lee Kessler	Date 11/14/2023
Office Number	Email stevemeter@gmail.com yazmeter@gmail.com
Email apetti@bayvilleny.gov lkessler@bayvilleny.gov	Voice Mail 609-315-1618 914-879-8522

PRELIMINARY BUDGETARY NUMBERS for 2023

QTY	DESCRIPTION	COST/UNIT	AMOUNT
2600	Upgrade to Neptune 360 software for 2,600 endpoints in 2023		
	Yearly Neptune 360* with use of Village tablets	\$ 1.44	\$ 3,744.00
1	Yearly mapping module - can be used on tablets and smartphones	no charge	
1	Neptune 360 Setup	\$ 2,250.00	\$ 2,250.00
1	New Beltclip Transceiver	\$ 5,800.00	\$ 5,800.00
1	MRX version 4	\$ 10,000.00	\$ 10,000.00
1	RIO Supply Premium Support with unlimited phone, remote, and in person technical sessions as well as loaner equipment	\$ 3,000.00	\$ 3,000.00
	SUBTOTAL Year 1	\$	24,794.00
	SUBTOTAL Year 2	\$	6,848.00

Please note there may be a charge from your billing company if changes are required to your file layout

*Expect possible yearly CPI price increase

Detailed specs, manuals and guides are available at www.neptunetg.com

Order Form: Q-22105-1
Date: 11/14/2023, 1:09 PM
Expires On: 2/12/2024



Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Maria Alfano-Hardy
Village of Bayville, NY
34 School St.
Bayville, New York 11709
malfanohardy@bayvilleny.gov

Bill To:
Maria Alfano-Hardy
Village of Bayville, NY
34 School St.
Bayville, New York 11709
malfanohardy@bayvilleny.gov

Account Manager	E-mail	Phone Number	Payment Terms
Travis VanDervort	travis.vandervort@sprbrk.com	(518) 520-4700	Net 30

Estimated Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC (%)	NET PRICE
Standard Professional Services	Standard Professional Services - Upgrade to Neptune 360	USD 220.00	8	0.000	USD 1,760.00
Estimated Professional Services Total:					USD 1,760.00

Order Details

Customer Name: Village of Bayville, NY

Customer Contact: Maria Alfano-Hardy

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

This Order Form shall become effective as of the last date of signature (the "Effective Date").

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Estimated Professional Services,
On-Site Professional Services, and
Travel Expenses*:

Invoice Timing

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

**Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Village of Bayville, NY

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order # (if required) _____



151 Fairchild Avenue Suite 2
Plainview, NY 11803
P. 516.833.1333 ~ F. 516.833.1337
New York State License 12000305834

**Annual Fire Alarm Testing, Inspection & Maintenance
Plus Central Station Monitoring
3-Year Service Agreement**

**Bayville Free Library
34 School Street
Bayville, Ny 11709**

**Attn: Ashley Birbal
Bayville Free Library**

**Prepared by: Patrick Stefanak
Safeway Fire & Protection Company**



SAFEGWAY Fire & Protection Company
151 Fairchild Avenue Suite 2 Plainview, NY 11803
t: 516-833-1333 f: 516-833-1337
www.safewayfire.com

Agreement Number
20QQ19552
10/31/2023

Service Agreement

By ("Seller")	AND	Between ("Customer")	Bill To (if different)
Safeway Fire & Protection Company 151 Fairchild Ave Ste 2 Plainview, NY 11803		Bayville Free Library 34 School Street Bayville NY 11709	

Agreement made this _____ day of _____, 20____ by and between (the "Seller") Safeway Fire & Protection Company and (the "Customer") Bayville Free Library

34 School Street, Bayville, NY 11709

For services provided at the following equipment / system location:

Bayville Free Library - Ashley Birbal
34 School Street Bayville, NY 11709

Description of Service (please indicate desired services by selecting from the following): Price/yr

[X] Fire Alarm System Inspection & Test : The annual inspection is to include testing and inspection of the Smoke Detectors, Heat Detectors, Duct Detectors, Manual Pull Stations, Warden Phones and all other alarm initiating devices. All control panel functions along with audible/visual devices will be tested for proper operation. Upon completion of our inspection, a summary will be forwarded to the proper representatives. Quarterly Water flow and Tamper Switches electronically tested as required by code

This contract price is for the inspection to be performed during normal working hours 8am-4:30pm and does not include normal and/or emergency calls which will be billed at the hourly rates listed. There will be additional charges for any overtime authorized by customer.

If there is a special time frame or there are certain circumstances that require your inspection to be completed by, it is the responsibility of you (the customer) to call into our office to schedule a technician.

[X] Central Station Monitoring

3-Year Service Agreement

Year 1: \$3,820.00

Year 2: \$3,820.00

Year 3: \$3,820.00

Total: \$11,460.00

Additional Travel and Labor Charges for Service Calls Apply (per hour/4 hr min):

Contract Labor Rates Per Hour:

M-F: 8 A.M. to 4 P.M.: \$155.00/hr 4hr min.

After Hours M-F & Saturday: \$232.50/hr 4hr min.

Sunday and Holidays: \$310.00/hr. 4hr min

Note: Rates are subject to change

***** For 24 Hour Emergency Service Call (516) 833-1333*****

Total \$11,460.00

FIRE ALARMS ~ BURGLAR ALARMS ~ CCTV ~ ACCESS CONTROL ~ INTERCOMS

Licensed by The State of New York to Service and Maintain Security and Fire Alarm Systems. License # 12000305834

Page 1 of 2



2 of 6



SAFEGWAY Fire & Protection Company
151 Fairchild Avenue Suite 2 Plainview, NY 11803
t: 516-833-1333 f: 516-833-1337
www.safewayfire.com

Agreement Number

20QQ19552

10/31/2023

NOTES:

Annual Fire Alarm Inspection = \$3,120.00
Central Station Monitoring = \$700.00

Exclusions:

- Service Calls
- Deficiency Repairs

PAYMENT TERMS:

As a condition of performance, payment of the service fee is to be made yearly in advance to cover services in the succeeding twelve (12) month period.

Payment Options:

[] Semi-Annual (50% due at signing, balance due in 6 months)

Safeway Fire understands the challenges of this difficult economy and with managing cash flow; therefore we have implemented our supplemental payment policy. All semi-annual Safeway Fire accounts will require a supplemental payment option. The supplemental payment option is a credit card and credit card authorization form on file. If the semi-annual option is selected, and an account becomes more than 45 days past due, the on-file credit card will be charged for the past due balance. If you do not wish to have a credit card kept on file, you may opt to pre-pay for your services in advance using our convenient annual billing option

In accepting this Service & Maintenance Agreement, Company agrees to the terms and conditions contained herein. It is understood that these terms shall prevail over any variation in terms and conditions or other document that the Customer may issue.

Proposed By:

SAFEGWAY Fire & Protection Company
Patrick Stefanak
Service Sales Associate
pstefanak@safewayfire.com

Approved and Accepted By:

Signature:

Date:

Print Name:

Title:



INSPECTION AND SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT ("AGREEMENT") AND ANY RELATED EQUIPMENT PROVIDED TO THE CUSTOMER HEREUNDER. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

TERM OF AGREEMENT AND RENEWALS - The term of this Agreement shall be in effect for a period of Three (3) years from the date provided herein and shall automatically renew under the same terms and conditions for successive terms of N/A, unless terminated by either party upon at least thirty (30) days advance written notice of its intention to terminate the Agreement at the expiration of the then current term but not earlier than one hundred and twenty (120) days advance written notice prior to the original term or of any renewal thereof.

PAYMENT - As a condition of performance, payment of the service fee is to be made yearly in advance to cover services in the succeeding twelve month period. The Seller shall have the right to increase the charges provided herein at any time or times after the expiration of one year from the date of commencement of this Agreement, upon giving Customer not less than thirty (30) days written notice in advance of the effective date of such increase. Should Customer be unwilling to pay the increased charge, Customer must so notify the Seller in writing not less than twenty (20) days prior to the effective date of the increase and the Seller shall have the right to terminate service, to amend the amount of the increase, or at its option not to implement the increase thereby binding Customer to the full term of this Agreement. Failure to notify the Seller in writing shall constitute Customers consent to the increase. Customer agrees to pay all invoices rendered by The Seller within five (5) days of the date thereof, and further agrees to pay a late payment interest charge at the rate, of one and one-half (1.5%) percent per month on all unpaid balances. Customer agrees to pay all taxes including state and local sales tax however designated, levied or based on the service charges pursuant to this agreement. Customer agrees to pay: all charges made by the telephone Seller or other Communication network provider relating to the transmission of signals between Customer's premises and the Monitoring central Station: all fees or charges, including false alarms assessments, imposed by any governmental Authority, Police or Fire Department, relating to this installation or service: for the cost of any charges to the Or made necessary by any agency or body having jurisdiction

CUSTOMER'S RESPONSIBILITIES - Customer agrees (a) to provide a safe working environment and encumbered access to all spaces where work is to be performed by Seller, (b) to provide necessary equipment to reach inaccessible equipment and peripheral devices, (c) to supply suitable electrical service; and that in the event of an emergency or system failure reasonable safety precautions will be taken to protect life and property during the period of time from when Seller is first notified of the emergency or failure and until such time as Seller notifies the customer that the system is operational or the emergency has cleared.

SELLER'S RESPONSIBILITIES - Seller will maintain the system in good working order in accordance with the generally accepted industry standards of workmanship. This includes where applicable, the adjustment and replacement of serviceable parts in the main frame and panels.

TESTING OF THE SYSTEM - It is understood and agreed that the system once installed, is in the exclusive and control of the Customer, and it is the Customers responsibility to periodically test the operation of the systems and to notify the Seller immediately of any claimed inadequacy of equipment failure. Such Testing should be done at least monthly as well as following any changes to the telephone service at the Customer's premises.

MAINTENANCE / REPAIR - (a) Repair service shall be performed between the hours of 8:00 AM and 4:00 PM on normal business days excluding Saturdays, Sundays and holidays and shall be performed as promptly as possible following receipt of notice from the Customer of the necessity to service the system. (b) The seller agrees, pursuant to the terms and conditions hereof, to provide all labor and materials, parts, and equipment to service the system due to ordinary wear and tear only. Customer agrees not to alter, remove, or tamper with the installed system nor to permit the same to be done to safeguard and insure the system against loss or damage. Should the system of any thereof be damaged or destroyed by fire, water, lightning or electrical surge, riot vandalism, intrusion or other extraneous cause, repairs or replacement thereof shall be paid by, Customer. Customer further agrees to bear the cost of repairs, replacement, relocations or additions to the system made necessary as the result of any painting, alteration, renovation, or re modeling of Customers premises. (c) If Fire Inspection service is provided herein, as a part of any such inspection the Seller will make all required adjustments and will advise the Customer of any maintenance or repairs that may be further required. Upon consent of Customer such maintenance or repairs shall be performed on a time and materials basis at the Seller's prevailing charges. (d) The Seller makes no representation or warranty that there will be no interruption in service or delay in performing maintenance or repairs, Customer agrees that the Seller shall have no liability for any loss or damage sustained by the Customer due to any delay in dispatching an employee, arrival at the premises or servicing the system, regardless of whether the delay is due to the sole, joint or several negligence or gross negligence of the Seller, its employees, agents suppliers and subcontractors.

TRANSMITTER INSTALLATION - Customer agrees: (a) That the installation charge quoted herein is based on the Seller's ability to perform the installation during normal working hours and with its own personnel and that if for any reason this installation or any part Thereof must be performed by an outside contractor or during other than normal working hours the installation charge is subject to a surcharge which shall reflect the additional cost. (b) To provide all necessary uninterrupted 110 volt AC power, electrical outlets and telephone jacks and Interfaces as required by Seller.

CENTRAL STATION MONITORING SERVICE - (a) Upon receipt of signals from the premises of the Customer, the Seller or designated monitoring station shall make a reasonable effort to notify by telephone the appropriate municipal police department, fire department or other responding agency and/or the Customer of his designee. (b) Customer agrees to furnish in writing and when necessary to modify in writing; a list of persons authorized to be on premises: a list of persons shall be notified in the event of an emergency: a list of Holiday and opening and closing times in open/close monitoring service is provided. (c) Customer acknowledges that signals which transmitted over telephone circuits or via radio telemetry pass through communication networks that are wholly beyond the control of the Seller and, thereof, the Seller shall not be responsible for any equipment or network failure which prevents alarm signals reaching the central monitoring station or loss or damage arising thereof. (d) customer understands that a digital central station transmitter is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central monitoring station and if the telephones inoperative there is no indication of this fact at the monitoring station. Customer understands that the alternative or additional protection can be installed at the Customers request and expense.

WARRANTY - (a) Inspection Warranty - Seller makes no warranty, expressed or implied, in connection with any inspection services provided hereunder. (b) Services Warranty - For any services provided on a time and materials basis, and excluding inspections services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within one (1) year from the date services are completed, Seller will re-perform the non-complying services at no additional charge. (c) Products/Replacement Parts Warranty - Any equipment or replacement parts provided by the Seller will be warranted for a period of 1 year from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designated, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by Seller.

Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL AND WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANT OR FITNESS FOR PARTICULAR PURPOSE OR USE.



INSPECTION AND SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS (cont'd)

DEFAULTS AND REMEDIES-Customer understands and agrees that due to the nature of the services to be provided by the Seller, payments to be made by Customer during the term of this agreement form an integral part of the Seller's anticipated profits and that in the event of Customer defaults in the payment of any amounts due herein, the entire balance of all payments for the entire term of this agreement shall immediately become due and payable. In addition the Seller, may exercise any one or more of the following remedies: (a) remove all of its owned equipment from the premises of Customer without assuming any obligation to repair, restore or redecorate those premise (b) discontinue monitoring the system and/or to render the transmitter incapable of communicating with the Central Station (c) collect all sums it may be entitled to under the law as well as attorney's fees, collection costs and interest. If Customer or his landlord should refuse to permit the Seller access to the premise for purpose of removing Seller's equipment within (7) days after demand therefore, all such equipment may, at the Seller's option be deemed to be sold to the Customer.

FORCE MAJEURE - Seller shall not be liable for any failure to perform or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including but not limited to Customer strikes, industrial disputes, riots, flood, fire, acts of God, war, vandalism, national emergency, acts of terrorism, embargos or restraints, supplier default, extreme weather or traffic conditions, order or any other cause beyond the control of the Seller including interruption of telephone services and the Seller shall not be required to supply any service to the Customer while such interruptions continue.

SUSPENSION OR CANCELLATION- This agreement may be suspended or cancelled without notice and without liability or penalty, at the option of the Seller, in the event that the Central Monitoring Station, connecting wires or other equipment are destroyed or damaged by fire or other catastrophe. Likewise this Agreement may be cancelled by Customer in the event Customer's premises are so damaged or destroyed.

RIGHT TO SUBCONTRACT- Customer acknowledges the Seller has the right to subcontract some or all of the Services provided for herein and agrees that the provisions of this agreement insure to the benefit of and are applicable to any subcontractors engaged by the Seller.

THIRD PARTY INDEMNIFICATION- Customer agrees to and shall indemnify, defend and hold harmless the Seller its employees, agencies, and subcontractors, from and against all claims, lawsuits, losses and expenses which claim and/or lawsuit is brought by or which loss and/or expense is sustained by parties or entities other than the parties to this agreement (therein referred to as "Third Parties"). To the greatest extent permitted by law, this provision shall apply to all claims, lawsuits, losses, and expenses caused by the Seller's performance, whether negligent or grossly negligent, active or passive and to all claims based upon defects in design, installation, maintenance, repair, monitoring, dispatch, response, operation or non-operation of the equipment or system, whether due to the sole, joint or several negligence or gross negligence of the Seller its employees, agents or subcontractors, breach of contract, breach of warranty, express or implied, product or strict liability. This agreement by Customer to indemnify the Seller against third party claims as hereinabove set fourth shall not apply to claims for loss of damage caused directly and solely by the negligence of an employee of the Seller while on Customer's premises.

LIMITATION OF LIABILITY - It is understood and agreed that neither the Seller nor any third party designated by the Seller shall be required to provide insurance covering personal injury, death and property loss or damage on or to Customer's premises and that all insurances desired by Customer shall be obtained by Customer and that the payments provided for herein are based solely on the value of the services provided and are unrelated to the value of Subscribers' property or the property of others on Subscriber's premises. The Seller does not guarantee, represent or warrant that the system will prevent any loss, damage, or injury to persons or property, by reason of burglary, theft, holdup fire, or other cause, or that the system will in all cases provide protection for which it is installed or intended. The Seller makes no representations or warranties and hereby disclaims any warranty of merchantability or fitness for any particular use. The Seller assumes no responsibility for any losses which may occur even due to The Seller's negligent performance or failure to perform any obligation under this agreement. If not withstanding the above provisions, there should arise any liability on the part of the Seller as a result of burglary, theft, hold up, fire or any other cause what so ever, due to the failure of the Seller to perform any of its obligation herein, including but not limited to installation, monitoring, maintenance or response or due to the failure of the equipment or system if any respect whatsoever, such liability shall be limited to an amount equal to six (6) times the monthly service charge shown herein or to the sum of \$250, whichever is greater, and this liability shall be exclusive. The provisions of this paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of obligations under this Agreement or from negligence, active or otherwise, of the Seller, its agents employees contractors, or suppliers. Any action by Subscriber against the Company must be commenced within one year of the occurrence of any loss or will for all purposes be deemed waived. All actions or proceedings against the Seller must be based on the provisions of this Agreement. In the event the Subscriber wishes to increase the maximum amount of such limited liability, subscriber may, as a matter of right, obtain from the Seller a higher limit by paying an additional monthly service charge to the Seller. If the subscriber elects to exercise this option, a rider shall no way be interpreted to hold the Seller as an insurer. Any action commenced by Customer must be brought in a court of competent jurisdiction in the County of Suffolk, State of New York. Each party hereto expressly agrees to waive its rights to bring an action before a jury.

SUBROGATION- Customer and all parties claiming under it do hereby release and discharge the Seller from and against all hazards covered by insurance in or on Customer's premises, including all deductibles and retained limits as well as loss of damage in excess of policy limits. It is expressly understood and agreed that no insurer or bond of seller or their successors or assigns shall have any right created by any agreement, document or procedure; and Seller on its behalf and on behalf of its insurers waives any and all rights subrogation.

ASSIGNMENTS- This agreement is not assignable by Customer without the prior written consent of the Seller and any such assignment without prior approval shall be deemed a breach of the agreement. Customer may not assign any rights insuring under this agreement or under the relationship created here in either voluntary or by operation of law without written consent of the Seller. The Seller shall have the right to assign this Agreement and shall be relieved of any obligation created herein upon such assignment.

WAIVER OF BREACH- In the event that the Seller shall waiver any breach by the Customer, it shall not be construed as a waiver of any subsequent breach, and the Seller's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless, waived by the Seller in writing. The Seller's rights hereunder shall be cumulative, and any such rights may be excised concurrently and shall include all remedies available under law and equity even though not expressly referred to herein.

ENTIRE UNDERSTANDING- Customer acknowledges that he has read and understands this entire Agreement that he has received a copy of this agreement and that there are not verbal understandings changing or modifying any of the terms of this Agreement. Should there arises any conflict between this Agreement and Customer's purchase order or any other document, this Agreement shall govern, whether such purchase order or document is prior to or subsequent to this Agreement. Should any provision of this Agreement be deemed void, the remaining parts shall not be affected.

SIGN HERE

FIRE ALARMS ~ BURGLAR ALARMS ~ CCTV ~ ACCESS CONTROL ~ INTERCOMS

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10/31/2023 20QQ19552 Bayville Free Library

FIRE ALARMS ~ BURGLAR ALARMS ~ CCTV ~ ACCESS CONTROL ~ INTERCOMS

Licensed by The State of New York to Service and Maintain Security and Fire Alarm Systems. License # 12000305834

LEASE AGREEMENT

AGREEMENT dated, ____ day of April 2021 between the INCORPORATED VILLAGE OF BAYVILLE ("Village" or "Landlord") with offices at 34 School St., Bayville, NY and THE BAYVILLE FREE LIBRARY ("Library" or "Tenant") with offices at 34 School St., Bayville, New York.

RECITATIONS

1. The Library was incorporated under a provisional charter by the Board of Regents on December 3, 1903; and
2. The Library charter was made absolute on May 2, 1912 and was duly amended on February 10, 2009 and said charter continues to be in full force and effect; and
3. The Village was incorporated on March 26, 1919; and
4. The Village has allowed the Library to use and occupy part of the Village owned building located at 34 School Street, Bayville New York ("Village Building") since 1952 under informal licenses or leases which provided for successive annual renewals up to the present time. The part of the Village Building presently occupied by the Library is hereinafter referred to as the "**Current Premises;**" and
5. The Library desires to use and occupy the Current Premises and additional space in the Village Building (described in Exhibit A annexed hereto, hereinafter "Premises") and to make substantial improvements to the Premises ("Project"); and
6. The Village has determined that the Premises as described herein is no longer necessary for Village purposes, that it has the authority to lease the Premises to the Library and that the cost of the Project is fair consideration for the Library's use of the Premises; and
7. The Library has represented that it possesses sufficient funds to properly complete the Project; and
8. Landlord and Tenant desire to enter into a formal lease which will set forth the duties and responsibilities of the parties with respect to the Project and the future use of the Premises; and
9. The Village is desirous of cooperating with the Library to facilitate the planning and construction of the Project which requires oversight by the Village and its representatives to ensure it is constructed in such a manner as to not create undue inconvenience to the Village and its residents and to prevent the Village from suffering any damages or liabilities with respect to the Project.

NOW THEREFORE, in consideration of Ten xx/100 (\$10.00) Dollars and other good and valuable consideration paid by the Library, receipt of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

1. **Demised Premises:** (a) Landlord leases to Tenant and Tenant rents from Landlord a portion of the Village Building, more particularly described in Figure 1 of Exhibit A annexed hereto (hereinafter "Premises"), with the nonexclusive use of the common walkways and designated parking spaces in and around the property upon which the Premises are located (all hereinafter collectively the "Demised Premises"); (b) use and occupancy by Tenant of the Demised Premises shall include the use in common with others of the common areas and facilities, as hereinafter more fully provided.

Upon completion of the Project, the Tenant's portion of the Village Building shall be as described in Figure 2 of Exhibit A annexed hereto; following completion of the Project, any reference in this Lease to the Premises or Demised Premises shall be as described in Figure 2 of Exhibit A.

2. **Use of Premises:** Tenant shall use the Demised Premises as a not-for-profit free association library as permitted by the New York State Education Law for the benefit and free use on equal terms of all people of the community in which the Library is located.

3. **Length of Term:** The term of this Lease shall be for forty (40) years immediately following the commencement of the term, unless sooner terminated or extended as hereinafter provided, beginning on the first day of June 2021 and ending on the last day of May 2061.

Eighteen (18) months prior to the last day of May 2061 (i.e., the expiration of the Lease term), the Landlord and Tenant shall enter into good faith discussions regarding a renewal of the lease, pursuant to terms and conditions negotiated at that time. If these discussions fail to achieve an agreement between the Landlord and Tenant, the Tenant shall have the right of first refusal should the Landlord seek to rent the Premises to another entity, provided however, that such right of first refusal shall not prevent the Landlord from using the Premises for its own use.

4. **Rent:** The prompt payment of rent and additional rent on the dates specified herein is a material condition, and of essence of this Lease.

a. The annual rent for each year of this Lease shall be Two Hundred xx/100 (\$200.00) Dollars and is due and payable in advance at the beginning of each Lease year (i.e., June 1).

b. In addition to the annual rent, the Tenant's costs for the Project, including for the portions of the Project which will be returned for Village use following completion, shall constitute additional fair consideration in exchange for this Lease.

5. **Assignment and Subletting:** Tenant shall not assign, mortgage, or encumber this Lease, in whole or in part, or sublet all or any part of the Demised Premises without the prior written consent of the Landlord.

6. **Tenant's Work and Improvements:** Tenant hereby makes the following representations and covenants regarding the Project which are fully relied upon by the Landlord as an inducement for Landlord granting a long-term lease to the Tenant:

a. Tenant possesses sufficient assets and funds to completely cover any and all costs of the Project.

b. Tenant represents it has established a separate capital fund of \$1.5 million for the Project. Tenant agrees that it shall bear the entire cost of the Project and will be substantially bound by all the terms of the attached Work Letter, copy of which is attached hereto as Exhibit B and made a part hereof.

c. The Tenant shall have the right to possess the Demised Premises as of the last date listed on the signature page of this Lease for the purposes of constructing and completing all necessary improvements for the Project. The Landlord understands and agrees that as owner of the building, its cooperation may be needed from time to time for the Tenant to obtain necessary approvals related to the construction of the Project. The Landlord hereby commits that such cooperation shall not be unreasonably withheld.

7. Repairs: Tenant, at Tenant's own cost and expense, shall make all repairs to the interior of the Demised Premises which become damaged as a result of Tenant's use and occupancy (other than such damage which may result from normal wear and tear), and where an item is beyond repair, the Tenant shall replace the same with material, equipment and labor of similar quality. Tenant shall be responsible for maintenance-type repairs but shall not perform "structural repairs" to the Demised Premises except those which are contemplated by the Project in accordance with the terms and conditions of the Work Letter (Exhibit B), a copy of which is annexed hereto and made a part hereof. "Structural repairs" for the purpose of this paragraph are defined and limited to the necessary repairs to the roof, interior and exterior walls, floor, and foundation, all in their structural or bearing capacities.

Repairs for which Tenant is responsible, for example, are maintenance-type repairs to the interior of the Premises, its plumbing system for sink and toilet leaks or stoppages due to Tenant's use of the Premises, interior walls (other than in their structural or bearing capacity), doors, electrical fixtures and systems, and for maintaining all flooring and floor covering of the Premises, which may be damaged through Tenant's use of the Premises. Tenant shall make repairs to the Premises equipment, including, without limitation, the heating, ventilation, air conditioning, plumbing and electrical systems. If Landlord is required to make exterior or "structural repairs" by any reason other than Tenant's negligent acts or omissions, Landlord shall make such "structural repairs" as are necessary and/or if such repairs are required (a) to preserve Tenant's health and safety, or (b) to preserve the habitability of the Demised Premises for the use intended, or (c) so as not to cause a constructive or actual eviction.

The Tenant shall promptly replace, at the expense of the Tenant, any and all cracked or broken glass, including windows, in the Premises. If Tenant (a) refuses or neglects to make maintenance-type repairs or (b) if Landlord is required to make exterior or "structural repairs" by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but not be obligated, to make such repairs on behalf of and for the account of the Tenant; however, if such exterior and/or "structural repairs" are required (a) to preserve Tenant's health and safety, or (b) to preserve the habitability of the Demised Premises for the use intended, or (c) so as not to cause a constructive

or actual eviction, Landlord shall be obligated to make such repairs. In such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefor.

8. Mechanic's Liens: Should any mechanic's or other liens be filed against the Demised Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ninety (90) days after notice by Landlord.

9. Common Areas: Landlord grants to Tenant, in common with other invitees of the Landlord and members of the public, the nonexclusive license to use the "common areas" consisting of the roadways, parking areas, pathways, sidewalks, entrances and exits from time to time designated by the Landlord for common use in the building. Such common areas are described in Exhibit C, a copy of which is annexed hereto. However, Landlord shall also retain a nonexclusive right to use the common areas and further expressly reserves without limitation, the right to erect, install and use, within the common areas, planters, sculpture, freestanding buildings, additions to building or otherwise.

a. **Lighting and Signs:** Landlord hereby expressly reserves the right from time to time to construct, maintain, and operate lighting and other facilities, equipment and signs on all of said common areas; to regulate and police the common areas; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto; and to establish, modify and enforce reasonable rules and regulations with respect to the common areas and the use to be made thereof. If the size, location, or arrangement of such common areas or the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefore.

b. **Maintenance of Common Areas:** Landlord or its designee shall operate, manage, and maintain the common areas in such a condition so as to render the common areas suitable for safe use and, in connection therewith, shall have the right to expend in its sole discretion such sums as required to maintain and keep in good repair and provide snow and ice removal for the roads, driveways, parking areas and sidewalks in the common areas.

c. **Control of Common Areas:** Common areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change, and enforce nondiscriminatory rules and regulations with respect to the common areas and Tenant agrees to abide by and conform to such rules and regulations.

10. Utilities, Common Area Maintenance and Services: The Tenant shall be responsible for the cost of its own natural gas, electric, phone, security and alarm systems and cable/internet service and pay for such utilities (hereinafter "Utilities"). The Tenant shall not be responsible for the cost of Utilities for that part of the Village Building not occupied by the Tenant. Landlord shall be responsible for the lines providing such Utilities to the Village Building. Nothing contained herein shall require the Tenant to make repairs or have any other obligations with regard to the lines providing such Utilities to the Village Building. Landlord shall handle and dispose of all rubbish and garbage from Tenant's operations in accordance with regulations established by Landlord.

11. Signs, Awnings and Canopies: Tenant shall not attach any flags, pennants, balloons, awnings, or canopies to any exterior portion of the Demised Premises except as approved by the Landlord; nor may Tenant place any lettering on the windows, unless lettering be of a type, kind, character in description to be approved by the Landlord. Tenant shall maintain such signs or other installation as may be approved in good condition and repair.

12. Indemnity: To the fullest extent permitted by New York Law, the Tenant shall indemnify and hold harmless the Village, all elected and appointed officials, employees, volunteers or agents from any and all liability, damage, loss, claims demands and actions of any nature whatsoever, for any reason whatsoever foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of or be connected with or resulting from or arising out of the use and occupancy of the Premises by the Tenant, its servants or agents, excepting, however such claims or damages as may be due or caused solely by the gross negligence or willful misconduct of the Landlord, its employees or agents. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation, or order and otherwise.

13. Insurance: Tenant shall procure and maintain at its own cost, insurance as follows:

(a) *Evidence of insurance.* Tenant shall provide the Landlord with evidence of the insurance set forth in subparagraph (b) in the form of a Certificate of Insurance, the General Liability Declarations Page, Additional Insured Endorsement and provide 30 days' notice of cancellation, non-renewal, or material change. A New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Landlord's discretion. The insurance carrier must have an AM Best Rating of at least A-IX. Additionally, Worker's Compensation and NYS Disability is required for any organization that will be working on the Premises.

(b) *Required Tenant insurance.*

I. COMMERCIAL GENERAL LIABILITY

Coverage	Occurrence - 1988 ISO or equivalent	
Limits	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Anyone Fire)	\$50,000
	Medical Exp. (Anyone Person)	\$5,000
Additional Insured	The Incorporated Village of Bayville, all elected and appointed officials, employees, and volunteers using ISO form CG2026 or equivalent. Additional Insured is to be primary and non-contributory.	

Required	Full Contractual Liability to cover Hold Harmless/Indemnification Agreement.
	Additional Insured to be primary and noncontributory.
	Waiver of Subrogation in favor of Additional Insured.

II. AUTOMOBILE INSURANCE

Coverage	All owned, hired, and non-owned vehicles
Limits	Minimum Limit - \$1,000,000 CSL
Additional Insured	The Incorporated Village of Bayville, all elected and appointed officials, employees and volunteers.

III. UMBRELLA LIABILITY

Coverage	Umbrella or Excess Form providing excess of General Liability and Auto Liability
Limit	\$5,000,000.00
Additional Insured	The Incorporated Village of Bayville, all elected and appointed officials, employees and volunteers.

(c) *Vendor/independent contractors.* If Tenant is to hire a vendor/independent contractor to work on the Premises, an Independent Contractor Agreement (obtained from the Landlord) must be signed and a proper Certificate of Insurance must be issued and approved by the Landlord prior to any contractor doing work at the leased facility.

(d) *Required vendor/subcontractor insurance.* The vendor/independent contractor shall maintain, at a minimum, giving evidence of same to Tenant and Landlord on the Form of Certificates of Insurance, copies of the General Liability Declaration Page and a copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal, or material change. A New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Landlord's discretion. The insurance carrier must have a A.M. Best Rating of at least A-IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability - Unlimited Waiver of Subrogation

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent General Aggregate \$2,000,000 Products & Completed Operations \$2,000,000 Personal & Advertising Injury \$1,000,000 Per Occurrence Limit \$1,000,000 Fire Damage \$50,000 Medical Expense \$5,000
Additional Insured	Incorporated Village of Bayville, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations coverage CG2037.
Extension – Mandatory	Aggregate Limits to apply per project. Full Contractual Liability extending to Hold Harmless. Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract." The general liability is to be primary and non-contributory and does not include any exclusion, limitation or restriction pertaining to exterior work height or "action over" type claims or exclusion for "injury to employee." Waiver of Subrogation is the favor of the additional insured.

III. Automobile Insurance

Limit	\$1,000,000. Combined Single Limit
Additional Insured	Incorporated Village of Bayville, all elected and appointed officials, employees, and volunteers.

IV. Umbrella Liability

Coverage	Umbrella Form or Excess Follow Form of primary general liability and auto liability.
Minimum Limit	\$4,000,000.
Additional Insured	Incorporated Village of Bayville, all elected and appointed officials, employees and volunteers.

(e) *Vendor/independent contractor indemnification.* Any vendor/independent contractor shall be required to furnish the following agreement:

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The vendor/independent contractor shall indemnify and hold harmless the Bayville Free Library ("Tenant") and the Incorporated Village of Bayville ("Landlord"), its officers, employees and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the vendor/independent contractor or its subcontractors agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys, court and adjusting fees demands and actions on account of personal injury, death or property loss to the Tenant and the Landlord, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Tenant and the Landlord. This indemnity and hold harmless is intended to be as broad as permitted by law and to include claims of every kind and nature for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this agreement on the ____ day of _____, 202__.

Name of Firm

Address

Vendor/Contractor's Signature

(Please Print Name and Title)

14. Access to Premises: Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Demised Premises as may be necessary for the

servicing of the Demised Premises and other portions of the building. Landlord shall also have the right to enter the Demised Premises at any time in the event of an emergency and on reasonable notice to Tenant to make repairs, additions, alterations, or improvements as may be reasonably necessary.

15. Subordination: This Lease is subject and subordinate to all mortgages or deeds of trust, which may now or hereafter affect the real property of which the Demised Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly, any certificate that Landlord may reasonably request.

16. Attornment: Tenant shall in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, have the right to terminate this Lease or attorn to the purchaser and recognize such purchaser as landlord under this lease.

17. Quiet Enjoyment: Tenant, upon paying the rent and performing all of the terms on its part to be performed under the Lease, shall peaceably and quietly enjoy the Demised Premises during the term of the Lease. subject, nevertheless, to the terms of this Lease and to any mortgage, ground leases or agreements to which this Lease may be subordinated.

18. Force Majeure: Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the Landlord's and the Tenant's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or finances or through acts of God.

19. End of Term: At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease and in the same condition as after the completion of the extensive improvements covered by the attached Work Letter, Exhibit B, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks and safes to Landlord. Before surrendering said Premises, Tenant shall remove all of its personal property, trade fixtures, alterations, additions and decorations, and shall repair any damage, more than reasonable wear and tear, caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property within thirty (30) days of the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of the Landlord.

20. Holding Over: Any holding over after the expiration of this term or any renewal term shall be construed to be a tenancy from month-to-month and shall otherwise be on the terms herein specified so far as applicable including Tenant's insurance requirements in Paragraph 13.

21. No Waiver: Failure of Landlord or Tenant to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be construed as a waiver

for the future of any such provision, rule, or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the Landlord. No payment by Tenant or receipt by Landlord of a lesser amount of rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement by any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease.

22. Notices: Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, or Federal Express delivery, postage prepaid and shall be addressed as follows: (a) if to the Landlord, at the address herein above given; and (b) if to Tenant, at the Demised Premises. Notices shall be deemed duly given or made (a) at the time and on the date when personally delivered to the persons designated below as shown on a receipt therefor, or (b) two (2) days after the postmark if sent by United States Certified or Registered Mail, or Federal Express delivery, postage prepaid. Either party may designate such other address as shall be given by written notice.

23. Recording: Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.

24. Entire Agreement, Etc.: This Lease and the Exhibits set forth form the entire agreement between the parties and may not be changed, modified, or altered except by written agreement of the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

25. Partial Invalidity: If any term or provision of this Lease or the application thereof to any particular person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

27. Applicable Laws and Construction: The laws of the State of New York shall govern the validity, performance and enforcement of this Lease. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the leased premises and it only becomes effective on execution and delivery by the Landlord and the Tenant.

IN WITNESS WHEREOF, the parties have respectively signed this Lease on the day and year first above written.

Tenant:
Bayville Free Library

Landlord:
Incorporated Village of Bayville

By:

By: Robert DeNatale, Mayor

ACKNOWLEDGMENTS

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

On the ____ day of _____ in the year 2021 before me personally **Robert E. DeNatale** known, who being by me duly sworn, did depose and say that he is the Mayor of the Village of Bayville, the municipal corporation described herein which executed the above instrument; and that he signed his name pursuant to authorization of Board of Trustees of the Village of Bayville.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2021 before me personally came **Judithann Casillo** to me personally known, who, being by me duly sworn, did depose and say that he/she is the _____ of the corporation described herein and who executed the above instrument and that he/she signed his/her name pursuant to the authority as officer of the corporation.

NOTARY PUBLIC

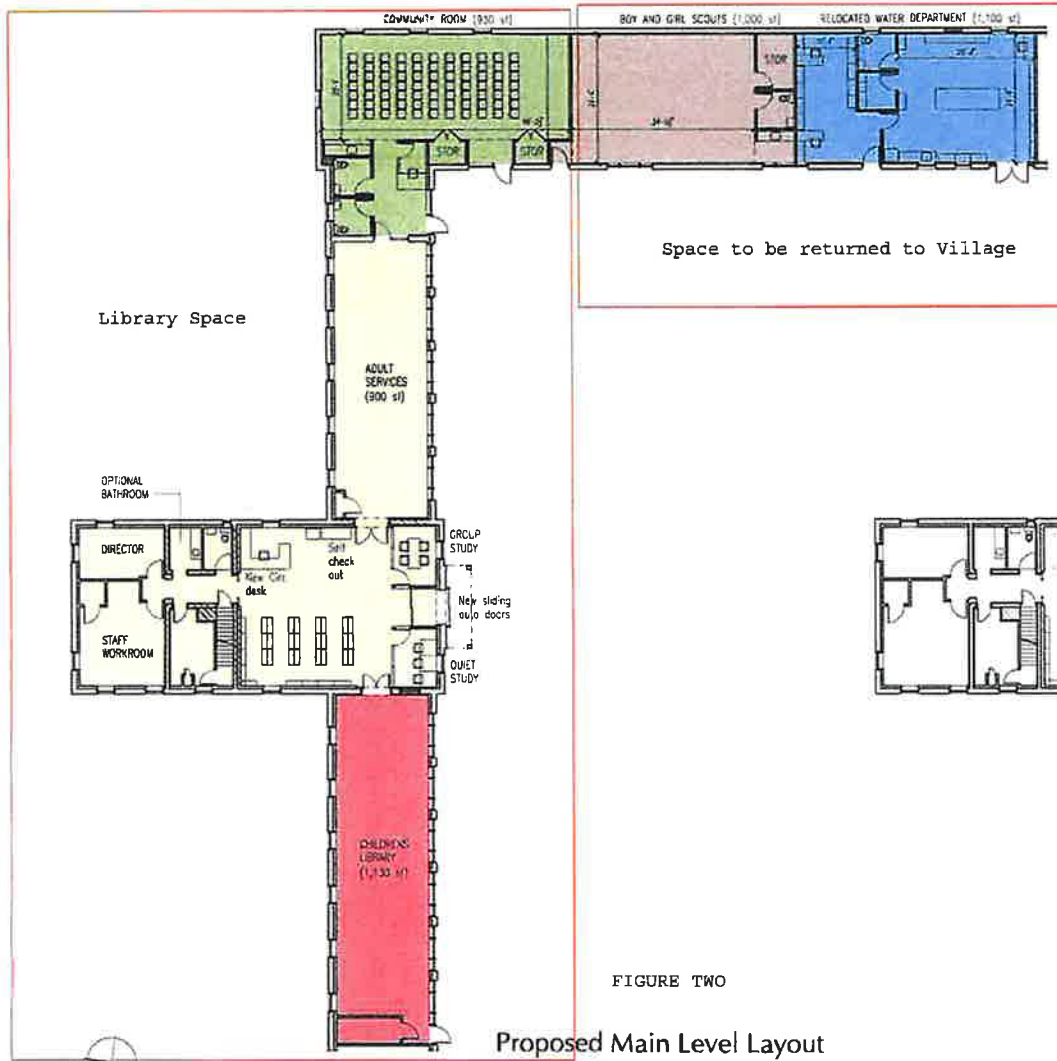


FIGURE TWO

Proposed Main Level Layout

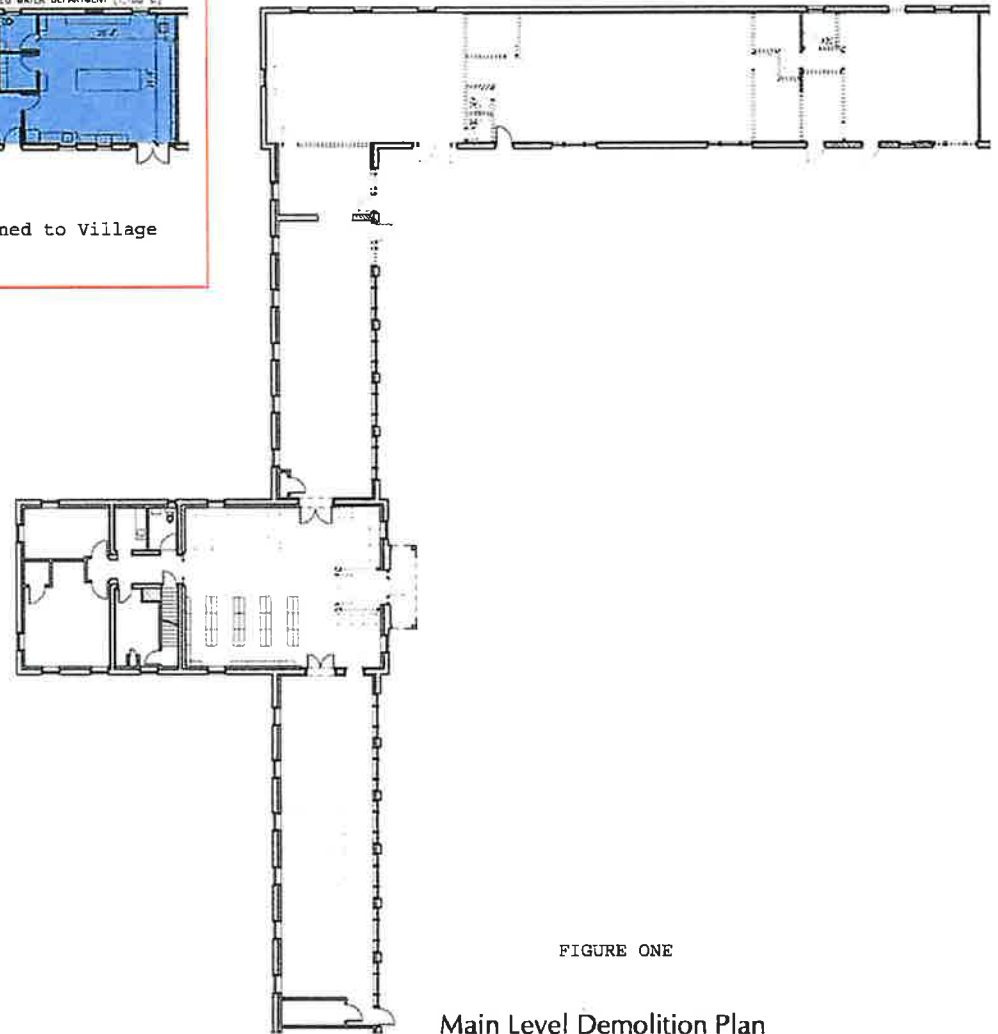


FIGURE ONE

Main Level Demolition Plan

Sheet Scale: 3/16" = 1'-0"



Bayville Free Library Additions and Alterations

34 School Street, Bayville, NY 11709

Exhibit A

VILLAGE OF BAYVILLE/BAYVILLE FREE LIBRARY LEASE

PROJECT WORK LETTER – EXHIBIT B

This Project Work Letter Agreement (“Work Letter”) is entered into on _____, 2021 between the Incorporated Village of Bayville (“Landlord”) and the Bayville Free Library (“Tenant”) (collectively, the “parties”).

RECITALS

A. Concurrently with the execution of this Work Letter the parties have entered into a lease dated _____, 2021 (“Lease”) covering certain premises (“Premises”) more particularly described in the Lease. All terms not defined herein have the same meaning as set forth in the Lease. To the extent applicable, the provisions of the Lease are incorporated herein.

B. In order to induce the Landlord to enter into the Lease and in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. **Tenant Improvements.** The Project shall be at the Tenant’s sole expense in accordance with the plans and specifications described in Exhibit 1 of this Work Letter (collectively, “Building Plans”), which have been approved by the parties. As used in this Work Letter the term “Tenant’s Improvements” shall have the same meaning as “Project” in the Lease and as shown on the Building Plans.

2. **Work Schedule.** Within thirty (30) days after the execution of the Lease and Work Letter, Tenant will deliver to Landlord for Landlord’s review and approval a schedule (“Work Schedule”) which will set forth the estimated timetable for the planning and completion of the Project. The Work Schedule will set forth each of the various items of work to be done in connection with the completion of the Project. The Work Schedule will be submitted to the Landlord for its approval, which approval Landlord agrees not to unreasonably withhold, and, once approved by both the Landlord and Tenant, the Work Schedule will become the basis for completing the Project. All plans and drawings required by this Work Letter and all work performed pursuant thereto are to be prepared and performed in accordance with the Work Schedule. However, Landlord understands that situations arise during the course of a construction project and, upon written notice to the Landlord by the Tenant, deviations in the Work Schedule of fourteen (14) days or less per instance shall be deemed to be in accordance with the Work Schedule.

3. **Construction Representatives.** Landlord hereby appoints H2M Architects+Engineers and the Village Building Inspector (“Landlord Representatives”) as its representatives to act for the Landlord in all matters covered by this Work Letter. Tenant hereby appoints Gallin Beeler Design Studio (“Tenant Representative(s)”) as its representatives to act for Tenant in all matters covered by this Work Letter. Landlord shall be responsible for the costs and fees of the Landlord Representatives and Tenant shall be responsible for the costs and fees of the Tenant Representatives.

All communications with respect to the matters covered by the Work Letter are to be made promptly by the respective parties' representative in writing. Either party may change its representative under this Work Letter at any time by written notice to the other party.

4. Tenant Improvement Plan. In accordance with the Work Schedule, Tenant agrees to meet with Landlord Representatives for the purpose of properly preparing preliminary plans ("Preliminary Plans") for the Project. The Preliminary Plans to be prepared by Tenant's architect must be sufficient to convey the architectural design and specifications for the Project and comply with all statutory requirements regarding the bidding and execution of municipal improvement contracts and are to be submitted to Landlord in accordance with the Work Schedule for Landlord's approval, which approval shall not be unreasonably withheld. As part of the Preliminary Plan process, the representatives of the parties shall make a complete inspection of the Village Building, including the site of the Project, to ensure the Preliminary Plans will account for the Village Building's unique features such as age, slate roof, and any other structural features that need to be modified to ensure Tenant's Improvements will have no adverse effect on the structural integrity of the Village Building. All of the above shall be included in the final plans and specifications ("Final Plans") to be prepared by Tenant's architect/engineers at a level of detail and by a licensed design professional such that the Final Plans are approvable by the local municipality and all other required local, state, and federal agencies having jurisdiction and approved by Landlords Representatives. A copy of the Final Plans upon completion shall be attached hereto and made a part of this Work Letter.

5. Project Cost Estimate and Statement. No commencement of construction shown on the Final Plans shall be permitted until Tenant submits a bona fide written estimate of the entire cost to complete the Project which has been approved in writing by the Landlord, which approval shall not be unreasonably withheld. Such cost estimate shall include labor and materials and any other construction costs relating to the Project.

6. Payment for Tenant's Improvements. Tenant shall pay for and be responsible for all costs relating to the Project, which includes the improvement/relocation of Landlord's Water Department, and make prompt payment to all contractors and material suppliers so as to avoid any mechanic's or materialman's liens on the property. If any liens are placed on the property, Tenant shall promptly make payment or post appropriate bonds to remove or cover such liens.

7. Work Performance.

(a) All work by the Tenant shall be made in accordance with the Final Plans as approved in advance by the Landlord.

(b) All work areas utilized by the Tenant or Tenant's contractors for construction or ancillary work shall at all times be kept clear of clutter, refuse, building materials (except as located in a previously approved construction laydown area) and other unsafe materials or conditions.

(c) Landlord may, in its absolute discretion, require that Tenant provide a payment and performance bond, naming the Landlord as an additional obligee/owner, for up to 110 % of the value of the work to be performed, to cover the work by Tenant's contractor(s) in and on the

Building in the event that the Tenant's contractor(s) is unable to perform or complete the contracted work within the time limit identified in the Work Schedule. Should the Tenant submit the Tenant's contractor's payment and performance bond(s) for up to 110 % of the value of the work to be performed Tenant's obligations pursuant to this paragraph shall be satisfied.

(d) Construction work may be performed between 7:00 AM and 5:00 PM on weekdays. No work shall be performed during other weekday hours or on weekends unless permission to perform such work is granted by the Landlord, such permission to not be unreasonably withheld.

(e) Tenant's contractor activities shall not interfere with other Village operations at the nearby Village property (Village Hall, Department of Public Works, and Museum).

(f) Tenant and its contractor(s) shall be required to provide insurance as set forth in the Lease and have the Landlord named as an "additional insured" under their respective insurance policies and shall hold the Landlord harmless against any claims or liabilities relating to the Project as set forth in Paragraph 13 of the Lease.

(g) Tenant and its contractors may utilize existing water and electric utilities provided such use is reasonable and does not interfere with the operations of the Village Building. Portable toilets shall be provided by Tenant at its sole cost and expense for the workers on the Project and suitable barricades, warning signs and lights shall be installed by the Tenant where necessary.

(h) Tenant's contractors shall not be permitted to post any signs.

(i) All work on the Project by Tenant's contractors shall be performed in a high-quality workmanlike manner.

(j) For the purpose of this Work Letter, "Force Majeure Delays" means any actual delay in the construction of the Project which is beyond the reasonable control of the Tenant or Landlord as the case may be, as described in Paragraph 18 of the Lease.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant have caused this Work Letter to be duly executed by their duly authorized representatives as of the date of the Lease.

BAYVILLE LIBRARY

INCORPORATED VILLAGE OF BAYVILLE

By:

By Robert DeNatale, Mayor



Common Area

Exhibit-C

BAYVILLE LIBRARY LEASE RESOLUTION

WHEREAS, The Bayville Free Library ("Library") has occupied a portion of a building located at 34 School St., Bayville, NY owned by the Inc. Village of Bayville ("Village") under informal licenses and leases since 1952 and;

WHEREAS, the Library desires to make substantial improvements to the space which it has occupied in past years ("Premises") provided it is able to obtain a long-term 40 year lease to amortize the value of the improvements to be made at the Premises and;

WHEREAS, the Village has determined that the Premises are not currently needed for municipal purposes, that it has the authority to lease the Premises to the Library and that the cost of the improvements is fair consideration for the Library's use of the Premises and;

WHEREAS, under the provisions of the New York State Environmental Quality Review Act (SEQRA) the making of such a lease is a Type II action pursuant to 6 CRR-NY 6 17.5 (c) (32) which will not have an adverse effect on the environment.

NOW, THEREFORE BE IT RESOLVED that the Lease Agreement between the Inc. Village of Bayville and The Bayville Free Library for the Premises located at 34 School St., Bayville, NY commencing on the first day of June 2021 and ending on the last day of May 2061 is hereby approved and;

FURTHER RESOLVED that the Mayor is hereby authorized to execute such lease and any and all documents relating thereto, including any documents needed to make minor, non-substantive changes to such lease.

Quick Notes Refresher: Flood Insurance Insights

By Bob Bleistein

Living in Bayville water is all around us and especially during the summer, a big part of our daily lives. That's one of the reasons why we live here, why we love it here and why we deal with the storms when they arise.

But did you know?

The Village of Bayville is a CRS Community.

The CRS is a voluntary incentive program that recognizes communities for implementing floodplain management practices that exceed the NFIP minimum requirements. In exchange for a community's proactive efforts to reduce flood risk, policyholders within our community receive discounted flood insurance premiums.

The NFIP defines a flood as, "A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property)

- Flooding to your property can occur in many ways:
- Land along coasts is subject to elevated water levels driven by storm surge, waves, tides, fluctuating lake levels or the impacts of freshwater input.
- Overflow of inland or tidal waters
- Unusual and rapid accumulation or runoff of surface waters from any source
- Mudflow*; or Collapse or subsidence of land along the shore of a lake or similar body of water because of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above."
- Areas subject to intense rain like shallow and valley areas.
- Extreme rainfall that can exceed storm sewer or roadside ditch capacity and "pond" in streets, where the water seeks a path by flowing overland (sheet flow). This type of flooding can become deep enough to flood residences almost anywhere, even far away from a water source.

Did you know that at high tides, even high groundwater (along with severe road flooding) is sometimes exacerbated by basements and cellars being infiltrated with water and then pumped out to privately owned and, often, a poorly maintained road stormwater conveyance system.

Homeowners should be aware that there are benefits of filling in basements, cellars, or any other sub-grade space; in reducing structure damage, road flooding, and any possible premium reductions in area prone to flooding.

Flood Calculations

With the introduction of a new rating methodology, flood risk is calculated based on several property-specific factors. By evaluating more property characteristics, FEMA can distribute premiums based on home value and an individual property's unique flood risk, so everyone is paying their fair share of the risk.

Under the new methodology, properties with lower risk will pay lower premiums. Some of the rating factors include:

Distance to the shore:

The distance from your property to relevant flooding sources and the ground elevation surrounding a building are important rating variables.

Quick Notes Refresher: Flood Insurance Insights

By Bob Bleistein

A property's unique flood risk is also dependent on how it's built. Relevant characteristics include the building's occupancy type, construction type, number of floors, foundation type and first floor height. Other variables considered include key mitigation actions, such as installing flood openings and elevating machinery.

Cost to rebuild: Replacement Cost Value (RCV) and Actual Cash Value (ACV) are important rating variables. RCV is the cost to rebuild the insured building with the same kind of material and construction without deducting for depreciation. ACV is the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation of the item damaged. *Claims for personal property are paid based on ACV (actual cash value) basis only*

Prior NFIP claims affect flood insurance premiums when they have been filed against policies written or renewed under the new methodology. Claims filed against policies using the old methodology will no longer affect premiums. This equitable change allows all policyholders to start a new with a clean slate" of claims history.

If a home or business is damaged by a flood and is declared substantially or repetitively damaged, the property owner may be required to meet community-specific building requirements to reduce flood risk before they can repair or rebuild.

To help cover the costs of meeting these requirements, the NFIP *may* provide policyholders who qualify for up to \$30,000 in Increased Cost of Compliance (ICC) coverage. This coverage can help pay for elevation, floodproofing, relocation and demolition based on how the structure is insured.

Excess private flood insurance policies can be purchased separately for those looking for more coverage beyond a standard policy.

Understanding Policy Exclusions

Everyone should always be aware of policy exclusions. A brief list is included below, though you should refer to your policy for specific details regarding limitations and exclusions.

- Damage caused by moisture, mildew or mold that could have been avoided, even seepage.
- Additional living expenses, such as temporary housing
- Financial losses caused by business interruption or loss of use of insured property.
- Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges and docks
- Swimming pools and equipment
- Damage *caused* by earth movement, even if the movement is caused by a flood (i.e. earthquakes, landslides, sinkholes etc.)
- The cost of complying with any ordinance of law requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris (unless the loss qualifies for ICC coverage).
- Structures and belongings outside of a building (e.g., patios and decks)
- Additional exclusions to be aware of are the 30-day waiting period and flood-in-progress policy exclusion. It generally takes 30 days for a new NFIP policy to become effective.

Bottom Line: Don't wait until a disaster to realize you're not properly covered.

For more information, speak to licensed insurance and Flood insurance trained professional.

For more information and assistance, you can go to <https://www.floodsmart.gov> or you can reach out to Bob Bleistein and his team at www.classiccoverage.com