

**INCORPORATED VILLAGE OF BAYVILLE
BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 24, 2026**

≈ Pledge of Allegiance

**SITE PLAN HEARING CONTINUED
6:35PM
16 LUDLAM AVENUE**

- ≈ Warrants and Claims
- ≈ Prior Meeting Minutes
- ≈ Dog Warden Agreement
- ≈ New Truck - Water Dept.
- ≈ Board of Ethics
- ≈ L.I. Water Conference Intermunicipal Purchasing Agreement
- ≈ Street Light Maintenance Agreement
- ≈ Commons Repair
- ≈ GPRS Leak Detection Proposal
- ≈ SEQUA Resolution – Library
- ≈ Tree – West Harbor Dr.
- ≈ License Agreement – VOB & Nassau County

EXECUTIVE SESSION

REGULAR MEETING
JULY 27, 2026

PUBLIC HEARING
PROPOSED LOCAL LAW C-2026

2026-125 Board closes hearing at 6:36PM

2026-126 Board adopts proposed Local Law C-2026 as Local Law 3 of the year 2026

SITE PLAN HEARING
16 LUDLAM AVENUE

2026-127 Board adjourns hearing to be continued on August 24, 2026.

2026-128 Board approves Warrants and Claims

2026-129 Board accepts prior meetings minutes

2026-130 Board approves request of St. Gertrude's Preschool to hold their year-end picnic at West Harbor Beach on June 2, 2027.

2026-131 Board authorizes Mayor to sign the IMA with Locust Valley Central School District

Waterside Change Order – after discussion the Board tabled the matter.

2026-132 Board denies request of Vantage Realty Partners to distribute advertising materials door to door.

2026-133 Board approves the quote from GoGov for GoNotify Notifications & Alerts for Citizen Engagement

2026-134 Board increases annual salary of Building Inspector Doug Groth

2026-135 Board sets filing fees and deposits for all applications to the Zoning Board of Appeals and all other costs and disbursements for such matters including stenographic and reproduction costs, and counsel fees and costs and disbursements incurred by counsel

2026-136 Board appoints Robert B. Kronenberg, Esq. as hearing officer for all N.Y. Civil Service Law Section 75 Hearings going forward until 1/1/2027

2026-137 Board approves request of Mill River Rod & Gun Club to hold their annual Children's Snapper Derby at West Harbor Beach

2026-138 Board approves nunc pro tunc the estimate from North Shore Tree Service

2026-139 Board authorizes Mayor to sign Easement Agreement with National Grid to replace a section of existing gas main that is located adjacent to the West Shore Road bridge (Bayville Bridge).

2026-140 Board closes Regular Meeting at 8:19PM

**SPECIAL MEETING
AUGUST 3, 2026**

2026-141 Board approve the following final change order for Waterside Contracting related to the dredging project at Creek Beach Marina:

Additional Material Qty Cost	\$ 65,856.00
Quality of Material Charge	\$ 71,089.00
West Harbor Storage Site	\$116,797.29
Extra pilings (on all fingers	\$ 11,200.00
Extra Docks (East Expansion	\$ 36,934.00
Extra Gravel in Parking Lot	\$ 30,375.00
Extra Pilings (East Expansion	\$ 5,600.00
TOTAL	\$337,851.00



TOWN ATTORNEY
FRANK M. SCALERA

SPECIAL COUNSEL
THOMAS M. SABELLICO

Office of the Town Attorney
Town of Oyster Bay

TOWN HALL
54 AUDREY AVENUE
OYSTER BAY, NY 11771
(516) 624-6150
FAX (516) 624-6196
www.oysterbaytown.com

DEPUTY TOWN ATTORNEY
ANTHONY C. CURCIO
PAUL S. EHRLICH
ELIZABETH A. FAUGHNAN
MATTHEW D. FERNANDO
RALPH P. HEALEY
JEFFREY A. LESSER
DENNIS P. SHEEHAN
DOMENICA R. WOLFE

August 12, 2026

Incorporated Village of Bayville
34 School Street
Bayville, New York

Re: Inter-Municipal Agreement between the Town of Oyster Bay and the
Incorporated Village of Bayville
Dog Warden Services

Dear Mayor:

Enclosed find five (5) copies of the above referenced agreement to be signed and notarized.

Once executed, please return all the agreements to:

Town of Oyster Bay – Legislative Affairs
Attention: Sheila Tarnowski, Director
54 Audrey Avenue
Oyster Bay, NY 11771

Thank you for your time and attention to this matter. A copy of the fully executed agreement will be mailed to you along with a copy of the authorizing resolution. Please contact this office if you need additional information.

Sincerely,

FRANK M. SCALERA
TOWN ATTORNEY

Sheila Tarnowski
Director, Legislative Affairs

2026 AUG 19 A 9 45

ST
Enclosures

Maria Alfano-Hardy

From: Salvatore Astuto
Sent: Tuesday, August 18, 2026 12:27 PM
To: Maria Alfano-Hardy
Subject: Vehicle Purchase
Attachments: Denooyer Chevy-Village of Bayville 2026 Silverado 2500HD QUOTE- Final 8-14-26.pdf

Maria

See attached quote from Denooyer Chevy.
This includes the snowplow from Dejana, and lighting upfit from Hendrickson Fire.

Denooyer is on the Franklin County vehicle purchasing contract
Hendrickson Fire was low bidder, and they are also the vendor the BFD Co 1 uses for their vehicles
Dejana price is off their municipal price list , not sure if it is Nassau or state contract.

Just a reminder, we will still need to purchase a few items that we plan on installing ourselves.
-Ipad mount- Ram Mounts-460.00
- Toolbox and Bed Cover- RealTruck- 2590.00

Sal



Salvatore Astuto

Supervisor of Water Plant Operations

Inc. Village of Bayville
34 School St
Bayville, NY 11709

Cell 516.924.0785

Tel 516.628.1439 x119

Fax 516.628.3740

SAstuto@BayvilleNY.gov

<https://bayvilleny.gov/water>





127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

Bill Asprion

SALESPERSON
Incorporated Village of Bayville

BUYER'S NAME
34 School St
STREET ADDRESS Bayville NY 11709
CITY STATE ZIP
(516) 924-0785 (516) 628-1439
RES. PHONE BUS. PHONE
sastuto@bayvilleny.gov
DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

☒ NEW ☐ USED ☐ DEMO YEAR STOCK #
MAKE Chevrolet MODEL Silverado 2500HD 2026
BODY Automatic ☒ AUTO ☐ SP. ☒ 4 WD
TYPE CYL
BODY Lakeshore Blue Metallic TRIM Work Truck (4x4 Crew Cab)
COLOR 1GC4KNE71TF367103

DEL. MILEAGE
DATE
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. The vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty.

THE TRADE

YEAR MAKE
MODEL BODY
COLOR TYPE
MILEAGE
PLATE NO. EXP. DATE NEED PLATES ☐

THE CLOSEOUT

BAL. OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED WHOM
ACCT. PHONE
NO.

INSURANCE

INS. AGT. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.
BUYER'S SIGNATURE DATE

ACCEPTED BY
DATE

Kyle Marsh

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

THE PRICE

VEHICLE PRICE	\$71,840.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	
FACTORY INSTALLED EQUIPMENT	
OPTION CODE Contract 25-1029-1	-\$1,436.80
Dejana-Plow 8' PRO PLUS WESTERN	\$7,629.98
Hendrickson Emergency Lighting	\$16,417.79
High-Clearance Assist Steps	\$1,394.95
Rear Wheelhousing Liner Set	\$248.98

DEALER INSTALLED EQUIPMENT AND SERVICES

*NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH

FEES
08/17/2026

Purchaser's Initials: Date:

*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

TAXES AND OTHER FEES

SUBTOTAL OF VEHICLE AND OPTIONS	\$96,094.90
TRADE-IN ALLOWANCE	-
OTHER (ITEMIZE)	+
TAXABLE CASH DIFFERENCE	
COUNTY Nassau TAXES AT %	exempt
*TIRE FEE	\$12.50
N.Y.S. INSPECTION FEE	\$10.00
REGISTRATION FEES (ESTIMATE)	psd
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE "S"	\$175.00
TOTAL SELLING PRICE	\$96,292.40
PLUS BALANCE OWING ON TRADE-IN	+
NET	
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	-
CASH DUE ON DELIVERY	\$96,292.40

BOARD OF ETHICS RESOLUTION

Trustee _____ moved BE IT RESOLVED that Catherine Rapelje and John Taylor and Mayor Rupp are hereby appointed to the Board of Ethics for a term to expire the first Monday in July 2030.

Seconded by: Trustee _____

Poll of the Board:

RESOLUTION 2026-

LONG ISLAND WATER CONFERENCE
INTERMUNICIPAL PURCHASING AGREEMENT

WHEREAS, Article 13, Town Law Commissioner Elected Districts (“Commissioner Elected Districts”) are governed by the statutory authority set forth under General Municipal Law §103; and

WHEREAS, General Municipal Law §103(16) authorizes Commissioner Elected Water Districts, Towns, Villages, and similarly situated governmental agencies, to purchase from each other’s vendors provided that said vendor’s contract was (a) “let in a manner that constitutes competitive bidding consistent with the state law” and (b) was “made available for use by other governmental entities”, a/k/a “piggy-backing”; and

WHEREAS, Commissioner Elected Water Districts, Towns and Villages are encompassed within the general statutory authority of Article 5-G Municipal Cooperation; and

WHEREAS, Towns and Villages are specifically defined under General Municipal Law §119-n(a), as “municipal corporation” and

WHEREAS, Commissioner Elected Water Districts are specifically defined under General Municipal Law §119-n(b) where “the term ‘District’ means Town Improvement District”; and

WHEREAS, Section 119-o(1) of the General Municipal Law provides further authorization to “municipal corporations and districts” for the “performance among themselves, or one for the other, their functions, powers or duties on a cooperative or contract basis” (“Intermunicipal Agreement” or “IMA”); and

WHEREAS, it is the desire of the municipal entities listed in the Participating Membership Schedule on file with the Long Island Water Conference to fully realize the rights and benefits conferred by State law upon Commissioner Water Elected Districts, Towns

and Villages as enumerated above, by entering into this IMA with other members of the Long Island Water Conference Intermunicipal Purchasing Agreement,

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

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Whenever used in this Agreement, the following, words and phrases, unless the context otherwise requires, shall have the following meanings:

Member means the Article 13 Town Law Commissioner Elected Districts and the Villages, Towns and other governmental entities embraced under General Municipal Law (“GML”)§103(16) who maintain their own water distribution systems.

LIWCIPA means the Long Island Water Conference Intermunicipal Purchasing Agreement consisting of the individual municipal Members participating therein.

Common Commodity means those commodities or products which the individual Members of the LIWCIPA have determined to be routine purchases by the membership.

Lowest Responsible Bidder means the lowest Responsible Vendor found qualified to supply the commodity.

ARTICLE II PURPOSE

Section 2.0 Purpose of the LIWCIPA. The purpose of the LIWCIPA is to facilitate a voluntary cooperative program to reduce costs through economies of scale by utilizing the volume buying generated through the “piggy-backing” upon Member contracts as authorized under GML §103(16).

ARTICLE III MEMBERSHIP

Section 3.0 Membership. Membership in the LIWCIPA is open to all Article 13 Town Law Commissioner Elected Districts and those Villages, Towns and

other governmental agencies embraced by GML §103(16) who maintain their own water distribution system within the counties of Suffolk and Nassau.

Section 3.1 Membership List. Members have the discretion to join or leave the LIWCIPA by confirming their status on the Participant Membership Schedule with the Chair of the LIWC Water Supply Coordinating Committee who has the responsibility of keeping the list current.

ARTICLE IV PROCUREMENT; CONTRACTS

Section 4.0 Method of procurement. Each individual member has the **discretion** to initiate a public bid pursuant to GML §103 to procure a Common Commodity.

Section 4.1 Piggy-Backing. Each individual member has the **discretion** to include a provision in its Procurement Contract, in the form set forth below, which authorizes every other individual member of the LIWCIPA to purchase products from the successful vendor.

Extension of Contract to Members of the Long Island Water Conference Intermunicipal Purchasing Agreement

Pursuant to the authority granted this municipality under Section 16 of the General Municipal Law, the successful bidder must extend the terms and conditions of his contract for “apparatus, materials, equipment or supplies to those governmental entities which are members of the Long Island Water Conference Intermunicipal Purchasing Agreement specifically [list all current individual members of the Participant Membership Schedule]

Section 4.2 Members’ Contracts. Each individual Member shall make commercially reasonable efforts to utilize LIWCIPA awards to contract for the purchase of Common Commodities with the chosen Vendor.

ARTICLE V MISCELLANEOUS

Section 5.0 Assignment. This Agreement may not be assigned by any of its signatories.

Section 5.1 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of its members and nothing in this Agreement, whether express or implied, shall be construed to give to any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

END OF TEXT

DENIS O'REGAN ELECTRIC, INC.
5 HELEN PLACE
GLEN COVE, NY 11542
TEL. (516) 516-671-2465

Denis O'Regan, President
denisoreganelectric@outlook.com

EXTENSION LETTER

August 11, 2026

malfanohardy@bayvilleny.gov

Maria Alfano-Hardy
The Incorporated Village of Bayville
34 School Street
Bayville, NY 11709

**Year Requirements: Street Lighting Maintenance,
Electrical Repairs, Labor and Materials**
Term: October 1, 2025 – September 30, 2026
Extension: October 1, 2026 - September 30, 2027

We are willing to hold our existing prices for the coming year. If agreeable, please sign and return this extension letter.

Monthly Maintenance Fee: \$765.00

Labor: Rate of Service 6:59 AM to 3:30 PM
Monday through Friday per hour: \$139.43

Emergency Rate for service after hours, weekends, and holidays per hour
(Minimum of 4 hours) per hour: \$185.00

Materials: 10 % markup

Utility mark out: \$325.00

If you have any questions, please call me.

Regards,



Denis O'Regan
President

Approved Signature / Date

DO/eg

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

RECEIVED
INCORPORATED VILLAGE
OF BAYVILLE

2026 JUL 28 A 2:10
VILLAGE CLERK-TREASURER

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



VILLAGE OF BAYVILLE

PROPOSAL



**FIELD^{TO}
FINISH^x**

Nationwide field team.
Above & below-ground data capture.
As-builts, maps & models delivered in SiteMap®.

UTILITY LOCATING ■ VIDEO PIPE INSPECTION ■ LEAK DETECTION ■ CONCRETE SCANNING ■ REALITY CAPTURE ■ MAPPING & MODELING

August 7, 2026

Client: VILLAGE OF BAYVILLE

Project Address: 140 Bayville Avenue Bayville, NY 11709

Quote Number: GPRSQUOTE-301104

GPRS Opportunity Name/Number: 140 Bayville Avenue, Bayville, New York, 11709 -Leak Locate

Submitted By:

Nate Christensen

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) 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 for an overview of our industry-leading best practices.

SCOPE OF WORK

Leak Locate: 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 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.

- **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	Mobilization from closest market city.
TOTAL	\$8,525.00

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 the Authorized User License Agreement for SiteMap® Accounts at [Link](#) 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.

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 August 7, 2026, 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. GPRS facilitates the use of ACH or bank-to-bank payment remittance at no cost. A convenience fee will be applied to payments made by credit card.

ACCEPTED AND AGREED

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____

Maria Alfano-Hardy

From: Maria Alfano-Hardy
Sent: Monday, August 17, 2026 10:22 AM
To: pweiler@humeswagner.com
Cc: Jennifer A. Zoufaly (Brown) (jbrown@humeswagner.com); Nikki Paris
Subject: CRP Funding for Bayville Free Library
Attachments: SEQRA.docx

Peter,

Nassau County requires a SEQRA determination for the CRP Funding grant the Village applied for on behalf of the Library.

Please see attached draft and revise as necessary, I would like to put this on the 08/24/2026 agenda.

Thank you.

Maria Alfano-Hardy

Administrator/VCT
Village of Bayville
34 School St.
Bayville, NY 11709
516-628-1439, ext. 120

This Type II recommendation has been prepared consistently with the requirements of Article 8 of the Environmental Conservation Law establishing the State Environmental Quality Review Act (SEQRA) and its regulations as set forth in 6NYCRR Part 617.

Proposed Scope of Work includes the purchase of computer equipment for Bayville Free Library.

SEQRA Determination

Based on the above scope of work associated with the Proposed Action, it is appropriately classified as a Type II Action in accordance with 6 NYCRR Section 617.5(c):

(31) purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials;

With the classification of the Proposed Action as Type II, SEQRA compliance has been completed and no further SEQRA review is warranted.

NUNC PROTUNC

"EXECUTIVE SESSION RESOLUTION

Trustee _____ moved to adjourn the Regular Meeting and to convene into Executive Session at _____ PM to discuss the following matters:

Discussion with Village Attorney regarding the following:

1. Legal matters

Seconded by: Trustee _____."

**LICENSE AGREEMENT
BETWEEN
THE COUNTY OF NASSAU
AND
THE INCORPORATED VILLAGE OF BAYVILLE**

This Intermunicipal License Agreement (this "License") made and entered as of the date on which this License was last executed by the County of Nassau ("Effective Date"), by and between The Incorporated Village of Bayville (hereinafter referred to as the "Licensor" or the "Village") with its principal office at 34 School Street, Bayville, New York 11709 and the COUNTY OF NASSAU (hereinafter referred to as the "County"), a municipal corporation of the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County maintains a fire commission (the "Department"), which operates radio communications equipment at various locations in the County, in order to extend communication range, penetrate physical obstructions, ensure seamless coordination between crews in the field and to allow local, county, and state agencies to communicate on a shared network;

WHEREAS, the landscape of the north shore of Nassau County, particularly in the Bayville area, makes it difficult to provide the radio coverage needed to properly alert members of fires and other calamities that require an emergency response;

WHEREAS, as evidenced by the radio station authorization form shown in **Exhibit A** below, the County has received permission from the Federal Communications Commission Public Safety and Homeland Security Bureau, to install, maintain and operate a radio service station in the Village of Bayville, New York;

WHEREAS, the County, on behalf of the Department has applied to Licensor for permission to install, operate and maintain radio communications equipment at the Bayville Water Tower site shown in **Exhibit B** below, located at the intersection of Godfrey Avenue and School Street in the Village of Bayville, New York, also known as Lat 040-54-22.1 / Long 073-34-00.3 / Parcel ID: 29 093 00340 (hereinafter referred to as the "Premises"), to be used by the Department for the purpose of providing radio coverage for emergency response;

WHEREAS, the Parties desire to enter into this License in order to enhance radio coverage and increase public safety throughout the County; and

WHEREAS, the County is willing to abide by and carry out the conditions and regulations of this License, which shall not be considered a lease, but merely a license.

NOW, THEREFORE, the County shall have the non-exclusive right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

CONDITIONS AND REGULATIONS

1. TERM. The term shall commence on the Effective Date and shall terminate on the fifteenth (15th) anniversary of the Effective Date ("Scheduled Term End"), subject to earlier termination as hereinafter provided, and subject to an automatic extension for a five (5) year term commencing on such fifteenth (15th) anniversary of the Effective Date (the "Extension Term"), unless either party notifies the other party in writing, not fewer than ninety (90) days prior to the Scheduled Term End, that it elects not to extend the Agreement for the Extension Term. Notwithstanding the foregoing, this Agreement shall terminate upon written notice to Licensor by the County at any time prior to the Scheduled Term End that the Department no longer requires use of the Premises. During the Extension Term, if any, either party may terminate the Agreement prior to the scheduled end of the Extension Term by delivering to party written notice of termination, to be effective on the 90th day after delivery of such termination notice.

2. PAYMENT: There is no fee for this License

3. LICENSE; USE; ACCESS.

(a) LICENSE: Licensor hereby grants to the County a non-exclusive license to install, operate and maintain radio communications equipment at the Premises. Licensor agrees that the Department will maintain the Equipment to ensure that there is no disruption of the Department's emergency radio communication system.

(b) USE; ACCESS: The County and its designated agents shall have the right to use the Premises upon notice to Licensor, solely for the purpose of installing, operating and maintaining radio communications equipment (the "Permitted Use"), which includes one (1) low-band antenna, and two (2) UHF antennas to be installed on top of the water tower, as well as cabling to connect to associated components and equipment which will be installed in the shelter at ground level (the "Equipment"). The Equipment and the installation work to be done is described in greater detail in the project quote attached as **Exhibit C** below. The County will be solely responsible for all costs associated with the Permitted Use, including the cost of restoring power to the shelter at ground level. The County, through its designated agents, may access the Premises upon reasonable notice to Licensor, with the exception of when access is needed in an emergency situation, for the purposes of maintaining or repairing the Equipment when necessary. The County shall make reasonable efforts to minimize any inconvenience resulting from such activity.

(c) If Licensor must do any work on the Premises that could reasonably interfere with the Equipment or the performance thereof, Licensor shall provide the County reasonable notice so that the County can make alternate arrangements, at its own expense, to preserve radio communication and appropriately safeguard the Equipment.

5. NO ARREARS OR DEFAULT. Licensor is not in arrears to the County, and the County is not in arrears to Licensor, upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, or Licensor, as applicable, including any obligation to pay taxes to, or perform services for or on behalf of, the County, or Licensor as applicable. Any

arrears owed to either party shall not result in the termination of this Agreement, however, the parties shall negotiate in good faith to resolve any outstanding arrears.

6. COMPLIANCE WITH LAWS. The parties shall comply with any and all applicable Federal, State and local Laws. As used in this License, the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted and the County shall, at its own expense, obtain and pay for any permits and MOUs necessary for the installation of the Equipment.

7. INSURANCE INDEMNIFICATION DAMAGES AND LOSS.

(a) INDEMNIFICATION OF LICENSOR: The County agrees that it and its designated agents will indemnify and hold harmless Licensor and its officers, directors, employees, agents and servants, against any and all claims, demands, causes of action, including but not limited to claims for personal injury and/or death, damages, costs, and liabilities directly arising out of the negligent acts or willful misconduct of the County and its designated agents, excluding, however, liabilities caused by Licensor's negligence or willful misconduct. The provisions of this Paragraph shall survive the termination of this License.

(b) INSURANCE: The County represents to Licensor that it is a liability self-insurer, and in lieu of provisions for public liability insurance, agrees to defend and indemnify Licensor pursuant to the terms of Paragraph 7(a) of this License.

8. CONDITION OF THE PREMISES. The County represents and acknowledges that it has inspected the Premises, has knowledge of its condition and has found the Premises to be suitable for its Permitted Use as provided herein.

9. TERMINATION. This Agreement shall remain in effect until such time as it is terminated pursuant to Paragraph 1 hereof.

10. NOTICES. Any notice, request, demand or other communication required to be given or made in connection with this License shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the County, to the attention of the individual designated by the Department at 1194 Prospect Ave, Westbury, New York 11590 and (ii) if to Licensor, to the Licensor's Superintendent at the address specified above for Licensor, or to such other persons or addresses as shall be designated by written notice; in each case to the attention of the other party at the address first above written and an additional copy of such communication shall be directed to the Office of the Nassau County Attorney at the address provided herein for the County.

11. ASSIGNMENT. This License shall not be assigned, shared or otherwise transferred by any party without the prior written consent of the other party and any purported assignment, sharing or transfer without such consent shall be void ab initio.

12. ENTIRE UNDERSTANDING. This License represents the full and entire understanding between the Parties with regard to the subject matter hereof and supersedes all prior agreements or understandings (whether written or oral) of the Parties relating to the subject matter of this License

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and Licensor have acknowledged this License and agree to be bound by all the terms and conditions set forth herein.

INCORPORATED VILLAGE OF BAYVILLE

By _____ Date _____

Print Name: _____

Title: _____

COUNTY OF NASSAU

By  _____ Date 06/17/2026
Chief Fire Marshal / County Fire Coordinator

Print Name MICHAEL F. UTTARO

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

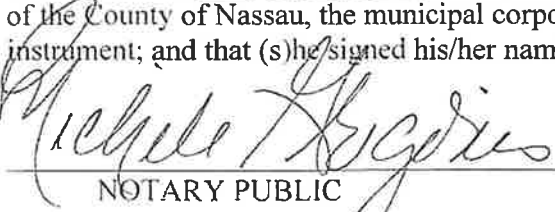
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of June in the year 2020 before me personally came Michael F. Uffaro to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the Chief Fire Marshal & County Fire Coordinator of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.



NOTARY PUBLIC

MICHELE GRIGONIS
Notary Public, State of New York
No. 30-4886987
Qualified in Nassau County
Commission Expires March 9, 2027

EXHIBIT A

EXHIBIT B

EXHIBIT C

Exhibit A



Federal Communications Commission Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NASSAU, COUNTY OF

ATTN: NASSAU COUNTY FIRE COMMUNICATIONS
NASSAU, COUNTY OF
1194 PROSPECT AVENUE
WESTBURY, NY 11590

Call Sign WSKM728	File Number 0011788904
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number IM20250100967	

FCC Registration Number (FRN): 0004502100

Grant Date 11-26-2025	Effective Date 11-26-2025	Expiration Date 11-26-2035	Print Date 11-27-2025
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: 841 LIBERTY AVE
City: FRANKLIN SQUARE County: NASSAU State: NY
Lat (NAD83): 40-42-21.8 N Long (NAD83): 073-40-16.1 W ASR No.: Ground Elev: 16.1

Loc. 2 Address: GODFREY AVENUE & SCHOOL STREET
City: BAYVILLWE County: NASSAU State: NY
Lat (NAD83): 40-54-22.9 N Long (NAD83): 073-34-00.4 W ASR No.: Ground Elev: 36.3

Antennas

Loc	Ant	Frequencies	Sta.	No.	No.	Emission	Output	ERP	Ant.	Ant.	Construct
No.	No.	(MHz)	Cls.	Units	Pagers	Designator	Power	(watts)	Ht./Tp	AAT	Deadline
							(watts)		meters	meters	Date
1	1	000453.87500000	FB2	1	200	11K2F3E	100.000	414.000	9.1	6.3	11-26-2026
2	1	000453.32500000	FB2	1	500	11K2F3E	100.000	100.000	37.0	53.5	11-26-2026
2	1	000453.87500000	FB2	1	500	11K2F3E	100.000	130.000	37.0	53.5	11-26-2026
2	1	000046.10000000	FB	1		20K0F3E	100.000	90.000	37.0	53.5	11-26-2026

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

FCC 601-ULSHS1
August 2021

Licensee Name: NASSAU, COUNTY OF

Call Sign: WSKM728

File Number: 0011788904

Print Date: 11-27-2025

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
2	1	000046.12000000	FB	1	500	20K0F3E	100.000	90.000	37.0	53.5	11-26-2026
2	1	000045.88000000	FB	1		20K0F3E	100.000	90.000	37.0	53.5	11-26-2026

Control Points

Control Pt. No. 1

Address: 1194 PROSPECT AVENUEW

City: WESTBURY **County:** NASSAU **State:** NY **Telephone Number:** (516)573-9800

Control Pt. No. 2

Address: 140 15th Street

City: MINEOLA **County:** NASSAU **State:** NY **Telephone Number:** (516)573-9800

Associated Call Signs

KMJ857, KNFL934, KEG254

<NA>

Waivers/Conditions:

NONE

EXHIBIT B



Exhibit C



Quote

To: Bryan Vogeley
Nassau County Fire and Rescue Caption
NC Firecom
1194 Prospect Ave
Westbury, NY 11590
(516) 573-9802

Quote Date 7/11/2025
Quote # ECLQ-1237
Revision
Quote Validity 60 Days
Estimated Lead-Time TBD
Payment Terms Net 30
Freight Included

Project		Quoted By
Bayville Water Tower		Phil Schram/Brian Willnecker
Item	Description	Est Price
1	RF Base Stations • (2) Kenwood base stations + High-Power Amplifiers • (1) Router, 8-port • (1) 86" Rack • (2) UHF Duplexers • (1) Charger/Backup	\$ 27,698.64
2	RF Antenna System • (2) UHF Antennas • (2) coaxial cable runs, 7/8" cable • Connectors, jumpers, ground kits	\$ 17,645.42
Equipment Sub-Total		\$ 45,344.06
3	Site Civils Work and Line/Antenna Installation • Restore Electrical Service to Nextel Shelter • Minor Conduit repairs (no conduit replacement or new electrical conduit) • Install antennas and coaxial cable in accordance with H2M/City/County guidelines • Repair grounds upon completion	\$ 247,325.40
4	Technical Services Eastern engineering and project management services to include the following: • Site Surveys, Engineering Fees • Equipment Configuration, and Installation, and Commissioning • Functional Testing • As-Built Drawings • Project Coordination & Status Updates	\$ 108,285.00
Services Sub-Total		\$ 355,610.40
Freight		Included
TOTAL		\$ 400,954.46
OPTIONS (NOT INCLUDED IN TOTAL ABOVE)		
5	Replace Existing Air Conditioning • Replace 2 shelter air conditions with two, new Marvair AVPA36ACD 3.0 Ton Air Conditioners • Dispose of old units in accordance with H2M/County policies	\$ 34,864.00
6	Cost per additional antenna (for other agencies) • To be completed concurrently with County antennas	\$ 45,362.70

Thank you for your business!
www.easterncommunications.com
49-14 36th Street, Long Island City, NY 11101, 718-729-2044

Proprietary and Confidential

Project	Quoted By
Bayville Water Tower	Phil Schram/Brian Willnecker

Item	Description	Ext Price
Notes / Assumptions		
1) Eastern Communications (ECL) will install Kenwood Base Stations in the Nextel Shelter in a Eastern-Communications-provided Rack 2) Customer to provide Shelter and power to the power meter 3) ECL will install new antennas and coaxial cable on the Bayville Water Tower from the Nextel Shelter in a manner consistent with Bayville installation standards 4) ECL will install Kenwood Base Stations in the Nextel Shelter in an ECL-provided Rack 5) ECL will repair the grounds it disturbs at the end of the project (grading and seeding) 6) ECL has priced on weather delay not to exceed two days 7) Antenna Line pricing is based on a fixed mobilization cost plus a per-antenna charge. 8) County intends to have installed 2 antennas and lines. Additional lines may be installed for the line charge during the same project and deployment only. 9) All work to be completed as one work effort. Adding antennas and/or coaxial cable at a later time will incur a remobilization charge in addition to the then current antenna installation charge. 10) ECL and its subcontractors will restore electrical power to the shelter. Includes Minor Conduit Repair and New Power Feeders - If Conduit requires replacement it will be a COR 11) ECL and its subcontractor will perform Engineering - Design Visit - CD's - Structural Analysis 12) ECL and its subcontractors will supply a Porta John per H2M requirements 13) ECL and its subcontractors will supply a 135' manlift for one month 14) ECL assumes the air-conditioning units are functional, but has quoted an optional, budgetary price to provide new air-conditioners, remove and dispose of the old units, and install the new units. 15) Equipment and parts pricing is as of 7/10/2025 and is subject to change due to the current U.S. tariff environment. Accordingly, Eastern Communications reserves the right to revise its pricing and will provide you with updated pricing at the time of your order. All orders placed for equipment and parts will be fulfilled at the pricing in effect at the time you place your order and by placing your order you are agreeing to the updated pricing.		

Thank you for your business!
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