

# Village of Bellport

Board Meeting – February 22, 2022

Beginning at 7:00pm

## A G E N D A

This meeting is open to the public in the Village Community Center, on Bell Street. This is an in-person meeting and on Zoom.

Call to Order, Pledge of Allegiance and Roll Call

### Open to the Public

Report of the Trustees

Report of the Village Attorney

1) Treasurer's Report:

- Resolution: \_\_\_\_ Approve General Fund Checking Abstract Report #1. Consisting of 77 vendors:

a) General Fund Expenditures:	\$ 227,627.31
b) Enterprise Fund Expenditures:	<u>\$ 8,579.90</u>
Totaling:	\$ 236,207.21

- Resolution: \_\_\_\_ Approve the Enterprise Fund Checking Abstract Report #2, consisting of 9 vendors totaling: \$ 87,428.17
- Resolution: \_\_\_\_ Approve the Capital Browns & Dock Fund Checking Abstract Report #3, consisting of 1 vendor totaling: \$ 134,324.37

See Financial Abstracts and Summary of Abstracts (Exhibit 1)

a. Review of year-to-date financials through February 22, 2022

2) Resolution: \_\_\_\_ Approve the budget transfers as of February 22, 2022 (Exhibit 2)

3) Resolution: \_\_\_\_ Approve use of \$25,532.01 of Employee Liability Assigned Fund Balance for accrued sick and vacation payout for retired employee Michael Perrone.

- 4) Resolution\_\_\_\_ Approve receipt of \$11, 250 from the NYS Office of Parks Recreation and Historic Preservation, the final reimbursement for the playground equipment at the Marina.
- 5) Resolution: \_\_\_\_ Set a Public Hearing regarding piercing the 2% tax cap at the regularly scheduled Board Meeting on March 21, 2022. (Exhibit 3)
- 6) Resolution: \_\_\_\_ Set a Public Hearing regarding code changes (Gas Powered Landscaping Equipment) recommended by the Bellport Environment Committee at the regularly scheduled Board Meeting on March 21, 2022. (Exhibit 4)
- 7) Resolution: \_\_\_\_\_ Approve and accept the use of the Ferry Reserves of \$20,000 for the painting of the ferry hull.
- 8) Resolution: \_\_\_\_\_ Approve the use of the Dock Capital Reserves for painting the remaining portion of the ferry (gunnels and top deck).
- 9) Resolution: \_\_\_\_\_ Approve Capital Project for the new Code Vehicle through the DASNY Grant for \$50,000.
- 10) Resolution: \_\_\_\_\_ Approve receipt of CHIPS Reimbursement in the amount of \$100,711,80 on December 20, 2021, and EWR and PAVE NY in the amount of \$25,435.00 on December 23, 2021.
- 11) Resolution: \_\_\_\_\_ Approve the renewal of the Intermunicipal Agreement with Brookhaven Township for lifeguard services for another 5-year period. (Exhibit 5)
- 12) Updates:
  - Senator Schumer’s Office reached out to the Village, Mayor Fell’s response to their letter, and their follow-up telephone conversation
  - The new Senior Van funded by our HUD CBGB Senior Grant, administered by Brookhaven Township is ready for pick up.
  - NYS Senator and Suffolk County Legislator Mazarella sent COVID 19 Masks and Testing Kits to the Village for distribution. For those who wish, we are passing out masks and kits to seniors in our village program and to residents who visit Village Hall, while the supply lasts.
  - Waterfront –
    - The Pavilion Removal
    - Browns Lane Bulkhead Replacement, Shore Road and Main/Rock Dock Projects

- Update: Gate for Mothers' Beach: the BVPF is offering to donate the 75% funds for a new gate at the entrance; the control center and security cameras will be procured by the village. Final numbers remain to be determined.

13) Resolution: \_\_\_\_ Special Events:

- a) Sunrise Easter Ecumenical Prayer Service, sponsored by Mary Immaculate Church, Sunday, April 17, 2022 5:30am (Exhibit 6)
- b) Assemblyman Joe DeStefano – Boater Safety Class – Saturday or Sunday in May or June 9am – 5pm. (Exhibit 7)

14) Review the Board Meeting Minutes of January 22, 2022. (Exhibit 8)

Close

Executive

EXHIBIT: +1

Village of Bellport  
 Abstract Coversheet  
 FEBRUARY 22, 2022

**General Fund Checking**  
**77 Vendors**

<b>General Fund Expenditures</b>		
A/P Open Item Register		\$ 200,744.80
Purchase Order Receipt Register:		
Home Depot	Doors for Building	\$2,651.25
Home Depot	Walkway Salt	\$1,020.15
H.O. Penn Machinery Company	Caterpillar Rental	\$5,000.00
Riverhead Building Supply	Village Hall Shingles	\$2,999.25
Riverhead Building Supply	Matrials for Dock Entrance	\$2,695.50
A/P Direct Item Register:		
LOCAL 342 LIPSE	02/03/22 Payroll	\$196.26
LOCAL 342 COPE	02/03/22 Payroll	5.00
LOCAL 342 LIPSE	02/17/22 Payroll	\$185.10
LOCAL 342 COPE	02/17/22 Payroll	5.00
Lease Servicing Center	Equipment purchase fee	\$500.00
NYS Dept. of Agriculture	Fees for Service	\$250.00
David J. Moran Esquire PC	Legal Fees	\$8,625.00
Deirdre Cicciaro Esq. P.C.	Legal Fees	\$2,550.00
Roy Boy's Towing	Other Expenses	200.00

**Total General Fund Expenditures from General Fund Checking** **227,627.31**

<b>Enterprise Fund Expenditures</b>		
A/P Open Item Register		8,579.90

**Total Enterprise Fund Expenditures from General Fund Checking** **8,579.90**

**Total Capital Fund Expenditures from General Fund Checking** -

**Total Payments from General Fund Checking** **\$ 236,207.21**

**Enterprise Fund Checking**  
**8 Vendors**

A/P Open Item Register total		\$86,105.68
Purchase Order Receipt Register/Direct Payable		
Total Technology Solutions	New Computer	\$1,322.49

**Total Payments from Enterprise Fund Checking** **\$ 87,428.17**

**Capital Browns & Dock Fund**  
**1 Vendors**

A/P Open Item Register total		\$134,324.37
Purchase Order Receipt Register:		

**Total Payments from Capital Fund Checking** **\$ 134,324.37**

**Total Payments** **\$ 457,959.75**

INCORPORATED VILLAGE OF BELLPORT  
BUDGETARY ENTRIES FOR FEB 28, 2022

TO ACCOUNT #	AMOUNT	FROM ACCOUNT #	AMOUNT	REASON
A00.6.1355.440 Assessor Services	\$3,000.00	A00.6.3620.475 Building Other Expenses	\$3,000.00	To increase budget due to an average Assessor Services
A00.6.1410.413 Public Notices	\$67.28	A00.6.1410.412 Postage	\$67.28	To reallocate budget due to an average in Public Notices
A00.6.1410.440 Fees for Services	\$5,050.00	A00.6.1410.110 Personal Services	\$5,050.00	To reallocate budget due to an average in fees for service
A00.6.1420.440 Fees for Services	\$11,272.72	A00.6.5182.200 Electric Equipment Purchased	\$11,272.72	To increase budget due to an average in Village Attorney Fees for Service
A00.6.1620.440 Village Hall Fees for Service	\$2,626.43	A00.6.1620.422 Village Hall Telephone	\$2,626.43	To reallocate budget due to an average in Village Hall Fees for Service
A00.6.3989.440 Code Surveillance Services	\$3,212.21	A00.6.7110.410 Parks Materials and Supplies	\$3,212.21	To increase budget due to an average in Code Surveillance Services
A00.6.3989.465 Code Repairs to Equipment	\$1,393.15	A00.6.7110.440 Parks Fees for Service	\$1,418.99	To increase budget due to an average in Code Surveillance Services
A00.6.5182.421 Electric	\$7,855.44	A00.6.5182.200 Electric Equipment Purchased	\$7,855.44	To reallocate budget due to an average in Electric
A00.6.7140.475 Community Center Other Expense	\$185.00	A00.6.5182.465 Electric Repairs to Equipment	\$3,928.16	To reallocate budget due to an average in Electric
A00.6.7140.420 Heating Natural Gas	\$1,305.93	A00.6.7190.440 Ferry Fees for Service	\$165.00	To increase budget due to an average in Community Center Other Expense
A00.6.7140.442 Community Center Cleaning	\$2,900.00	A00.6.7140.466 Community Center Repairs to Property	\$1,305.43	To reallocate budget due to an average in Natural Gas
A00.6.7195.410 Dock Materials	\$2,415.89	A00.6.7140.410 Community Center Materials	\$0.50	To reallocate budget due to an average in Natural Gas
A00.6.7195.422 Dock Telephone	\$174.28	A00.6.7180.466 Fire Island Repairs to Property	\$2,694.11	To increase budget due to an average in Community Center Cleaning
A00.6.7195.120 Dock Personal Services	\$674.94	A00.6.7180.440 Fire Island Fees for Service	\$215.89	To increase budget due to an average in Community Center Cleaning
A00.6.7195.423 Dock Water	\$210.15	A00.6.7310.121 Camp Personal Services	\$50.00	To increase budget due to an average in Dock Materials
A00.6.7195.465 Dock Repairs	\$2,695.50	A00.6.7180.465 Fire Island Beach Repairs	\$1,000.00	To increase budget due to an average in Dock Materials
A00.6.7310.41C Camp Materials & Supplies	\$520.43	A00.6.7180.475 Fire Island Beach Concession	\$50.50	To increase budget due to an average in Dock Materials
A00.6.7350.410 Celebrations Materials	\$930.95	A00.6.7190.440 Ferry Fees for Service	\$174.28	To increase budget due to an average in Dock Materials
A00.6.8160.410 Refuse Materials & Supplies	\$885.43	A00.6.7190.440 Ferry Fees for Service	\$674.94	To increase budget due to an average in Dock Telephone
A00.6.8160.465 Refuse Repairs to Equipment	\$1,384.72	A00.6.7190.440 Ferry Fees for Service	\$210.15	To increase budget due to an average in Dock Personal Services
A00.6.8170.421 Street Cleaning Electric	\$1,541.70	A00.6.1620.461 Village Hall Contracts	\$269.50	To increase budget due to an average in Dock Water
A00.6.8170.440 Street Cleaning Fees for Service	\$645.00	A00.6.8160.470 Refuse Landfills	\$2,426.00	To increase budget due to an average in Dock Repairs
A00.6.8170.466 Street Cleaning Repairs to Property	\$1,182.85	A00.6.8170.410 Street Cleaning Materials	\$520.43	To reallocate budget due to an average in Camp Materials
A00.6.8670.200 Community Development Eqt Purchased	\$20,826.35	A00.6.8170.470 Street Cleaning Snow Removal	\$930.95	To increase budget due to an average in Celebrations Materials
A00.6.9785.500 Capital Lease Principal	\$24,167.36	A00.6.9060.800 Group Health Insurance	\$885.43	To reallocate budget due to an average in Refuse Materials & Supplies
A00.6.9787.500 Capital Lease Interest	\$2,095.12	A00.6.9010800 State Retirement	\$29.58	To increase budget due to an average in Refuse Repairs to Equipment
		A00.6.9030.800 Social Security	\$1,355.14	To increase budget due to an average in Refuse Repairs to Equipment
			\$1,541.70	To reallocate budget due to an average in Street Clearing Electric
			\$645.00	To reallocate budget due to an average in Street Clearing Electric
			\$1,182.85	To reallocate budget due to an average in Street Cleaning Fees for Service
			\$20,826.35	To increase budget due to an average in Community Development Eqt Purchased
			\$24,167.36	To increase budget due to an average in Capital Lease Principal
			\$2,095.12	To increase budget due to an average in Capital Lease Principal
				To increase budget due to an average in Capital Lease Interest
<b>TOTAL GENERAL FUND</b>	<b>\$98,998.83</b>	<b>TOTAL GENERAL FUND</b>	<b>\$98,998.83</b>	
EMO 6.7261.421 Country Club Electric	\$2.25	EMO 6.7261.420 Country Club Heating	\$2.25	To reallocate budget due to an average in Country Club Electric
EMO 6.7263.421 Mens Locker Room Electric	\$658.74	EMO 6.7263.466 Mens Locker Room Repairs to Property	\$658.74	To reallocate budget due to an average in Mens Locker Rm Electric
EMO 6.7260.412 Proshop Purchases	\$18,458.34	EMO 6.7260.450 Cart Lease	\$18,458.34	To reallocate budget due to an average in Proshop Purchases
EMO 6.7264.442 Ladies Locker Room Cleaning	\$180.00	EMO 6.7264.421 Ladies Locker Room Electric	\$180.00	To reallocate budget due to an average in Ladies Locker Room Cleaning
EMO 6.7263.420 Mens Locker Room Heating Oil	\$2,063.83	EMO 6.7263.442 Mens Locker Room Cleaning	\$2,063.83	To reallocate budget due to an average in Mens Locker Room Heating Oil
<b>TOTAL ENTERPRISE FUND</b>	<b>\$21,363.16</b>	<b>TOTAL ENTERPRISE FUND</b>	<b>\$21,363.16</b>	

INCORPORATED VILLAGE OF BELLPORT  
 BUDGETARY ENTRIES FOR MAY 31, 2021

31-May-21

TO ACCOUNT #	AMOUNT	FROM ACCOUNT #	AMOUNT	REASON
A00 5.3989 440 Public Safety Code Surveillance	\$5,500.00	A00 6.1420 440 Village Attorney Fees for Service	\$5,500.00	To increase budget due to an overage in Code Surveillance
A00 5.9901 1 Interfund Transfers	\$104,000.00	A00 6.9730 600 Capital Notes Principal	\$104,000.00	To increase budget due to an overage
<b>TOTAL GENERAL FUND</b>	<b>\$109,500.00</b>	<b>TOTAL GENERAL FUND</b>	<b>\$109,500.00</b>	
EM0 6.7280 412 Proshop Purchases	\$4,000.00	EM0 6.9010 800 State Retirement	4,000.00	To increase budget due to an overage in Proshop purchase encumbrances
<b>TOTAL ENTERPRISE FUND</b>	<b>\$4,000.00</b>	<b>TOTAL ENTERPRISE FUND</b>	<b>4,000.00</b>	

EXHIBIT #3

**LEGAL NOTICE**

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be held on March 22, 2022, at 7:00 p.m. in the Bellport Community Center located at 4 Bell St., Bellport, New York by the Village Board of the Incorporated Village of Bellport **TO CONSIDER OVERRIDING THE 2.00% TAX CAP AS ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C**, a copy of which proposed local law is on file at the Office of the Village Clerk.

At said Public Hearing any person interested will be given the opportunity to be heard.

John Kocay  
Village Clerk  
February 23, 2022

TO: Bellport Village Board of Trustees  
FROM: Marc Rauch, Chair, Bellport Environment Committee (BEC)  
DATE: February 15, 2022  
RE: BEC Recommendations re Gas-Powered Landscaping Equipment

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**RECOMMENDATIONS**

Phase 1 (Effective May 2022)

- 1. No gas or diesel-powered leaf blowers or hedge trimmers will be used by commercial landscapers or the Bellport Village Highway Department:
  - a. On weekends or holidays; or
  - b. Before 8 a.m. or after 6 p.m. on weekdays.
  
- 2. These limitations will not apply to clean-ups after major storms.

Phase 2 (Effective May 2023)

- 1. In addition to the limitations in Phase 1, no gas or diesel-powered leaf blowers will be used by commercial landscapers or the Bellport Village Highway Department on weekdays between May 15<sup>th</sup> and September 30<sup>th</sup> of each year.
  
- 2. This limitation will not apply to clean-ups after major storms.

**RATIONALE**

Quick Summary

In addition to their loud and intrusive noise that interferes with Village residents’ peace of mind, gas-powered leaf blowers are harmful to our climate, to our environment and to our health. Following the lead of the Town of Huntington, the Village of Southampton, the Town of East Hampton and the Village of East Hampton, the BEC recommends that use of gas or diesel-powered leaf blowers by commercial landscapers and the Village Highway Department be subject to reasonable limitations to be phased in over the next two years.



## Background

One consequence of the pandemic, which forced people to stay and work at home, has been a nationwide movement to limit the use of loud and polluting gas-powered landscaping equipment. A particular focus has been gas-powered leaf blowers, which use simple 2-cycle internal combustion engines lacking noise dampeners or pollution controls. In addition to their ear-splitting noise, the exhaust fumes from these machines contain climate-harming greenhouse gases in amounts far out of proportion to their size, as well as air pollutants that endanger the health of landscape workers and Village residents alike. Additionally, refilling the gasoline canisters leads to fuel spills on Village streets and residential properties.

## Leaf Blower Activists in Bellport

Over the past two years, a sizeable group of Village residents has campaigned against commercial use of gas-powered landscaping equipment through letter-writing, social media, speaking out at Village Board meetings and circulating petitions. Their most recent petition calls for banning all commercial use of gas-powered leaf blowers by Memorial Day 2022 and banning commercial use of all gas-powered landscaping equipment (lawn mowers, edgers, leaf blowers, hedge trimmers and the like) by Memorial Day 2023. The BEC has concluded that although well-intentioned, the proposed bans are impractical for two reasons: (1) commercial grade battery-operated landscaping equipment, though improving and clearly the “wave of the future,” is not yet up to the task; and (2) replacing all gas-powered commercial landscaping equipment with battery-operated equipment, given battery-operated equipment’s current technical limitations and high prices, would impose unfair and burdensome costs on our Village’s commercial landscapers and Highway Department.

## BEC Due Diligence

Members of the BEC have researched the pros and cons of battery-powered vs. gas-powered commercial landscaping equipment, spoken with knowledgeable public officials in nearby towns and villages that have limited the use of gas-powered leaf blowers and reviewed the regulations they enacted, met with a leader of Bellport’s leaf blower activists, investigated the costs of commercial grade battery-powered leaf blowers and attended meetings conducted by Mayor Fell and Deputy Mayor Rosenberg with representatives of Bellport’s commercial landscapers. Based on what we have learned, the BEC believes that combining key elements of the limitations on gas-powered leaf blowers adopted by nearby towns and villages and phasing in those limitations over a two-year period is a measured and reasonable approach for Bellport.

## Phase 1 (Effective May 2022)

Not allowing the commercial use of gas-powered leaf blowers on weekends or holidays is the approach adopted by the Town of Huntington. This is an important first step that limits the adverse impacts of gas-powered landscaping equipment on quality of life, health and the environment, at times when Village residents are most likely to be home with their families and

friends. For similar reasons the BEC recommends limiting the use of gas-powered leaf blowers to reasonable working hours on weekdays, i.e. 8 a.m. to 6 p.m. In addition to their other limitations, the neighboring towns and villages we looked at for guidance generally have limitations on the hours when gas-powered leaf blowers can be used.

The BEC also recommends not allowing gas-powered hedge trimmers to be used commercially on weekends or holidays, or on weekdays before 8 a.m. or after 6 p.m. Gas-powered hedge trimmers are considered by some experts to be the noisiest of all gas-powered landscaping equipment, and their noisiness is compounded by the way they are used: in one location, continuously and for hours at a time. They are also significant emitters of greenhouse gases and unhealthy air pollution.

Importantly, none of the landscapers who came to the meetings hosted by Mayor Fell and Deputy Mayor Rosenberg, or who were spoken to separately, had any objection to limiting use of gas-powered leaf blowers and hedge trimmers on weekends or holidays; in their view weekend and holiday limitations would not increase their costs or have any significant impact on their operations.

The landscapers did insist, however, that they should not be subject to limitations on use of gas-powered landscaping equipment that the Village is not willing to live with for its own landscaping work. The BEC believes that on this score the landscapers have a good point, and that if anything the Village should try whenever possible to lead by example on environmental issues. Accordingly, the BEC recommends that the Village Highway Department, which is responsible for landscaping work on Village property, be subject to the same limitations as the commercial landscapers.

The BEC also recommends that the limitations on weekend and holiday use of gas-powered leaf blowers and hedge trimmers not apply to clean-ups after major storms such as hurricanes, tropical storms, tropical depressions and Nor'easters. Major storms can occur at any time and cleaning up the debris left by major storms is exactly when the greater power of gas-powered landscaping equipment is most needed.

#### Phase 2 (Effective May 2023)

Not allowing the use of gas-powered leaf blowers during the summer – roughly from mid-May into September – is the hallmark of the approaches adopted by the Village of Southampton, the Town of East Hampton and the Village of East Hampton. This is a very important and meaningful additional step towards curbing greenhouse gas emissions, cutting back on emissions of unhealthy pollutants at the time of year when air quality is at its worst on Long Island, and providing a measure of peace and quiet for Village residents who have been working from home during the pandemic and will likely continue to do so at least part-time for the foreseeable future.

### Reasoning Behind the Summer Limitation

The reasons for allowing gas-powered leaf blowers to be used in the spring and fall but not the summer are simple and compelling:

First, commercial grade battery-operated leaf blowers are not yet up to the task of moving a winter's worth of lawn debris during spring clean-up or coping with lawns blanketed with heavy wet leaves in the fall. These types of heavy-duty lawn work still require gas-powered leaf blowers; and

Second, gas-powered leaf blowers are not needed for the light-duty tasks they are mostly used for in the summer. The battery-powered leaf blowers presently available on the market are more than adequate for blowing grass clippings and dirt off walks and patios as part of the "mow, blow and go" routine of summer weekly lawn maintenance.

In short, gas-powered leaf blowers are needed in the spring and fall but not needed in the summer, while battery-operated leaf blowers won't work in the spring and fall but will work in the summer.

### Reasons for the 2-Year Phase-In

Unlike the Phase 1 weekend and holiday limitations on use of gas-powered leaf blowers and hedge trimmers, the Phase 2 limitations on summer use of gas-powered leaf blowers will require commercial landscapers and the Highway Department to incur modest additional costs and to make modest changes to the way they operate. That is why the BEC recommends that the summer limitation on gas leaf blowers be deferred until the second year, to give the commercial landscapers and the Highway Department plenty of time to plan their purchases of battery-operated leaf blowers and to integrate those battery-operated leaf blowers into their summer lawn maintenance operations.

There appear to be at least 6 companies, including mainstays like Stihl and Husqvarna, presently marketing battery-operated leaf blowers to commercial landscapers and municipalities. The BEC estimates that outfitting a summer lawn maintenance crew with a good quality battery-operated leaf blower, extra batteries and extra power adapters could cost as much as \$1,000-\$1,500. This estimate is based on list prices, however, and does not reflect the discounts which appear to be available, the tax write-offs that commercial landscapers can take for purchases of capital equipment and the like. It also does not reflect identical bills pending in the NYS Senate (S. 7453, introduced by Sen. Liz Krueger) and NYS Assembly (A. 8327, introduced by Assemblyman Steve Englebright) that would rebate to landscapers and municipalities a portion of the costs of electric landscaping equipment and the entire cost of extra batteries. While this legislation would be welcome, there is no guarantee that it will be passed and that the rebates will be available by May 2023.

In Phase 2, every weekly lawn maintenance crew will need a battery-operated leaf blower, extra batteries and adapters, but even the larger landscaping operations appear to have only 1 or 2 weekly lawn maintenance crews working at any given time. It will also be necessary to adapt the logistics of weekly lawn maintenance to battery-operated leaf blowers. This mainly means planning for recharging batteries and keeping a supply of charged batteries on hand. While the landscapers and the Highway Department will have to make some adjustments, the challenge of working with one battery-powered piece of equipment as part of their extensive equipment fleets does not seem insurmountable.

Why is the BEC not recommending limiting the use of gas-powered hedge trimmers in the summer? The simple answer is that the main work of hedge trimming is done in the summer and that is when the most powerful hedge trimmers are needed, while the heavy-duty clean-up work requiring gas-powered leaf blowers is done in the spring and fall. However, even in the summer commercial and Highway Department use of gas-powered hedge trimmers will not be allowed on weekends or on holidays, or on weekdays before 8 a.m. or after 6 p.m.

Finally, for the reasons stated above the limitation on summer use of gas-powered leaf blowers should not apply to clean-ups after major storms.

#### Educating Landscapers and Residents

If the Village Board of Trustees adopts these BEC recommendations and they are added to the Village Code, the commercial landscapers and Village residents will have to be informed of the new limitations and the reasons for them. The BEC would be pleased to assist in any ways that the Trustees think would be helpful.

ORIGINAL AGREEMENT  
TO BE REVISED...

INTERMUNICIPAL AGREEMENT  
BETWEEN THE TOWN OF BROOKHAVEN and THE INCORPORATED VILLAGE  
OF BELLPORT

EXHIBIT #5

THIS AGREEMENT (the "Agreement") made between the TOWN OF BROOKHAVEN ("BROOKHAVEN"), a municipal corporation of the State of New York, having its principal offices at One Independence Hill, Farmingville, New York 11738 and the INCORPORATED VILLAGE OF BELLPORT, a municipal corporation of the State of New York, having its principal offices at 29 Bellport Lane, Bellport, New York 11713 (hereinafter the "VILLAGE OF BELLPORT") provides as follows:

**RECITALS:**

WHEREAS, municipal corporations in the State of New York, including the PARTIES herein, are authorized under General Municipal Law S 119-0 to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Town of Brookhaven and the Village of Bellport are authorized entities to enter into such an Agreement; and

WHEREAS, the Town Board of the Town of Brookhaven authorized entering into this Intermunicipal Agreement by Resolution No. 2017-0872, adopted November 30, 2017, whereby the Town of Brookhaven, Department of Parks, Recreation & Sports, & Cultural Resources, will provide lifeguards to patrol Ho Hum Beach, within the Village of Bellport; and

WHEREAS, the Trustees of the Village of Bellport authorized entering into this Intermunicipal Agreement by Resolution No. a6 adopted on ; and

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WHEREAS, } both Brookhaven and the Village of Bellport desire to work cooperatively together to provide safe, cost efficient lifeguard services at the Village of Bellport Ho Hum Beach for the 2017 season; and

WHEREAS, the cooperative action of Brookhaven and the Village of Bellport is expected to be to the economic benefit of each Party and will serve a public purpose for each Party; and

WHEREAS, the Village of Bellport is desirous of using Town of Brookhaven lifeguards at Ho Hum Beach for the 2017 through 2021 seasons; and

WHEREAS, all associated costs will be reimbursed to the Town of Brookhaven by the Village of Bellport in the amount of three (3%) percent, as stated below in Paragraph #3.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:

1. Purpose and Intent. This Agreement is to set forth the terms and conditions under which Brookhaven will provide Town employed lifeguards at Ho Hum Beach, Village of Bellport, Fire Island, New York.
2. Term. The base term of this Agreement shall commence upon execution by the Parties and shall expire on December 31, 2021.
3. Payment. The Village of Bellport shall pay Brookhaven the Town's costs and expenses due for providing such lifeguard services. All invoices from the Village shall set forth the date, employee's name, rate of pay, hours worked, and reimbursement due to Brookhaven in the amount of three (3%) percent.
  - A. Billing Disputes In the event of any dispute over billing, the Village of Bellport shall promptly advise Brookhaven of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The Village of Bellport shall pay all amounts set forth on Brookhaven invoices which are not in dispute and the parties shall utilize the dispute resolution procedures of Paragraph 7 to resolve the dispute.
4. Insurance. Each party hereto shall proceed on a self-insured basis, provided however, that all associated boats and vehicles utilized to provide said service shall be insured as required by law by each respective municipality which owns said boat or vehicle.
5. Indemnity
  - A. The Village of Bellport shall defend, indemnify and save harmless Brookhaven from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Village of Bellport, its agents, servants or employees.

B. Brookhaven shall defend, indemnify and save harmless the Village of Bellport from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of Brookhaven's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the gross negligence of Brookhaven, its agents, servants or employees.

6. Default and Termination. In the event of a breach of an obligation under this Agreement, the right to recover damages will ordinarily constitute an adequate remedy. Therefore, except as otherwise provided in this Agreement, neither party shall have the right to terminate its obligations under this Agreement except as follows:

A. Brookhaven's Right to Terminate. Brookhaven shall have the right to terminate this agreement upon:

i. The persistent and repeated breach of the provisions of this agreement by the Village of Bellport, provided that Brookhaven shall have provided written notice of such breach to the Village of Bellport, and provided further that the Village of Bellport shall have failed to cure such breach within 30 days of said notice; or ii. The failure by the Village of Bellport to pay any sum due, and not subject to dispute resolution pursuant to paragraph 7 hereof, for a period of 30 days.

B. The Village of Bellport's Right to Terminate.

i. The Village of Bellport shall have the right to terminate this agreement upon the persistent and repeated breach of the provisions of this agreement by Brookhaven, provided that the Village of Bellport shall have provided written notice of such breach to Brookhaven, and provided further that Brookhaven shall have failed to cure such breach within 30 days of said notice.

ii. The failure by the Brookhaven to pay any sum due, if any, and not subject to dispute resolution pursuant to paragraph 7 hereof, for a period of 30 days.

C. Survival of Obligations It is expressly understood and agreed that any and all claims and obligations for payment of costs and expenses incurred under this Agreement prior to termination under this paragraph shall survive such termination.

7. Dispute Resolution. In the event of any dispute under this Agreement, either party shall serve written notice to the other of the existence and nature of the dispute, the amount at issue, if any, and the provision of this Agreement governing the dispute. The parties shall negotiate the dispute in good faith until either party advises the other, in writing, that an impasse exists. Thereafter, the exclusive means to resolve any dispute between the parties that arises out of this Agreement shall be through an action initiated in New York State Supreme Court, Suffolk County. Unless otherwise agreed in writing by the Parties, the Parties shall continue to perform their respective obligations under this Agreement during any Dispute proceeding.

8. Contact Persons. The contact persons for the parties to this Agreement shall be the following contact persons at the following addresses:

Commissioner	Mayor
Dept. of Parks, Recreation & Sports, and Cultural Resources	Village of Bellport 29 Bellport Lane
Town of Brookhaven	Bellport, NY 11713
One Independence Hill Farmingville, New York 11738	

9. Compliance. Both Brookhaven and the Village of Bellport shall comply with all Federal, State and Local Laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement.

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

11. No Assignment. Neither the Village of Bellport nor Brookhaven shall assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation, except for the purposes described herein, without prior written consent of the Town, and any attempt to do any of the foregoing without such consent shall be of no force and effect.

12. No Modification. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by all parties.



13. Uncontrollable Circumstances. Neither the Village of Bellport nor Brookhaven shall be liable for failure to fulfill their responsibilities as provided for in this Agreement, nor for any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war, governmental order or regulation (other than by or of Brookhaven), act of God or other similar event beyond the reasonable control of the Village of Bellport or Brookhaven.

If such failure persists, or if after cessation of such failure, either the Village of Bellport or Brookhaven is unable to render full or substantially full performance, Brookhaven may terminate this Agreement upon written notice given 30 days in advance of such termination.


14. Law Provisions. All provisions as required by Law are hereby deemed inserted. The Parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

15. Entire Agreement. It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the date and year first above written.

TOWN OF BROOKHAVEN

By:

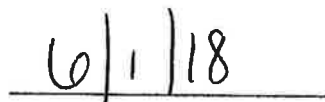
  
\_\_\_\_\_  
Supervisor and/or Deputy Supervisor

  
\_\_\_\_\_  
Date

VILLAGE OF BELLPORT

By:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Date

Date

STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK )

On the \_\_\_\_\_ day of June, 2018 before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the Supervisor/Deputy Supervisor of the TOWN OF BROOKHAVEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the municipal corporation upon behalf of which the individual acted, executed the instrument.

Carol C. Dono

Notary Public  
CAROL C. DONO  
Notary Public, State of New York  
No. 011>05052424  
Qualified in Suffolk County  
Commission Expires 1/2/2022

STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK )

On the 1st day of June, 2018, b  
Raymond Fell, to me known, who, being by me  
and say that he is the Mayor of \_\_\_\_\_  
, 2013, before me personally came duly sworn, did depose and y that he is the of the VILLAGE OF BELLPORT, personally known to me or pr ved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the municipal corporation upon behalf of which the individual acted, executed the instrument.

Donald A. Mullins

Notary Public

Donald A. Mullins  
Notary Public State Of New York  
Suffolk County



EXH 1022: #6

RECEIVED  
VILLAGE OF BELLPORT  
2022 FEB 16 P 3:26

### Village Of Bellport

#### Application for a Special Event Permit

The purpose of this local law is to allow special events that are open to the general public to be reviewed by the Village of Bellport for public safety concerns and the impact they may have on surrounding properties. This local law will allow the Village to ensure emergency services have free access to the surrounding neighborhoods during the special event that basic health issues such as adequate bathroom accommodations and refuse removal are addressed.

Name of Organization: Mary Immaculate Church

Address of Organization: 16 Browns Lane

Contact Person Information:

Name Leslie O'CONNOR

Address 16 Browns Lane

Telephone # 631-286-0154; 631-487-5989 cell

Email Address Leslie @ miparish.net

Event Information:

Name of property owner where event will be held: Village of Bellport

Address of property where event will be held: End of Bellport Lane

Name of Event: EASTER Ecumenical Prayer Service

Date(s) of Event: 4/17/22 Rain Date(s) if applicable: X

Hours of Event (including setup & shutdown) 5:30 am to 7:00 am

Purpose of the Event and Description of activities: Community Gathering for Easter

Expected maximum number of persons (including organizers, vendors, spectators) ~100  
If this exceeds 500 persons, a special review by the Village Clerk is required.

Expected number of vehicles ~50 Parking Attendants      YES      NO

Can the Village assist with parking issues (barriers/cones)?      YES       NO

Any large temporary structures? YES      NO  (if YES attach a diagram)



Village Of Bellport

**Application for a Special Event Permit (continued)**

Name of Organization: Mary Immaculate Church

Do you have a plan for bathroom facilities? YES  NO

Do you have a trash removal plan? YES  NO   
(if you would like a Village Dumpster, contact Village Hall - \$65.00 per pick up)

Will there be live music/loudspeakers/audio equipment? YES  NO   
If yes, please explain microphone for speakers

Will there be additional lighting? YES  NO   
If yes, please explain \_\_\_\_\_

We would like to close off the thru traffic around the back of the Yacht Club as we have in the past.

Leslie Connor  
Signature of Applicant

2/16/22  
Date

Katie Mehrkens

EXH 1B ur: # 7

**From:** Christopher Dalton <christopher.ryan.dalton@gmail.com>  
**Sent:** Thursday, February 17, 2022 3:45 PM  
**To:** Katie Mehrkens  
**Subject:** Assemblyman Joe DeStefano 2022 Boater Safety Class - Bellport Community Center

Hi Katie,

I hope you are doing well! I am reaching out on behalf of Assemblyman Joe DeStefano who would like to host his Boater Safety Course at the Bellport Community Center again in May or June. We had a nice response for the Boater Safety class last year and we would love to partner with you again. Ideally, we would like a Saturday or Sunday from 9:00am - 5:00pm to host the class. We are pretty flexible on the date so please let me know what works best for you.

Since all motor boat operators - regardless of age - will need a boating safety certificate beginning in 2025, we would like to bring this boater safety class to the community. Just like last year, the class is 8-hours and we would need outlet access for the presenter as well as tables and chairs for all participants (classroom style set-up), and access to a bathroom. For registration, the boater safety organization giving the presentation will have a website where people can register and pay in advance.

This course will help raise awareness that boaters need to have this certification in order to be on the water and ensure anyone operating a motorized watercraft has the proper training to navigate the waters safely.

I look forward to hearing from you soon!

Best,

--  
**Christopher Ryan Dalton**  
*Deputy Director*  
Long Island Regional Office  
New York State Assembly  
Mobile: 516-770-1755



# Village of Bellport

Board Meeting – January 24, 2022  
beginning at 7:00PM\*

## MINUTES

Bellport Village Community Center, 4 Bell Street. This meeting is live and being live-streamed on You Tube via Zoom

\*Start: Executive Session at 6:30PM

Call to Order, Pledge of Allegiance and Roll Call

### Open to the Public

Report of the Trustees

Report of the Village Attorney

- 1) Presentation to Bellport High School Football Team in recognition as Suffolk County Champions.
- 2) Public Hearing regarding a revision to the newly established Home Improvement Code to include not only hours/days (8AM-6PM, Mon.-Sat), but to add federally designated holidays (Exhibit 1)
- 3) Resolution: **1** Approve the revision to the newly established Home Improvement Code, adding Federal Holidays  
**Motion: Trustee Veitch, Second: Trustee Ferrigno, Opposed: Mackin - APPROVED**
- 4) Public Hearing No Smoking on Village Property (Exhibit 2)

5) Resolution: **2** Approve No Smoking on certain designated Village Properties, outlined in the new code

**Motion: Trustee Ferrigno Second: Trustee Mackin - APPROVED**

6) Resolution: **3** Approve the Board Meeting Minutes of January 24, 2021. (Exhibit 3)

**Motion: Trustee Veitch, Second: Trustee Ferrigno - APPROVED**

7) Review and approve the following payments:

• Resolution: **4** Approve General Fund Checking Abstract Report #1. Consisting of 77 vendors:

a) General Fund Expenditures: \$264,758.76

b) Enterprise Fund Expenditures: \$ 11,332.08

Totaling: \$276,090.84

**Motion: Trustee Ferrigno Second: Trustee Veitch - APPROVED**

• Resolution: **5** Approve the Enterprise Fund Checking Abstract Report #2, consisting of 12 vendors totaling: \$87,780.31

• **Motion: Trustee Ferrigno Second: Trustee Mackin - APPROVED**

• Resolution: **6** Approve the Capital Browns & Dock Fund Checking Abstract Report #3, consisting of 2 vendors totaling: \$155,360.36

**Motion: Trustee Mackin, Second: Trustee Rosenberg - APPROVED**

• Resolution: **7** Approve the Capital General Fund Checking Abstract Report # 4, Consisting of 1 vendor totaling: \$6,690.00

**Motion: Trustee Rosenberg Second: Trustee Veitch - APPROVED**

See Financial Abstracts and Summary of Abstracts (Exhibit 4)

8) Review the 2022-2023 Budget Schedule as presented by Kelly Stumpo, Treasurer (Exhibit 5)

9) Resolution: **8** Approve the Budget Transfers as of January 24, 2022. (Exhibit 6)

**Motion: Trustee Veitch, Second: Trustee Mackin - APPROVED**

10) Resolution: **9** Approve the final budget modifications for Fiscal Year Ending May 31, 2021 (Exhibit 7)

**Motion: Trustee Ferrigno Second: Trustee Veitch - APPROVED**

- 11) Resolution: **10** Accept and approve CHIPS Reimbursement in the amount of \$100,711,80 on 12/20/21 and EWR/PAVE NY in the amount of \$25,435.00 on December 23, 2021  
**Motion: Trustee Ferrigno, Second: Trustee Mackin - APPROVED**
- 12) Resolution: **11** Award the Emergency Pavilion Removal Project to the Patrick O’Shaughnessy, with the fee of \$74,350, to commence as soon as possible, weather permitting.  
**Motion: Trustee Ferrigno, Second: Trustee Mackin - APPROVED**
- 13) Resolution: **12** Authorizing the interfund transfer of \$56,967.02 to the Capital Fund closing out 3 projects (DPW Yard, Bellport Village Community Center ADA Ramp, Bellport Lane)  
**Motion: Trustee Mackin, Second: Trustee Veitch - APPROVED**
- 14) Resolution **13** Approve the donation Bellport Village Program Fund for the funds for a 75% portion of the Entrance Gate at Mothers’ Beach in the amount of approximately \$19,600, the final amount will be determined. (Exhibit 8)  
**Motion: Trustee Ferrigno Second: Trustee Veitch - APPROVED**
- 15) Resolution: **14** Golf Course Outbuildings – Accept the JPC Engineering Review on November 30, 2021, report due within 2 weeks (Exhibit 9)  
**Motion: Trustee Ferrigno, Second: Trustee Rosenberg - APPROVED**
- 16) Resolution: **15** Approve the Senior Van Lease provided to the Village by the HUD Senior Program Grant administered by Brookhaven Township. (Exhibit 10)  
**Motion: Trustee Ferrigno Second: Trustee Rosenberg - APPROVED**
- 17) Resolution: **16** Accept and approve a donation in the amount of \$100. from Maureen Veitch, to be used by the Bellport Village Senior Program.  
**Motion: Trustee Rosenberg, Second: Trustee Mackin - APPROVED**
- 18) Updates:
- Status of the Congressional (Schumer, Gillibrand, Zeldin) Allocation \$3.27M Grant Status and Timeframe. The Congressional vote is expected to take place on February 17, 2022 (Exhibit 11)
  - Safety and Traffic Calming Measures: The new Speed Monitor is being deployed
  - Waterfront –
    - Browns Lane Bulkhead Replacement, Shore Road and Main/Rock Dock Projects



- Discussion: Engaging Rising Tide to conduct a study of the street terminus at Otis, Thornhedge, Brewster Lane, and South Howells Point Roads for submission to NYS for the Federal \$1.3T Infrastructure Grant
- Discussion: Pursuing a project with Suffolk County for the dredging of the channel between Bellport Village and Fire Island for submission to NYS for the Federal \$1.3T Infrastructure Grant

19) Resolution: 17 Special Events:

The following is the schedule of Bellport Village Program Fund for 2022:

- Bellport Bay 5K Run- the old Clipper Classic- Sunday July 10- probably 4-7PM
- Family Night at Mother's Beach- July 23- 4-8 (closing)
- Cocktails by the Bay- August 13- Thomas' house on Shore Rd.

**Motion: Trustee Mackin, Second: Trustee Veitch - APPROVED**

Open to the Public

Close - **Motion: Trustee Mackin, Second: Trustee Veitch - APPROVED**

Executive Session