# INCORPORATED VILLAGE OF BAYVILLE
## BOARD OF TRUSTEES
### REGULAR MEETING
### MAY 19, 2025

- Pledge of Allegiance
- Warrants and Claims
- Budget Transfers
- Prior Meeting Minutes
- Amend Resolution 2025-60 Postage Meter
- Summer Hires
- MSW Contract
- Building Dept. Fees
- Pump Station

| | | | |
|---|---|---|---|
| **TO:** | **MAYOR STEVE MINICOZZI AND THE BOARD OF TRUSTEES** | | |
| **FROM:** | **VILLAGE CLERK TREASURER** | | |
| **DATE:** | **MAY 19, 2025** | | |
| **SUBJECT:** | **WARRANTS AND CLAIMS** | | |
| **BE IT RESOLVED that the following warrants and claims are hereby offered for approval by the Board of Trustees and BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized to make said payment.** | | | |
| **FUND** | **CLAIM NO.** | **WARRANT** | **AMOUNT** |
| **GENERAL** | | | |
| PAYROLL | 4/30/2025 | 11K | $ 29,333.22 |
| | 838 | 11L | $ 2,236.34 |
| | 839/843 | 11M | $ 816.33 |
| PAYROLL | 5/7/2025 | 12A | $ 30,132.95 |
| | 844 | 12B | $ 2,297.32 |
| PAYROLL | 5/14/2025 | 12C | $ 28,886.94 |
| | 845 | 12D | $ 2,202.32 |
| PAYROLL | 846/853 | 12E | $ 88,409.01 |
| | 854/906 | 12F | $ 170,648.42 |
| **TOTAL GENERAL** | | | **$ 354,962.85** |
| **WATER** | | | |
| PAYROLL | 4/30/2025 | 11K | $ 6,826.34 |
| | 224 | 11L | $ 520.44 |
| | 225 | 11M | $ 2,940.44 |
| PAYROLL | 5/7/2025 | 12A | $ 6,929.84 |
| | 226 | 12B | $ 528.34 |
| PAYROLL | 5/14/2025 | 12C | $ 6,889.61 |
| | 227 | 12D | $ 525.27 |
| | 228/233 | 12E | $ 121,175.53 |
| | 234/240 | 12F | $ 3,125.00 |
| **TOTAL WATER** | | | **$ 149,460.81** |
| **TRUST & AGENCY** | | | |
| | 288/293 | 11F | $ 18,714.18 |
| | 294/297 | 12A | $ 11,926.54 |
| | 298/302 | 12B | $ 103,816.65 |
| | 303/306 | 12C | $ 7,385.84 |
| **TOTAL T & A** | | | **$ 141,843.21** |
| **REVENUE ENTERPRISE** | | | |
| | 40/42 | 12A | $ 1,643.99 |
| | 43/49 | 12B | $ 2,720.57 |
| | 50/51 | 12C | $ 6,329.00 |
| **TOTAL REVENUE ENTERPRISE** | | | **$ 10,693.56** |
| **CAPITAL** | | | |
| **TOTAL CAPITAL** | | | $ - |
| **COMMUNITY DEVELOPMENT** | | | |
| **TOTAL COMMTY DEVELOP** | | | |
| **GRAND TOTAL** | | | **$ 656,960.43** |

**INCORPORATED VILLAGE OF BAYVILLE**

DATE: May 19, 2025

THE FOLLOWING BUDGET TRANSFERS & BUDGET ADJUSTMENTS ARE PRESENTED FOR APPROVAL AND, UPON APPROVAL, THE VILLAGE CLERK-TREASURER IS AUTHORIZED TO MAKE THE TRANSFERS.

| **FROM** | | | **TO** | | |
|---|---|---|---|---|---|
| **CODE** | **DESCRIPTION** | **AMOUNT** | **CODE** | **DESCRIPTION** | **AMOUNT** |
| A.1289 | INTEREST ON INVESTMENTS | $80,000.00 | A.1990.0400 | SP ITEM - CONTIGENT ACCOUNT | $80,000.00 |
| EXPLANATION: INCREASE REVENUE/APPROPRIATION LINE ITEMS TO REDISTRIBUTE TO APPROPRIATIONS WITH UNANTICIPATED EXPENDITURES/OVERAGES | | | | | |
| A.1990.0400 | SP ITEM - CONTIGENT ACCOUNT | $111,896.00 | A.1325.0402 | VCT - TELEPHONE | $1,000.00 |
| EXPLANATION: TRANSFERS TO COVER UNANTICIPATED EXPENDITURES | | | A.1440.0400 | ENGINEERING - CONTRACT EXP | $25,000.00 |
| | | | A.1620.0403 | SH BLDG - LIGHTING | $10,000.00 |
| | | | A.1621.0200 | SECURITY - EQUIPMENT | $2,000.00 |
| | | | A.3620.0100 | BLDG DEPT - PERSONAL SERVICES | $20,000.00 |
| | | | A.3989.0200 | VILLAGE EMERGENCY - EQUIP | $14,000.00 |
| | | | A.6410.0400 | PUBLICITY FUND - CONTRACT EXP | $4,200.00 |
| | | | A.7140.0412 | RECREATION - UNIFORMS | $500.00 |
| | | | A.8160.0404 | REFUSE DISPOSAL - REPAIRS | $20,000.00 |
| | | | A.8160.0407 | REFUSE DISPOSAL - RECYCLING | $15,000.00 |
| | | | A.8790.0400 | BECC - CONTRACTUAL EXP | $196.00 |
| **TOTAL** | | **$191,896.00** | **TOTAL** | | **$191,896.00** |

**REGULAR MEETING**
**APRIL 28, 2025**

2025-51 Board approves Warrants and Claims

2025-52 Board approves Budget transfers

2025-53 Board accepts prior meetings minutes with correction to Resolution 2025-45 to correct The hearing date listed in resolution to 3/24/2025.

2025-54 Board hires Beach Attendants and Lifeguards for 2025 season

2025-55 Board hires Eric Perez as Laborer/Sanitation Worker

2025-56 Board accepts proposal from Ultra Audio/Video & Security, Inc. to install cameras at Various locations at Village Hall.

2025-57 Board approves dredging bond for Creek Marina

2025-58 Board approves the request of St. Gertrude's RC Church to hold their annual feast at Centre Island Beach.

2025-59 Board authorizes Mayor to sign an agreement with Town of Oyster Bay for Harbormaster services within the jurisdictional limits of the Village of Bayville.

2025-60 Board approves the postage meter lease agreement

2025-61 Board approves the proposal from O'Neill Outdoor Power Equipment for new Generator

2025-62 Board approves the proposal from J.G. Seamless Gutters & Roofing to install a New roof at West Harbor Beach.

2025-63 Board lowers the Water Tax from 1.39% to 1.3846985% to ensure the Village stays Under the Tax Cap for fiscal year ending May 31, 2026.

2025-64 Board accepts the proposal from H2M for assembly of accessible bathroom renovation Bid plans for Soundside Beach

**PUBLIC HEARING CONTINUATION**
**6:45PM**
**PROPOSED LOCAL LAW A-2025**

2025-65 Board re-opens hearing

2025-66 Board closes hearing at 6:45PM

2025-67 Board readopts Local Law A-2025 as Local Law 1 of the Year 2025

**NOTICE OF PUBLIC HEARING**
**PROPOSED LOCAL LAW B-2025**
**VILLAGE OF BAYVILLE TRUSTEES**

2025-68 Board closes the hearing at 6:55PM.

2025-69 Board adopts proposed Local Law B-2025 as Local Law 2 of the Year 2025

2025-70 Board closes Regular Meeting at 7:01PM

Trustee XXXX moved BE IT RESOLVED to amend Resolution 2025-60 with the following: The Mayor is authorized to sign and execute the Pitney Bowes Sourcewell State & Local FMV Lease Agreement for a new postage machine for Village Hall front office to be billed quarterly at $960.99 for sixty (60) months. Said lease agreement includes equipment, maintenance, and software licensing.
Seconded by: Trustee XXXX
Poll of the Board: Trustee Walsh, xxx, Trustee Santoro, xxx, Trustee Tucker, xxx, Trustee De Natale, xxx, Trustee DiBartolomeo, xxx, Trustee Valsecchi, xxx, Mayor Minicozzi, xxx

**RESOLUTION 2025-XXX**

≈ Summer Hires

*A resolution to rehire Charles Dickman as a lifeguard @ $18.50 per hour and hire and to hire Giuseppe Allocca as a Beach Attendant at $15.75 per hour.*

H 2 M architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000 | h2m.com

May 6, 2025

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

**Re: Municipal Solid Waste & Recyclables Disposal Program - Recommendation of Award**
**H2M Project No.: BAYV2502**

Dear Mayor Minicozzi:

On May 1, 2025, bids were received in Village Hall for the Municipal Solid Waste & Recyclables Disposal Program. The two (2) bidders were:

- Winter Bros. Recycling of Long Island, LLC
- Long Island Waste Services

The Long Island Waste Services bid did not follow the Instructions for Bidders. Additional pricing was provided that was not requested in the bid proposal sheet. H2M maintains that the Long Island Waste Services bid is non-responsive and should be rejected.

The Winters Bros. bid contained a proposal form that was accurate and responsive. The total two (2) year bid from Winter Bros. was $990,640.00. Winter Bros. has provided these services to the Village in the past and we have found them to be qualified and responsible.

We are therefore recommending that the Village of Bayville award a contract to Winter Bros. Recycling of Long Island for the unit prices bid in the amount of $990,640.00.

Our office will provide conformed contracts to the Village for execution with the contractor once the Village Board awards the contract. Please contact our office at (631) 756-8000 extension 1447 if any questions arise concerning this project.

Very truly yours,
H2M architects + engineers

JOSEPH F. CLINE

Digitally signed by JOSEPH F. CLINE
DN: C=US, E=JCLINE@H2M.COM, O=H2M, OU=WATER RESOURCES, CN=JOSEPH F. CLINE
Date: 2025.05.06 15:34:38-04'00'

Joseph F. Cline, P.E.
*Practice Leader*

JFC:cjm

cc: Village Board of Trustees (w/encl.)
Peter Weiler, Esq. (w/encl.)
Maria Alfano-Hardy (w/encl.)

CLIENT NAME: INCORPORATED VILLAGE OF BAYVILLE

PROJECT TITLE: MUNICIPAL SOLID WASTE & RECYCLABLES DISPOSAL PROGRAM

PROJECT NO.: BAYV2502

| BID DATE: May 1, 2025 | | 5% BB or CC | | BIDDER: Winter Brothers Recycling of Long Island, West Babylon, NY | | BIDDER: Long Island Waste Services, Jericho, NY | | BIDDER (Extended): Long Island Waste Services, Jericho, NY | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | BB | | BB | | BB | |
| ITEM NO. | DESCRIPTION | QTY. | UNITS | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | Municipal Solid Waste Disposal and Construction and Demolition Debris Disposal. Delivered by Village Personnel to permitted facility | 6700 | TON | $ 119.50 | $ 800,650.00 | $ 151.44 | $ 1,014,648.00 | $ 159.01 | $ 1,065,367.00 |
| 2 | Singe Stream Recyclables Disposal. Delivered by Village Personnel to permitted facility | 1200 | TON | $ 124.50 | $ 149,400.00 | $ 121.44 | $ 145,728.00 | $ 127.51 | $ 153,012.00 |
| 3 | Yard Waste Disposal. Furnish and service Roll Off containers at Village Hall. | 50 | TON | $ 164.50 | $ 8,225.00 | $ 205.44 | $ 10,272.00 | $ 215.71 | $ 10,785.50 |
| 4 | E-Waste Disposal. Furnish and service Fully Enclosed containers at Village Hall. | 20 | TON | $ 86.50 | $ 1,730.00 | $ 517.20 | $ 10,344.00 | $ 543.06 | $ 10,861.20 |
| 5 | White Goods Disposal. Furnish and service Roll Off containers at Village Hall. Conform with EPA regulations (40 CFR Part 82, Subpart F) under Section 608 of the Clean Air Act | 40 | TON | $ 86.50 | $ 3,460.00 | $ 169.44 | $ 6,777.60 | $ 177.91 | $ 7,116.40 |
| 6 | Street Sweepings Disposal. Furnish and service Roll Off containers at Village Hall. | 40 | TON | $ 184.00 | $ 7,360.00 | $ 205.44 | $ 8,217.60 | $ 215.71 | $ 8,628.40 |
| 7 | Ferrous Metal Disposal. Furnish and service Roll Off containers at Village Hall. | 150 | TON | $ 86.50 | $ 12,975.00 | $ 133.44 | $ 20,016.00 | $ 140.11 | $ 21,016.50 |
| 8 | Glass Disposal. Furnish and service Roll Off containers at Village Hall. Included under this pay item shall be the Glass Recycling container located at West Harbor Beach Park. | 40 | TON | $ 171.00 | $ 6,840.00 | $ 205.44 | $ 8,217.60 | $ 215.71 | $ 8,628.40 |
| TOTAL BASE BID (SUM OF ITEMS 1-8) | | | | | **$990,640.00** | | **$1,224,220.80** | | **$1,285,415.40** |

| Value of Work | Fee |
|---|---|
| Up to $10,000 | $25 |
| Each additional $1,000 or fraction thereof | $5 |
| First amended building permit | $0 |
| Second amended building permit | $200 |
| Third (or more) amended building permit | $300 |
| First extension of building permit | $150 |
| Second extension of building permit | $175 |
| ~~Each additional extension~~ Expired Permit Renewal | ~~$175~~ $500 |
| Inspection of new certificate of occupancy | $150 |
| Duplicate copies of certificate of occupancy, each | $25 |
| Cesspools and/or septic systems (sanitary systems), each component | ~~$50~~ $100 |
| Plumbing or drainage permit | |
| For first 5 fixtures | $150 |
| For each additional fixture | $25 |
| Plumbing certificate of approval | $50 |
| Gas piping and/or new gas installation with pressure test required | $50 |
| Fire sprinkler permit | |
| For first 100 heads | $300 |
| For each additional 20 heads | $50 |
| Gasoline storage tank permit | |
| For first 999 gallons | $300 |
| For each additional 1,000 gallons or fraction thereof | $100 |
| Oil burner installation permit, each | $150 |
| Oil tank installation permit, each | $200 |
| Gas burner heating unit permit | $150 |
| Street opening permit | $250 |
| Curb cut permit, per linear foot | $5 |
| Demolition permit ($2,500 bond or certified check required) | ~~$100~~ $200 |
| Dry well, per unit | $100 |
| Fencing, new and replacement | $0.75 per linear foot |

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## § 13-10. Fees. [Amended 1-13-1975 by L.L. No. 1-1975; 2-25-1985 by L.L. No. 3-1985]

A. At the time of application for a building permit, the following applicable fees shall be paid to the Village:

(1) Building permit fees.

(2) Plumbing permit fees.[1]

(3) Tree and soil removal permit fees.[2]

(4) Street excavation permit fees.[3]

(5) Certificate of occupancy fee.

(6) Demolition permit fee.

(7) Application fee for letter of availability from Superintendent of Water. **[Added 10-25-1987 by L.L. No. 7-1987]**

(8) Application fee for fire sprinkler system. **[Added 10-25-1987 by L.L. No. 7-1987]**

(9) Application fee for lawn sprinkler system. **[Added 10-25-1987 by L.L. No. 7-1987]**

B. Building permit and certificate of occupancy fees. **[Amended 7-24-2000; 8-28-2000 by L.L. No. 2-2000; 12-8-2003 by Res. No. 2003-123; 5-21-2018 by Res. No. 2018-72; 1-25-2021 by Res. No. 2021-11; 3-28-2021 by Res. No. 2021-37]**

(1) The fee for a building permit or certificate of occupancy shall be determined according to the following schedule. Said schedule may be revised as determined from time to time by resolution of the Board of Trustees to be necessary. **[Amended 8-28-2023 by Res. No. 2023-151]**

| Value of Work | Fee |
|---|---|
| Application, building and plumbing (nonrefundable) | $200 |
| Up to $1,000 | $200 |
| Each additional $1,000 or fraction thereof | $12 |
| Certificate of occupancy | |
| For first $1,000 | $35 |
| Each additional $1,000 or fraction thereof | $5 |
| For change of use (business) | $10 |
| Certificate of completion on alterations where certificate of occupancy does not apply | |

1. **Editor's Note: See Ch. 52, Plumbing, Art. II, for specific provisions.**
2. **Editor's Note: See Ch. 72, Trees, for specific provisions.**
3. **Editor's Note: See Ch. 64, Streets and Sidewalks, Art. I, for specific provisions.**

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| Value of Work | Fee |
|---|---|
| Fireplaces | $50 |
| Multigenerational permit annual renewal fee | ~~$50~~ $250 |
| Title and abstract company search fee, residential | $55 |
| Title and abstract company search fee, commercial | $95 |
| Heat pump (from well) | $30 |
| ~~Solar energy system~~ | ~~$30~~ |
| Permit to maintain existing structures | 3 times the total fee |

(2) In the event that an application for a building permit is not approved, the applicant shall be entitled to a refund of 50% of the fee paid, provided that no construction has been commenced. If construction work has been started and the application is not approved, the fees paid shall not be refunded. All permits shall expire in one year, and the renewal fee is as described in § 13-10B(1).

(3) Failure to receive a permit before work has begun will cause the permit fee to be tripled.

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**AGREEMENT BETWEEN THE COUNTY OF NASSAU AND THE INCORPORATED VILLAGE OF BAYVILLE FOR THE CONSOLIDATION OF STORMWATER MANAGEMENT RESOURCES AND SERVICES**

THIS INTERMUNICIPAL AGREEMENT (this "**Agreement**") made and entered as of the date on which this Agreement is last executed by the parties hereto by and between the COUNTY OF NASSAU a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola New York 11501 (the "**County**"), on behalf of the Nassau County Department of Public Works (the "**DPW**") and the INCORPORATED VILLAGE OF BAYVILLE, a municipal corporation having offices at 34 School Street, Bayville, New York 11709 (the "**Village**") concerning consolidation of stormwater management resources and services

**WITNESSETH**

WHEREAS the County currently owns and operates a stormwater collection and disposal system located on Bayville Avenue in the Village (the "**County Infrastructure**"); and

WHEREAS, the Village is constructing an 1,100 gpm pump station at the intersection of 6th Street and First Avenue in the Village to be operated manually by the Village following rain events (the "**Pump Station**"); and

WHEREAS, 6th Street and First Avenue which are private roads located within the Incorporated Village Of Bayville; and

WHEREAS, the Village desires to connect the Pump Station to the County Infrastructure (the "**Connection**"); and

WHEREAS, the Pump Station will be owned and maintained by the Village and the County shall have no responsibility for the Pump Station; and

WHEREAS the County and the Village each represent that the respective municipalities are authorized pursuant to both Article 9 of the New York State Constitution and the General Municipal Law to enter into intergovernmental cooperative agreements; and

WHEREAS the County and the Village believing it to be in the best interest of the taxpayers of their respective municipalities do hereby mutually authorize inter municipal cooperation and assistance with and between each other for the disposal of stormwater and related services.

NOW THEREFORE in consideration of the mutual covenants set forth herein the parties hereto do agree as follows:

1. The Village, at its sole cost and expense shall construct the Pump Station and appurtenances for the Connection at the location shown on the map attached hereto and made a part hereof, a copy of which is filed with the Nassau County Department of Public Works (hereinafter "**Public Works**". The Pump Station and all lines, one (1) manhole structures and other appurtenances (the "**Pump Station Infrastructure**") shall be constructed at the locations and in the manner prescribed in the Village's construction plan approved by DPW, and in strict accordance with DPW standards and specifications. All construction provided for herein shall at all times be subject to examination by County inspectors. The Village's Professional Engineer shall provide the County with all survey information in the field which is required to construct the Pump Station and appurtenances in accordance with the plan. The Village agrees that examination by County inspectors shall not relieve Village of its obligations hereunder.

2. The Village agrees to engage an individual or organization with proven experience and ability to perform the type of construction provided for herein, which individual or organization shall be acceptable to, and be approved in writing by the County's Commissioner of Public Works or his designee. No construction shall commence until such written approval is issued by the County Commissioner of Public Works or his designee. The Village further agrees that the County's approval of an individual or organization to construct the Pump Station or Pump Station Infrastructure shall not under any circumstance make the County responsible or liable in any manner for any expense incurred by the Village in connection with said

construction by such individual or organization, nor relieve the Village of its obligations hereunder.

3. The Village shall submit a schedule of its operations so that the location and order of progression of the construction may be approved by DPW, and all construction must be in accordance with accepted, modern methods. Materials to be incorporated in the construction and the vendors thereof shall be selected from those approved by Public Works.

4. The Village shall submit to the County a certified copy of "As Built" drawings (one full size mylar 22"x34" and one digital .pdf format) of the Pump Station and Pump Station Infrastructure prepared by a licensed engineer or land surveyor, prior to the County's final acceptance of the Connection. The County's acceptance of said drawings is subject to Public Works' approval as to form, scale detail, sheet size and other requirements.

5. It is understood that conditional approval and final approval of the construction of the Pump Station and Pump Station Infrastructure is contingent upon all work having been completed to Public Works' standards and specifications as determined solely by Public Works at the time of such acceptances, whether conditional and/or final. It is understood that the standards and specifications of Public Works are subject to change at any time prior to the County's final approval of the construction, and that the cost of meeting any such changed standards and/or specifications shall be borne solely by the Village. It is understood that the Village remains responsible in all ways for the maintenance, capital improvements and ownership of the Pump Station and Pump Station Infrastructure with the exception of the one (1) manhole which will be owned by the County. The County reserves the right to revoke the approval of the Connection. If the County revokes approval of the Connection, removal of the Connection shall be performed by the Village at the County's request in a timely manner and at no cost to the County. Moreover, should the County find at its sole discretion that pumping activities cause adverse effects on the County Infrastructure, the Village shall immediately cease pumping operations.

6. The Village will construct the Pump Station and Pump Station Infrastructure at no expense to the County. The County's acceptance of the Connection shall take effect upon a satisfactory Public Works' inspection of the Pump Station and Pump Station Infrastructure. Upon a letter confirming same by the Commissioner, the County shall conditionally approve construction. The Commissioner of Public Works or his designee shall have sole authority to approve and accept the Connection.

7. The Village shall in all ways be responsible to repair, replace and maintain the Pump Station and Pump Station Infrastructure. This responsibility to repair, replace and maintain includes a guarantee that the integrity of the Pump Station shall be maintained by the Village. Should the Village fail to so repair, replace and/or maintain the Pump Station or Pump Station Infrastructure in accordance with Public Works' standards, and should Village fail to cure such default within thirty (30) days after receipt of notice from Public Works, the County may undertake or cause to have undertaken said repair, replacement and/or maintenance. Any amount expended by the County, including costs of inspection, etc., shall be reimbursed by the Village either directly or through the escrow monies and/or bonds. Said amounts due billed to the Village shall be paid promptly and shall be considered a lien secured by the property of the Village, including but not limited to the Pump Station which is the subject location of this Agreement. If litigation is commenced to recover from the Village the cost to repair and inspect, the Village shall also be liable to pay the County's reasonable attorneys' fees, costs and disbursements incurred in connection with the litigation.

8. The Village at its own cost and expense shall secure any and all necessary permits and shall abide by the rules and regulations of any municipality or agency having jurisdiction over the Pump Station.

9. The Village, its assigns and successors, agree to defend, indemnify and hold the County harmless from any and all liability, loss, damages, costs or expenses which at any time occur or are claimed to have occurred at the Pump Station, whether such liability, loss, damages, etc., be on behalf of the Village, the County and/or its agents, representatives, employees, etc., or on behalf of a third party, and whether such liability, loss, damages, etc., involve personal injury and/or property damage. The County is to be in no way responsible for any damages or injury arising from any cause whatsoever. Moreover, for the sake of clarity, in addition to the above, the County shall not be liable for any and all issues with the Pump Station, including issues

relating to the operation, maintenance, or capital improvements thereto, including any issues caused by the Connection to the County Infrastructure.

10. The Village shall obtain and maintain Public Liability and Workers' Compensation insurance issued by insurers licensed to do business in New York State. The minimum Public Liability policy limit shall be Two Million ($2,000,000) Dollars per occurrence, personal Bodily Injury and Property Damage combined. The Village shall also provide to the County a Protection Liability insurance policy in the name of County of Nassau as sole assured with same coverage. Certificate(s) of the Village's Liability and Workers' Compensation insurance and the policy for County shall be delivered to the County concurrently with the Village's execution and delivery of this Agreement. Certificate(s) evidencing the Village's insurance shall contain an agreement by the issuer that the policy will not be cancelled, expired or terminated without thirty (30) days prior notice to the County. At least thirty (30) days prior to such expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance, containing an agreement by the issuer that the insurance will not be cancelled, etc., without thirty (30) days prior notice to County, shall be delivered to the County. In addition, the Village shall provide to the County proof that its Engineer maintains Professional Liability insurance. Failure to provide such insurance shall place the Village in violation of this Agreement. Any expense incurred by the County, including but not limited to legal expenses, due to the failure of the Village, its successors and assigns to provide insurance shall be reimbursed to the County by the Village without need for legal action.

11. Bayville shall notify the County in writing a minimum of as soon as possible prior to any pumping operations of the Pump Station.

12. This Agreement shall be perpetual and shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

13. The Village warrants that it is not in arrears to the County upon debt or contract, and that it is not in default as Surety, Contractor or otherwise concerning any obligation to the County.

14. This Agreement shall be recorded by County of Nassau, the Grantee/Indemnitee herein.

15. This instrument constitutes the entire agreement of the parties. All discussions, understandings and concurrences are merged into or superseded by this Agreement. This Agreement fully and completely expresses the intent of County and the Village and shall not be modified or amended except by written agreement executed by County and the Village. The Village understands and agrees that no representation of any kind whatsoever has been made to it other than as appears in this Agreement, that it has not relied on such representation, and that no claim that it has made such reliance may be maintained at any time nor for any purpose.

IN WITNESS WHEREOF, the respective parties have caused this instrument to be duly executed this day and year first written above.

**COUNTY OF NASSAU**

By: _____

Name: _____

Title: _____

Date; _____

**VILLAGE OF BAYVILLE**

By: _____

Name: _____

Title: _____

Date: _____

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

On the ____ day of _____ in the year 2025 before me personally came ARTHUR T. WALSH to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

_____
Notary Public

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

On the ____ day of _____ in the year 2025, before me personally came STEVE MINICOZZI to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Mayor of the Village of Bayville, the municipal corporation described herein and which executed the above instrument; and that he signed his name pursuant to the authority of New York State Law.

_____