

**INCORPORATED VILLAGE OF BAYVILLE**

**Board of Trustees  
REGULAR MEETING  
March 25, 2024**

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Budget Transfers
- ≈ Prior Meeting Minutes
- ≈ Election Inspectors
- ≈ GPRS Proposal
- ≈ SWMP Proposal
- ≈ Tree Proposal Adjustment
- ≈ License Plate Reader Camera Study Proposal
- ≈ Exterior Improvements to Community Center
- ≈ Electrical Work at Community Center
- ≈ Paving Proposal for Community Center
- ≈ New Hire
- ≈ 2024 Audit Proposal

**BUDGET HEARING**  
**6:40PM**

**CONTINUATION OF PUBLIC HEARING FOR**  
**PINE HOWARD CIVIC ASSOCIATION**

<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>MARCH 25, 2024</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	2/28/2024	9I	\$ 25,915.49
	649	9J	\$ 1,975.82
	650/651	9K	\$ 3,099.54
PAYROLL	3/6/2024	10A	\$ 28,569.11
	652	10B	\$ 2,178.13
PAYROLL	3/13/2024	10C	\$ 28,312.54
	653	10D	\$ 2,158.61
PAYROLL	3/20/2024	10E	\$ 29,204.45
	654	10F	\$ 2,226.58
PAYROLL	655/666	10G	\$ 142,122.08
	667/710	10H	\$ 186,679.75
<b>TOTAL GENERAL</b>			<b>\$ 452,442.10</b>
<b>WATER</b>			
PAYROLL	2/28/2024	9I	\$ 6,666.58
	177	9J	\$ 508.26
	178/179	9K	\$ 287.93
PAYROLL	3/6/2024	10A	\$ 6,627.52
	180	10B	\$ 505.29
PAYROLL	3/13/2024	10C	\$ 6,666.58
	181	10D	\$ 508.26
PAYROLL	3/20/2024	10E	\$ 6,627.52
	182	10F	\$ 505.29
	183/187	10G	\$ 22,489.37
	188/194	10H	\$ 9,024.74
<b>TOTAL WATER</b>			<b>\$ 60,417.34</b>
<b>TRUST &amp; AGENCY</b>			
	226/230	9D	\$ 15,528.96
	231/234	10A	\$ 11,502.48
	235/238	10B	\$ 11,436.39
	239/243	10C	\$ 110,779.05
	244/247	10D	\$ 4,049.92
<b>TOTAL T &amp; A</b>			<b>\$ 153,296.80</b>
<b>REVENUE ENTERPRISE</b>			
	53/55	10A	\$ 1,960.74
	56/57	10B	\$ 2,743.62
<b>TOTAL REVENUE ENTERPRISE</b>			<b>\$ 4,704.36</b>
<b>CAPITAL</b>			
	17	10A	\$ 8,423.57
<b>TOTAL CAPITAL</b>			<b>\$ 8,423.57</b>
<b>COMMUNITY DEVELOPMENT</b>			
<b>TOTAL COMMTY DEVELOP</b>			
<b>GRAND TOTAL</b>			<b>\$ 679,284.17</b>

**REGULAR MEETING**  
**FEBRUARY 26, 2024**

- 2024-13 Board approves Warrants and Claims
- 2024-14 Board approves the budget transfers
- 2024-15 Board accepts prior meetings minutes
- 2024-16 Board approves request of Village Church to use Soundside Beach for Easter Sunday Sunrise service and Sunday worship June 2, 2024, through October 27, 2024.
- 2024-17 Board approves request of St. Gertrude's RC Church to hold Easter Sunday mass at West Harbor Beach.
- 2024-18 Board reviewed the Investment Policy of the Village
- 2024-19 Board approves proposal from Cold Spring Harbor Landscaping to remove dead Locust trees at the corner of Ludlam and West Harbor Drive.
- 2024-20 Board approves the request of the American Legion to hold their 2024 Memorial Day Parade on May 27, 2024.
- 2024-21 Board accepts proposal form Bridge Marine to replace two docks at West Harbor Beach.
- 2024-22 Board accepts the proposal from Forest Iron Works to perform repairs on rear stair-Case at Community Center
- 2024-23 Board accepts proposal from Jim Bajek and Dr. Ron Abrams to prepare and manage Dredging and dock extension RFP's and oversee dredging for Village.

**PUBLIC HEARING**  
**PINE PARK AVENUE AND HOWARD ROAD**

- 2024-24 Board adjourns Public Hearing at 6:51PM
- 2024-25 Board adjourns Regular Meeting to convene into Executive Session
- 2024-26 Board closes Executive Session and re-opens Regular Meeting at 7:11PM
- 2024-27 Board increases vacation time for Christ Montell by 5 days for a total of 20 days
- 2024-28 Board closes Regular Meeting at 7:15PM

Trustee \_\_\_\_\_ moved BE IT RESOLVED to appoint the following Election Inspectors for the June 18, 2024, General Village Election:

Peter Olson (R)	Marc D. Strominger (D) PC	Linda McKay (R) PC
Beatrice Rupp (R)	Catherine Almonte (R)	Dawn Marie Cluff (R)
Michele Mauro (R)	Claudia Dortenzio (R)	Ed Doyle (D)
Margaret Doyle (D)	Trudy Strominger (D)	Sabrina Johnson (D)
Mary Brennan (R)	Anthony Milano (D)	Maurice Foley (D)
Mary Jo Rydzewski(R)	Philip G. Montell (R) PC	Richard Wilson (D) PC
Douglas Kassner (D)	Antonetta A. Sclafani (R)	Adam Strominger (D)
Betty J. King Turner (D)	Rocksanna Peebles (D)	Barbara Howe (D)

Colleen Meringolo (D) Alternate  
Dina Abdelkader (D) Alternate

Inspectors will be paid \$240.00 Chairpersons \$290.00 and Poll Coordinators will be paid \$250.00.

Seconded by: Trustee \_\_\_\_\_  
Poll of the Board:

**RESOLUTION 2024-**

# VILLAGE OF BAYVILLE

**GPRS**

## PROPOSAL



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.



### SIM-CERTIFIED FIELD STAFF

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit [SIMSPEC.ORG](http://SIMSPEC.ORG) today for details.



### NATIONWIDE FOOTPRINT

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.



### CONSULTATIVE APPROACH

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.



**VISUALIZING  
THE BUILT WORLD™**  
////// ABOVE AND BELOW GROUND

[GPRSINC.COM](http://GPRSINC.COM) //

March 6, 2024

**Client:** VILLAGE OF BAYVILLE

**Project Address:** 140 Bayville Avenue Bayville, NY 11709

**Quote Number:** GPRSQUOTE-120024

**GPRS Opportunity Name/Number:** Yearly Leak Survey Bayville, NY

**Submitted By:**

Emma Vance

**To schedule, please email:**

newyorkinfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website ([www.gprsinc.com](http://www.gprsinc.com)) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [here](#) for an overview of our industry-leading best practices.

## SCOPE OF WORK

**Leak Survey:** We understand the scope of work on this project is to locate a known or suspected water leak in your system. Please mark the boundaries of the work area on the surface before our arrival on site, or provide a representative to meet and advise us regarding the scope of work and desired work areas. We will listen for leaks at the nearest contact points and then locate the leak using a correlator and ground microphone as needed. Our ability to locate the leak will depend on various factors such as depth, pipe material, and noise interference from traffic, machinery, etc. If the project area is in a noisy environment, GPRS may need to schedule a return trip at night for an additional fee. Please visit [www.simspec.org](http://www.simspec.org) for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.

## EQUIPMENT

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Leak Noise Amplification.** The Leak Noise Amplification system consists of a control unit, a microphone, and headphones. It is used to listen for leak noise at water system contact points (valves, hydrants, etc.) to identify a general location of a potential water leak. This system may also be used with a ground microphone to attempt to pinpoint the leak from the surface. Various factors may affect its effectiveness, such as pipe size and material, water pressure, leak size, soil type, and noise interference from traffic, machinery, etc.

2023

GPRS

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**PROJECT COSTS**

SERVICE	DESCRIPTION	PRICE
SCANNING/FIELD MARKINGS/JSR	Scope of Work as described on page 1 or page 2 (if applicable), and basic Job Summary Report (JSR)	\$7,350
MOBILIZATION	Local market	Included
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: <a href="#">Link</a>	Included
<b>TOTAL</b>		<b>*\$7,350</b>
<b>OPTIONAL SERVICES (INITIAL IF DESIRED)</b>		
FORMAL REPORT	Detailed report of findings with photos, example data, and a site sketch (if applicable) in addition to the basic summary report that is included with every Job. See example: <a href="#">Link</a>	Initial <u>NO</u> \$800
CAD DRAWING	Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: <a href="#">Link</a>	Initial ___ \$1,000

- \* As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- \* A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- \* All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- \* These rates assume that there are no certified payroll requirements. GPRS has not been notified of any PLA, DIR, or Certified Payroll requirements. If GPRS receives notice that any of these conditions exist, there will be additional costs

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

**PROPOSAL-SPECIFIC TERMS & CONDITIONS**

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS personnel to safely and efficiently work in the road/street.
5. If this proposal is not accepted within 90 days of January 4, 2023, the pricing may be subject to review.
6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

**ACCEPTED AND AGREED:**

Billing Company Name: Inc. Village of Bayville

Billing Address: 34 School Street, Bayville NY 11709

Company Phone/Email: APetti@BayvilleNY.gov PO#: 3061 Job#: \_\_\_\_\_

Print Name: Andrew Petti Signature: [Signature] Date: 3/29/23



- **Leak Noise Correlator.** The Leak Noise Correlator consists of sensors placed on water system contact points. The device will process sound signals between the contact points to provide a position of the leak between the two points. The Leak Noise Correlator's accuracy depends on the feasibility of locating the pipe and requires accurate information from the client regarding pipe attributes such as size and material.



**PROJECT COSTS**

SERVICE	DESCRIPTION
FIELD SERVICES	Described on Page 2
JOB SUMMARY REPORT	PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job.
MOBILIZATION	
<b>TOTAL</b>	<b>\$8,250.00</b>

**GENERAL TERMS & CONDITIONS**

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
5. Time-on-site in excess of 8-hours will be billed at overtime rates.
6. This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
7. These rates assume that there are no certified payroll or prevailing wage requirements for this work. If GPRS receives notice that any of these conditions exist, there will be additional costs.
8. If this proposal is not accepted within 90 days of March 6, 2024, then the pricing may be subject to review.
9. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.
10. If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
11. Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

**ACCEPTED AND AGREED**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Phone/Email: \_\_\_\_\_ PO #: \_\_\_\_\_ Job #: \_\_\_\_\_

**GPRS**

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**GPRS** INTELLIGENTLY  
VISUALIZING  
THE BUILT WORLD

2.22.24

WE'RE EVOLVING SO YOU CAN  
BUILD BETTER.




We Built The SiteMap® Software Platform So That You Can Design, Plan, Collaborate, Manage, And Build Better.

SiteMap® is the next evolution in GPRS' commitment to safety. It gives you the accurate information your team needs to stay on time, on budget, and most importantly, safe.

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- Accurate Measurements
- Comprehensive Layered Utility Maps

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2023

VILLAGE OF BAYVILLE

34 SCHOOL STREET  
BAYVILLE, NY 11709

PHONE # (516) 628-1439 FAX # (516) 628-3740

PO Number : 3061  
Date : 03/28/2023  
Page: 1 of 1

Purchase Order

Vendor : 0000000816  
GPRS, LLC  
PO BOX 932  
TOLEDO, OH 43697-0932

Ship To:  
INC VILLAGE OF BAYVILLE  
34 SCHOOL STREET  
BAYVILLE, NY 11709

Bill To:  
INC. VILLAGE OF BAYVILLE  
34 SCHOOL STREET  
BAYVILLE, NY 11709

PHONE# (315) 469-4601 FAX# (315) 469-2868 EMAIL: LAURIE.BOBBETTE@GPRSINC.COM

Description: LEAK DETECTION SERVICES AS PER 03/01/2023 PROPOSAL

Qty.	Unit	Description	Unit Price	Amount
		SCANNING/FIELD MARKINGS/JSR		7,350.00
		F.8340.0400		
		FORMAL REPORT		800.00
		F.8340.0400		
Total:				\$8,150.00

2024  
Increase: \$100  

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New 8,250.<sup>00</sup>

Ordered By: A. PETTI Req. Date: 03/01/2023 Approved By: BD OF TRUSTEES RESOL #2023-48

M. Alfano-Hardy 3/28/2023  
Authorized Official Date Authorized Official Date



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

March 8, 2024

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

via U.S. Mail & Email: [sminicozzi@bayvilleny.gov](mailto:sminicozzi@bayvilleny.gov)

**Re: Professional Services for the Incorporated Village of Bayville  
Stormwater Management Plan (SWMP) and Mapping Updates  
H2M Proposal No.: LP231475**

Dear Mayor Minicozzi:

H2M architects + engineers (H2M) is pleased to present our proposal to provide MS4 support to the Village of Bayville (the Village). The New York State Department of Environmental Conservation (NYSDEC) recently issued an updated MS4 General Permit (GP-0-24-001), which replaced the previous iteration of the MS4 General Permit, GP-0-15-003, and became effective on January 3, 2024. The updated MS4 General Permit includes new regulations and deadlines throughout the 5-year permit term, and as an existing MS4 community, the Village must comply with these new regulations and deadlines. H2M is proposing services to complete the tasks required in the updated MS4 General Permit to meet the deadlines set forth during the first six (6) months of the permit term.<sup>1</sup> These include:

1. February 20, 2024 – Submit the Notice of Intent (NOI) to the NYSDEC;
2. July 3, 2024 – Update the Stormwater Management Program (SWMP) Plan; and
3. July 3, 2024 – Complete stormwater mapping outlined in Part IV.C.D. of the permit.

H2M electronically submitted the Village's NOI on their behalf to the NYSDEC on January 9, 2024 in order to continue the Village's coverage under GP-0-24-001. These efforts were completed under the terms and conditions of LP230145 as authorized by the Village.

The remaining scope of services includes SWMP Plan and Mapping Updates, as outlined below.

### **SCOPE OF SERVICES**

For this proposal, our scope of work will include the following tasks:

#### **Task 1a: Stormwater Management Program (SWMP) Plan Updates**

The updated MS4 General Permit requires MS4s to update their SWMP Plan by July 3, 2024. The Village's SWMP was last updated in 2010. Thus, the existing SWMP Plan should be revised to reflect the advancements that have been achieved in the Village's approach to MS4 implementation. Further, the updated MS4 General Permit outlines additional requirements that need to be met within six (6) months of the permit term which should be documented in the SWMP Plan.

The updated SMWP will be streamlined in organization and include the appropriate sections to comply with the requirements of the updated MS4 General Permit. Early in the revision process, H2M will submit a revised SWMP

<sup>1</sup> The updated MS4 General Permit outlines additional deadlines past the 6-month permit term on October 1, 2024 (submission of the first Interim Progress Certification) and April 1, 2025 (submission of the second Interim Progress Certification and MS4 Annual Report). At this time, NYSDEC has not provided the Interim Progress Certification or Annual Report forms to the public. Once these forms are available, H2M will send a subsequent proposal to the Village for the preparation and submission of the forms to the NYSDEC.



outline to the Village for review and approval. In addition, H2M will also include existing and updated mapping (as discussed in Task 2 of this proposal) as an appendix to the updated SWMP Plan.

In accordance with GP-0-24-001, the updated SWMP Plan will include the following items:

- Existing Village MS4 programs organized by minimum control measure (MCM);
- Staffing plan/organizational chart;
- Identification of a stormwater contact;
- Description of existing enforcement response plans/mechanisms;
- Illicit discharge education;
- Pathogen education;
- Contact information for the public to report illicit discharges;
- Contact information for the public to report complaints related to construction stormwater activity;
- Inventory of active construction sites in the Village; and
- Procedures for sweeping and/or cleaning catch basins, streets, bridges, parking lots, and right of ways owned/operated by the Village, and streets located in sewersheds discharging to pathogen impaired segments.

The draft SWMP Update will be made available for the Village's review. Once the Village has completed its review, H2M will address comments made and incorporate them, where appropriate, into the final SWMP Update. We will provide the Village with a hardcopy and an electronic version of the SWMP Update for their records.

#### **Task 1b: Meetings and Conference Calls**

H2M anticipates that meetings will be conducted via conference calls or virtual platform (e.g., WebEx, MS Teams, Zoom etc.) with Village staff to discuss the updated SWMP. We have estimated that up to three (3) meetings will be held and will cover topics related to the following: discussing areas where additional information is needed; identifying gaps in the Village's MS4 program; and determining proposed future goals and implementation schedules. Meetings beyond those specified above will be charged hourly on a time and expense basis in accordance with our 2024 rate schedule.

#### **Task 2: Map Updates**

H2M's geographic information system (GIS) team will update the Village's existing GIS data to accommodate the newly-revised, 6-month mapping requirements. Because the Village currently maintains its stormwater infrastructure data within GIS, we will develop additional mapping requirements within GIS as well.

- MS4 outfalls (as required for MS4 Operators continuing coverage from previous iterations of this SPDES general permit);
- Interconnections (as required for MS4 Operators continuing coverage from previous iterations of this SPDES general permit);
- Preliminary storm-sewershed boundaries (as required for MS4 Operators continuing coverage from previous iterations of this SPDES general permit);
- Conveyance system;
- Culvert crossings (location and dimensions);



- Stormwater structures;
- Names and location of all surface waters of the State & Inventory/Priority Waterbodies List;
- Land use;
- Roads; and
- Topography.

We can process the Village's mapping requirements and produce revised paper maps, however our recommendation would be to establish an Esri ArcGIS Online data repository. ArcGIS Online (AGOL) is Esri's cloud-based GIS program that enables users to access, query, update and print GIS data and maps. It is a practical solution for smaller municipalities that do not wish to maintain more expensive and complex desktop software. Once established and configured, the AGOL map interface is intuitive and user-friendly, with simple, single-click button functionality and printing. If the Village is interested in exploring this as a means of improved data management, we would be happy to provide you with more information.

**Task 3: Technical Assistance**

H2M will continue to work with the Village to support MS4 program management tasks and identify and address deficiencies in their MS4 program. Technical assistance will be provided on an hourly basis with a not to exceed budget identified in the below fee schedule.

**FEE SCHEDULE**

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

Task 1a: Stormwater Management Program (SWMP) Updates .....	\$ 8,200.00 (lump sum)
Task 1b: Meetings and Conference Calls .....	\$ 1,500.00 (hourly not to exceed)
Task 2: Map Updates .....	\$ <u>3,500.00 (lump sum)</u>
Task 3: Technical Assistance .....	\$ 2,000.00 (hourly not to exceed)

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 Angelica Apolaris at (631) 756-8000 x1720.

Very truly yours,

**H2M architects + engineers**

Angelica Apolaris  
Project Environmental Planner

Sharon Norton Remmer  
Vice President  
Director of Planning

cc: Maria Alfano-Hardy, Administrator  
PAD – H2M  
LMR – H2M  
CMK – 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:** \_\_\_\_\_



**CSHL INC.**

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

FREE ESTIMATES  
LICENSED & INSURED

Customer:	<i>Inc village of Bayville</i>	Phone:		Date:	<i>3-04-2021</i>
Address:	<i>34 School St Bayville NY 11709</i>				

<i>Remove three locust trees interfering with signs view near Bayville Bridge</i>	<i>1850.00</i>
<i>Remove uprooted tree leaning over property on 15th st</i>	<i>350.00</i>
Sub - Total:	<i>2,200.00</i>
Past Due:	
Tax:	<i>00.00</i>
Total:	<i>2,200</i>



REGULAR MEETING FEBRUARY 26, 2024

Trustee Valsecchi moved BE IT RESOLVED that the Village's Investment Policy has been reviewed and no changes are necessary.

Seconded by: Trustee Santoro

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

**RESOLUTION 2024-18**

Trustee Valsecchi moved BE IT RESOLVED to approve the proposal from Cold Spring Harbor Landscaping and Tree Service to remove two dead locust trees at the corner of Ludlam Avenue and West Harbor Drive for an amount not to exceed \$1,500.00.

+ 1950.00 None Pro Time.

Seconded by: Trustee Walsh

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

**RESOLUTION 2024-19**

Trustee Santoro moved BE IT RESOLVED to approve the request of American Legion to hold its 2024 Memorial Day Parade on May 27, 2024, starting with assembling on Village Green at 12:00PM, then a ceremony at 12:30PM, and parade step-off at 1:00PM. The parade route will be north on School Street, east on Bayville Avenue to Soundside Beach.

Seconded by: Trustee De Natale

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

**RESOLUTION 2024-20**

Trustee Santoro moved BE IT RESOLVED to accept the proposal from Bridge Marine to replace two docks at West Harbor Beach as per their proposal dated February 7, 2024, for an amount not to exceed \$17,040.00.

Seconded by: Trustee Valsecchi

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

**RESOLUTION 2024-21**

Trustee Santoro moved BE IT RESOLVED to accept the proposal from Forest Iron Works to perform emergency repairs on the rear staircase at the Community Center for an amount not to exceed \$1,980.00.

Seconded by: Trustee Valsecchi

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

**RESOLUTION 2024-22**

Trustee Valsecchi moved BE IT RESOLVED to accept the proposal from Jim Bajek and Dr. Ron Abrams to prepare and manage dredging and dock extension RFP's and oversee dredging for the Village of Bayville for an amount not to exceed \$38,755.00.

Seconded by: Trustee De Natale

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

**RESOLUTION 2024-23**

**NOTICE OF PUBLIC HEARING  
INCORPORATED VILLAGE OF BAYVILLE**

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Incorporated Village of Bayville will hold a public hearing commencing at 6:45 PM on Monday, February 26, 2024, in Village Hall, 34 School Street, Bayville, New York 11709 to consider the matter summarized below:

Repairs to Pine Park Avenue and Howard Road, both of which are non-through streets, as proposed by Tim Wilson, an authorized representative for petitioners of the Pine Howard Civic Association seeking to maintain/improve said streets located within a private street improvement district. The Board of Trustees will also consider the assessment, levy and collection of administrative and professional costs and reasonable Village Counsel fees and expenses of the



architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

March 14, 2024

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

**Re: Proposal for Professional Services  
Inc. Village of Bayville  
License Plate Reader Camera Feasibility Study  
H2M Proposal No.: LP240308**

Dear Mayor Minicozzi:

H2M architects + engineers (H2M) is pleased to provide our proposal for professional consulting services associated with the feasibility study for the installation of License Plate Reader (LPR) Cameras at two remote locations in the Inc. Village of Bayville. The Scope of Services is based on H2M's site visit with the Village on February 15, 2024. One location is at the intersection of Ludlam Avenue and W. Harbor Drive. The second location is on Bayville Avenue (adjacent location of "The Tides Motor Inn").

Our understanding of the scope of work is as follows:

#### **SCOPE OF PROFESSIONAL SERVICES**

The project scope will consist of performing a site visit to document the exact location of the LPR Cameras, evaluate possible point of service for electrical, evaluate the existing network infrastructure and point of service for internet, determine location of video hardware associated with cameras, evaluate options of data storage, and evaluate cost for installation and software licensing of cameras.

The following information will be evaluated and determined by the Village. Gathering of this information has not been included in the feasibility study:

1. Determination of property ownership at potential location of equipment to be installed.
2. Coordination with Nassau County Police Department (NCDP) if access/monitoring of videos are required.
3. Radio/Cellular Signal Study.

The following is a brief description of the anticipated tasks that will be performed under this proposal:

#### **LICENSE PLATE READER (LPR) CAMERA FEASIBILITY STUDY (LETTER REPORT)**

- A. Conduct a site visit to review and document the existing locations and feasibility for installation of new cameras and poles.
- B. Evaluate and provide three (3) separate manufacturers of cameras.
- C. Evaluate and provide associated software licensing packages for each camera manufacturer.
- D. Coordinate with local electric utility (PSEG) for electrical service availability.
- E. Coordinate with local Internet Service Provider (Verizon/Optimum) for service availability.



- F. Evaluate options for radio or cellular back up to network connection.
- G. Evaluate options of data storage (i.e. Network Video Recorder (NVR), Cloud Storage, etc.).
- H. Evaluate enclosure size/specifications for local camera hardware and network equipment (i.e. network switch, fiber patch panel, etc.)
- I. Evaluate installation of Uninterruptible Power Supply (UPS) for back-up power to network switch and cameras.
- J. As a final deliverable, H2M will prepare a letter report summarizing our findings and providing recommendations. The letter report will include a rough order of magnitude (ROM) construction cost estimate for each recommendation/option presented.
- K. Attend one (1) meeting with the Village to present our findings and recommendations.

**FEE SCHEDULE FOR SERVICE AGREEMENT**

Our fees for the services indicated shall be based on a Lump Sum Fee:

<b>ENGINEERING FEES</b>	
LPR Camera Feasibility Study and Letter Report	\$14,500

The professional fees for the above stipulated project phases do not include any incurred reimbursable expenses. Outside expenses such as express mailings, photocopies, prints, purchase of documents from agencies, etc. will be billed as reimbursable expenses at our direct.

Reimbursable Expenses	<i>Estimated Fee:</i>	\$250
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Should the Village decide to proceed with the design documents for the new camera(s) after the completion of the feasibility study, there will be reduced effort during design due to the information obtained during the study (i.e. preliminary assessments, location assessment, etc.). H2M will take into account the feasibility study and preliminary work if a full design proposal is requested.

H2M proposes to complete the feasibility study within eight (8) weeks of your authorization to proceed.

**PROPOSAL STIPULATIONS**

All work will be completed in accordance with our current agreement with the Village. Please indicate acceptance of this proposal by signing and dating the proposal and returning to H2M.

The offer to perform the proposed services shall remain open for ninety (90) days from the date of the proposal shown above. Extensions of this proposal shall be in writing only.

**BILLINGS AND PAYMENTS**

Billing will be invoiced monthly. Payment for services rendered, including accrued reimbursable expense, is due upon presentation of invoice.



Any additional fees for changes in the scope of work will be identified and agreed upon, prior to the commencement of additional work.

If you have any further questions regarding the above letter, please contact the undersigned at (631) 756-8000 extension 1504. Thank you for allowing H2M the opportunity to rend this proposal for professional services.

Very truly yours,

**H2M architects + engineers**

Anthony W. Kim, P.E.  
Assistant Vice President  
Department Manager - Electrical

Ernest V. Iannucci, P.E., LEED AP  
Senior Vice President

Enclosure

cc: MRM, KD – H2M  
Maria Alfano-Hardy – Inc. Village of Bayville

**PROPOSAL AGREED & ACCEPTED BY:**

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

Print Name: Steve Minicozzi

Title: Mayor

Client: Inc. Village of Bayville  
Address: 34 School Street  
Bayville, NY 11709

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

# LG Seamless Gutters & Leaders

2413 Prospect Pl,  
Bellmore, NY  
11710  
516 779-1799  
lgseamless@gmail.com



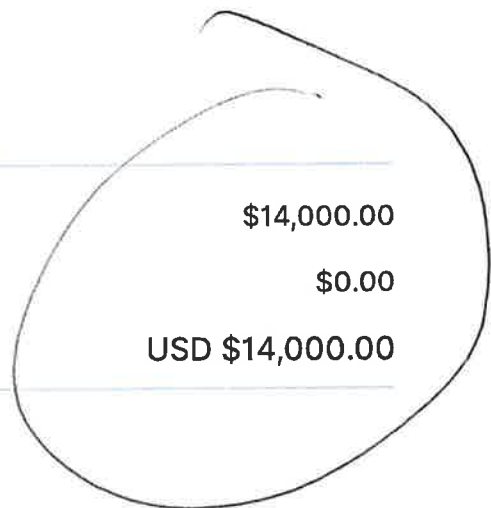
TO  
**Steve Minicozzi**  
516 807-9953  
steve@cozyrealty.com

DATE  
Feb 14, 2024

TOTAL  
USD \$14,000.00

PROPOSAL  
EST0021

DESCRIPTION	RATE	QTY	AMOUNT
88 Bayville Ave, Bayville Gutters & Leaders Aluminum capping on doors, Soffit throughout, Siding on the front, Capping on Windows Azek around doors, Aluminum will become wavy	\$14,000.00	1	\$14,000.00
	SUBTOTAL		\$14,000.00
	TAX		\$0.00
	TOTAL		USD \$14,000.00



# FZ Home Improvement Contractors

3/8/24

Incorporated Village of Bayville  
34 School Street  
Bayville NY 11771  
Attn Mayor Minicozzi

Proposal for Bayville Community Center, 88 Bayville Ave .

FZ will;

- Provide and install Double Lap Vinyl Siding and Scallops to Front wall
- Install metal Capping on all windows on building
- Cap all Soffits
- Replace wood around all doors with AZAC

All electrical by others  
Village to provide trash removal

Total \$16.200

107 Audrey Avenue, Oyster Bay NY 11771 516-984-5368

## Steve Minicozzi

---

**From:** Ross Burwasser <ross.burwasser@windowworldofli.com>  
**Sent:** Thursday, March 7, 2024 8:53 PM  
**To:** Steve Minicozzi  
**Subject:** Siding project for 88 Bayville Ave.

Hi Stephen,

The siding project for 88 Bayville Avenue will include the following:

- Siding for the front of the building, Dutchlap style on the 1<sup>st</sup> floor in cream color, and scallops style in white for the front peak;
- Removing the wood from the front due to the rotted wood at the bottom;
- House wrap for the front;
- 6" gutters and leaders for the 1<sup>st</sup> floor and 5" gutters and leaders for the 2<sup>nd</sup> floor, both with metal screen leaf guards;
- Fascia trim on all 4 sides of the building;
- Soffits;
- Capping all windows, doors and patio doors;
- Removing all old debris.

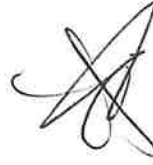
The cost for this is \$16,385 installed.

Thank you.

Best regards,

Ross

Window World of L. I.



**Prepared For**

Bayville Town  
88 Bayville Ave  
Bayville

**P.A.G & SONS LLC**

585 Bicycle Path, Suite 20  
Port Jefferson Station, NY 11776  
Phone: (516) 592-3791  
Email: pagsonslc@gmail.com

Estimate # 1018  
Date 03/11/2024

<b>Description</b>	<b>Total</b>
Exterior	\$1,800.00
(1) dusk till dawn sensor	
(2) old work sconces	
(1) old work flood	
(1) old work exterior gfi	
Kills and Relocates	\$750.00
Remove all exterior conduit	
Bring all wiring into walls of structure	
<b>Subtotal</b>	<b>\$2,550.00</b>
<b>Total</b>	<b>\$2,550.00</b>

- All Filing fees and underwriters cost will be additional.
- fixtures not included unless specified.
- pricing based on basic builders fixtures anything else with be at additional cost.



By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Bayville Town



Advanced Electrical Resources, Ltd.  
565 Suffolk Avenue  
Massapequa, NY 11758  
Cell: (516) 721-2985 email: [dt007usa@gmail.com](mailto:dt007usa@gmail.com)

## *Proposal*

February 23<sup>rd</sup>, 2024

The Incorporated Village of Bayville

Attn: Mrs. Maria Alfano-Hardy, Mr. Mayor Minicozzi, Mr. Giuseppe Sicuranza

34 School Street

Bayville, NY 11709

Phone: 516-628-1439

Fax: 516-628-3740

Email: [MALFANO HARDY@BAYVILLENY.GOV](mailto:MALFANO HARDY@BAYVILLENY.GOV)

Email: [sminicozzi@bayvilleny.gov](mailto:sminicozzi@bayvilleny.gov)

Email: [GSICURANZA@BAYVILLENY.GOV](mailto:GSICURANZA@BAYVILLENY.GOV)

**Re: Community Center – North Façade Conduit Removals, etc.:**

### **I. Community Center – North Façade Conduit Removals – As Outlined Below:**

- Lighting & Outlet Conduit/Wiring – remove & re-route as required (within framing members). Furnish & install recessed boxes as required:

Note: North Façade surface to be removed & updated. Electrical contractor will make required wiring adjustments/extensions/etc. subsequent to this for a “seamless” installation. Only mounting boxes & actual lighting will remain here. The *main electrical service mounting hardware – by others*. Upon façade completion we will return & reinstall re-used lighting fixture (apex area, control as before):

- Ambulance Outlet Branch Circuitry & Conduits (north & eastern facades) – remove existing conduit & branch circuitry within same (approximately 75-80 linear feet). Re-route within wall & attic space above. Reinstall smaller section of conduit on easter side, reinstall ambulance outlet. Upgrade cover as required:

Note: The aforementioned ambulance outlet related work will require cutting sheetrock wall area on adjacent upper level above to gain access to attic. A permanent access panel (or basic repair) is recommended – by others:

Cost of above work & materials (I): \$2,695.00

**Total Estimate (I): \$2,695.00**

**“Thank you for considering “Advanced Electrical Resources, Ltd.”!**

Rocco T. Ranaldo, Jr. Inc.

Electrical Contractor  
 4 Ellison Street  
 Bayville, NY 11709  
 516 628 3726

# Estimate

Date	Estimate #
3/21/2024	2777

Name / Address
Inc Village of Bayville 34 School St Bayville, NY 11709

Project

Item	Description	Qty	Cost	Total
Labor/Material	COMMUNITY CENTER  NORTH FACADE 1) Remove the two conduits off the north facade and reinstall the wiring behind the walls to two wall sconce locations midway up and relocate the existing flood to the upper peak and install new boxes for all 3 locations. 2) Return to install the new lighting when siding is complete.  AMBULANCE OUTLET Remove the conduit across the front of the building and run new wiring through the knee wall attic to the existing outlet location, provide new box, GFI outlet, conduit and proper in use cover. Provide a 24x24 access panel for the knee wall attic		2,875.00	2,875.00
	***PERMITS AND INSPECTIONS ARE NOT INCLUDED*** Sales Tax		8.625%	0.00
	<b>Total</b>			

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

*Hotine Bros. Inc.*

1 First Avenue, Bayville, N.Y. 11709  
Phone 516-628-3811

Feb. 23,2024

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

We are submitting an estimate of \$5400 to excavate and pave walkway at the Community Center. Included is adding an access cover for the drywell.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.



# TONY & NICK Landscape & Masonry

10 Private Dr, Bayville, NY11709  
Phone 516-510-7799

Att Mr. Minicozzi  
Village of bayville  
Bayville, NY11709

RECEIVED  
INCORPORATED VILLAGE  
OF BAYVILLE  
2024 MAR -1 P 12:20  
VILLAGE CLERK-TREASURER

DATE	DESCRIPTION	CHARGES
2/27/2024	<b>Asphalt work community center</b> 1)Removal of cement walk 2)Installing new asphalt walk 3)Opening of well on parking area 4)Installing open grate to grade 5)Fixing drain pipe to make sure it has pitch to well 6)Fixing of open area of well (with asphalt and AC cut areas) 7)Removal of R.R tie area to grade 8)Removal of all debri	
	total tax	\$5,500.00
	<i>Totals:</i>	<b>\$5,500.00</b>

*Terms: Full payment is expected after job completion and upon receipt of billing statement.*



# AMERICAN PAVING INC.



**"PAVING, A WHOLE NEW WAY"**

P.O. Box 303 GLEN HEAD, NY 11545 • P: 516.609.8386 • FAX: 516.609.3339  
info@americanpavingcorp.com

## Proposal

Guiseppe Sicuranza  
Village of Bayville  
34 School Street  
Bayville, NY 11709  
Email: gsicuranza@bayvilleny.gov

No 24-0049

Date: 3/14/2024

SALESPERSON	JOB	TERMS
Angelo	See Below	See page 2

DESCRIPTION	LINE TOTAL
<b>Option # 1</b>	
To excavate and find the drainage pool	
Install new pipe if necessary	
Patch area	
Complete Labor and Materials for Option # 1	\$2,900.00
<b>Option #2</b>	
Remove sidewalks in front of community center	
Install new RCA base	
Pave with 2"	
Complete Labor and Materials for Option # 2	\$2,400.00
<b>Option # 3</b>	
Remove Railroad ties and top soil	
Leave area flat	
Grate to parking lot	
Complete Labor and Materials for Option # 3	\$1,100.00

By signing this proposal, you attest you are satisfied and accepting of the proposal as-is including but not limited to the specifications, prices, terms and conditions (see Important Terms): Sign here and return

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

*\$6,150.00*

INSTRUCTIONS: ATER SIGNING, RETURN TO: INFO@AMERICANPAVING CORP.COM

**THANK YOU FOR YOUR BUSINESS!**

Estimate Addendum – Important Terms and Conditions

EXCLUSIONS –

- PERMIT FEES / BONDS
- DEWATERING OR PUMPING
- LAYOUT OR STAKEOUT
- HAZARDOUS MATERIALS
- TEMPORARY OR PERMANENT FENCE
- EXCAVATING OR BACKFILL FOR OTHER TRADES
- PUMPING OR REMOVAL OF TANKS
- UTILITY INTERFERENCES
- REMOVAL OF BURIED FUEL TANKS
- READJUSTMENTS OF CASTINGS
- UTILITY DISCONNECTS
- DAMAGE TO UNMARKED EXISTING UNDERGROUND UTILITIES
- ANYTHING OTHER THEN MENTIONED ABOVE IS EXTRA

PAYMENT SCHEDULE –

- 50% UPON JOB START DATE
- 50% UPON JOB COMPLETION

TERMS & CONDITIONS OF CONTRACT –

- THE OWNER REPRESENTS THAT HE IS THE FEE OWNER OR ONE OF THE FEES OWNERS OF THE PROPERTY WHERE WORK IS BEING PERFORMED. THE OWNER AGREES TO ASSUME RESPONSIBILITY FOR THE JOB LOCATION AND OTHER CONSTRUCTION COVERED UNDER THIS CONTRACT BEING WITH HIS PROPERTY LINES AND NOT IN VIOLATION OF SETBACKS AND OTHER RESTRICTIONS, COVENANTS, ZONING ORDINANCES AND BUILDING CODES OF THE MUNICIPALITIES HAVING JURISDICTION THEREOF.
- CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY CIRCUMSTANCE BEYOND HIS CONTROL, INCLUDING ACTS OF GOD, ADVERSE WEATHER CONDITIONS, STRIKES, INABILITY TO OBTAIN MATERIAL AND EQUIPMENT FROM NORMAL SOURCES, OR ACTS OF THE OWNER INCLUDING INSUFFICIENT WATER SUPPLY AND/OR WATER PRESSURE AT INSTALLATION SITE. DUE TO SHORTAGE OF BUILDING SUPPLIES AND/OR DUE TO SUBSTITUTION MADE THERETO BY THE MANUFACTURERS OF THE SAME. THE CONTRACTOR RESERVES THE RIGHT TO MAKE SUCH CHANGES AND/OR SUBSTITUTIONS OF MATERIALS, AND CONSTRUCTION, WHICH MAY BE REQUIRED DUE TO FORGOING.
- THE CONTRACTOR'S SOLE LIABILITY IS IN THE PERFORMANCE OF THIS CONTRACT AND ITS SPECIFIC PURPOSE ON INSTALLING SAID WORK. IT IS THE SOLE LIABILITY OF THE OWNER TO PROTECT HIS PROPERTY FROM INTRUDERS, TRESPASSERS, AND ANY OTHER PERSONS OR CHILDREN DURING THE PERIOD OF CONSTRUCTION AND HEREBY AS MAY BE SET FORTH IN ANY TOWN ORDINANCE APPLICABLE.
- THE CONTRACTOR SHALL, AT ITS OWN COST AND EXPENSE, PROCURE AND MAINTAIN PUBLIC LIABILITY INSURANCE FOR PROPERTY DAMAGE AND PERSONAL INJURIES AND WORKMAN'S COMPENSATION INSURANCE. THE OWNER RELEASES CONTRACTOR OF ALL CLAIMS AND LIENS AFTER FINAL PAYMENT IS MADE.
- THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DAMAGES TO LAWN, FUEL LINES, SIDEWALKS, DRIVEWAYS, CURBS, SHRUBS, FLOWERS, TREES, OR OTHER VEGETATION, PATIOS, CESSPOOLS OR SPRINKLER SYSTEMS, UNDERGROUND CABLES, WALKWAYS OR FENCES, CAUSED AS A RESULT OF THE CONSTRUCTION WORK CALLED IN FOR IN THIS CONTRACT BY THE CONTRACTOR. BY THE NATURE OF THE WORK BEING DONE THERE IS FOR NECESSITY, DAMAGE TO BE EXPECTED TO THE FOREGOING AREAS. PUDDLING AND SLOW GRADES SHALL HAVE A 24 – 48 HR. RUN OFF AS A STANDARD IN THE INDUSTRY.
- THE CONTRACTOR GUARENTEED DRIVEWAY AGAINST DEFECTIVE WORKMANSHIP. ANY UNDERGROUND CONDITIONS THAT EXIST (WATER POCKETS, VEGETATION GROWTH, SOFT GROUND) THE CONTRACTOR RESERVES THE RIGHT TO GUARENTEE IN WRITING. TIRE MARKS AND EXCESSIVE WEIGHT ON THE DRIVEWAYS ARE NOT UNDER GUARENTEE. CONCRETE WORK HAS NO GUARENTEE.
- WORK TO COMMENCE WITHIN \_\_\_\_\_ CONTRACT SIGNING DATE. WORK TO BE COMPLETED ON ABOUT \_\_\_\_\_ OF THE TIME WORK STARTED AS LONG AS THE TERMS OF THE CONTRACT HAVE BEEN FOLLOWED.
- THE CONTRACTOR RESERVES THE RIGHT TO DELAY COMPLETION DATE UNTIL WORK PHASE HAS BEEN ACCEPTED IN WRITING BY THE OWNER AND ALL PROGRESSIVE PAYMENT HAVE BEEN RECEIVED AFTER EACH PHASE HAS BEEN COMPLETED.
- THE CONTRACTOR MAY HAVE CLAIM AGAINST THE OWNER IN THE EVENT HE IS NOT PAID, WHICH MAY BE ENFORCED AGAINST THE PROPERTY IN ACCORDANCE WITH APPLICABLE LIEN LAWS. AT THE TIME OF THE CLAIM AGAINST THE OWNER, THE CONTRACTOR WILL BE ENTITLED TO BE REIMBURSED FOR ALL AND ANY LEGAL EXPENSES, BASED ON THE TOTAL CONTRACT PRICE " AS LIQUIDATED DAMAGES".
- OWNER CERTIFIES THAT IT HAS READ THIS CONTRACT AND RECEIVED A COPY OF SAME, AND HAS NOT RELIED ON ANY PROMISES, INDUCEMENTS, REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE CONTAINED HEREIN PRIOR TO THE EXECUTION OF THIS CONTRACT. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES AND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR ANY OTHER TERMS OR CONDITIONS OTHER THEN THOSE PROVIDED HEREIN.
- ADDITION CHARGES: HEAVY ROOT SYSTEMS IN AREA OF DIGGING, ASPHALT LAYER OVER 2" THICK OR SECOND LAYER OF ASPHALT OR CONCRETE, CONCRETE WITH METAL, OR CONCRETE MORE THAN 4" THICK, ANY ROAD REPAIRS ON TOWN PROPERTY DUE TO NEW DRIVEWAY INSTALLATION, ADDITIONAL CHARGES MAY BE INCURRED BY THE CUSTOMER IN THE EVENT OF MISSED OR CANCELLED APPOINTMENTS SEALCOATING IS NOT INCLUDED IN THE PRICE OF NEW INSTALLATION.
- CUSTOMER IS RESPONSIBLE FOR TREE OR SHRUB REMOVAL IF APPLICABLE
- CONTRACTOR WILL NOT BE LIABLE FOR AND DAMAGE TO DECKS, DRIVEWAYS AND/OR STRUCTURES DUE TO AGED OR ROTTED WOOD, ASPHALT, AND EXTERIOR SIDINGS WHEN CONTRACTED FOR POWERWASHING SAME.
- Due to factors including but not limited to inflation and rising cost of supplies, the price(s) shown above are subject to change. Price and proposal as described above may only be guaranteed for 2 weeks from date shown on page one.

ACCEPTANCE

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

Michael E. Nawrocki  
Ernest Patrick Smith



CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Lauren M. Agunzo  
John K. Hoffman  
Darin V. Iacobelli  
David M. Tellier  
Christopher A. Angotta

March 19, 2024

Ms. Maria Alfano-Hardy  
Administrator  
Incorporated Village of Bayville  
Village Hall  
34 School Street  
Bayville, New York 11709

Dear Maria:

We continue to value our long standing relationship with the Incorporated Village of Bayville and continue to do our best to maintain audit fees as low as possible and provide the utmost quality within each engagement. While we anticipate the 2024 audit engagement will be very similar to the 2023 engagement and will be conducted in the same time frame, given economic conditions and rising costs our proposed fee is not to exceed \$20,500. If the Village is required to have an audit of its federal award programs, then the additional cost would be \$3,500. We continue to ensure the highest quality audit at the lowest possible cost and also recognize the continuing difficult economic times we are experiencing. Rest assured we will continue to maintain that same level of quality that we strive for with every audit.

If you have any further questions or require additional information, please do not hesitate to contact me.

Best regards,

*Nawrocki Smith LLP*

Christopher Angotta  
Partner