## Work Session Board Meeting – March 7, 2022

## AGENDA

This meeting is open to the public in the Village Community Center, on Bell Street. It is an inperson meeting.

Executive Session at 5:00PM

Regular Session at 6:00PM

- 1) Presentation of the 2019-2020 Tentative Financial Statement and the 2019-2020 Single Audit by our outside Jennifer Ditta, CPA, Principal, of Cullen Danowski.
- 2) Presentation of Waterfront Projects by Adon Austin, Principal, Rising Tide -Waterfront Solutions:
  - Ho Hum beach Pavilion update
  - o Browns Lane Bulkhead Replacement, Shore Road and Main/Rock Dock Projects
  - Discussion: Engaging Rising Tide to conduct a study and preliminary plan for the renovation of the street terminus at Otis, Thornhedge and South Howells Point Roads for submission to NYS for the Federal \$1.3T Infrastructure Grant
- 3) Budget Discussion
  - Open Ferry up for non-resident rides during the week (Monday Thursday)
  - Closing guard booth 5 nights per week at 11:00pm
  - Suggested revisions to the 2022-2023 Budget
- 4) Treasurer's Report:
  - a. Review of year-to-date financials through February 28, 2022
- 5) Review the 2022-2023 Budget Schedule as presented by Kelly Stumpo, Treasurer
- 6) Review the IMA between the Town of Brookhaven and the Village of Bellport for Fire Marshal Services, when needed. (Exhibit)

- 7) Review the light from KICHLER for inground well light for the golf course flag pole. (Exhibit)
- 8) Review the Municipal Lease proposal between the Village and NCL Government Capital for the New Code Ford F-150 Truck, 5year term \$412.99 per month. Need to lock in the interest rate at 4.44% (Exhibit)
- 9) Review Don Maxwell's Resignation letter from the Golf Commission and appoint new nominee, Kevin Lauretti, for his replacement. (Exhibit)
- 10) Review the donation from Mary Butler in the amount of \$1,000. for the Senior Program/Van.
- 11) Review Meaghan Shannon, 2022 Paddleboard Season, proposal. (Exhibit)
- 12) Review correspondence from TRI Utility Cost Reductions (recovering refunds on utility bills) (Exhibit)
- 13) Discussion: Fee Change Proposal Village Dumpster rental fee, for residents usage, from \$65 to \$95, the current Village tipping/dumping fee is \$96 per ton.
- 14) Bellport Village Program Fund proposed Beach Rake for Mothers' Beach and the Marina. Equipment demonstration will be held on Monday, March 28, 2022, time to be determined by H Barber & Sons.
- 15) Discuss next-steps for the Bellport Golf Course Pro Shop, Engineering Evaluation Report prepared by J. Pontieri, P.E., D.P.C.

#### 16) Updates:

- The Congressional, House of Representatives: \$2.8M Allocation Grant, vote expected on March 11, 2022
- Safety and Traffic Calming Measures
- Waterfront
  - Bellport Bay Sailing Foundation Storage Outbuilding Location
  - 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
  - Gate for Mothers' Beach: the Bellport Village Program Fund is donating 75% of the funds, for a new electronic gate (total fee for the new swinging gate is \$30,900.00).

- 17) Review Monthly Building Reports
- 18) Review Monthly Code Report
- 19) Special Events: (Exhibit)
  - Bellport Brewing Company, Inc. 2<sup>nd</sup> Annual St. Patrick's Day Party, Sunday March 20, 2022, 11am -7 pm.
  - Boys & Girls Club, "Legacy Celebration" Saturday April 2, 2022, 4pm-9pm at 4 Leisurely Lane, Bellport NY 11713
  - Bellport Brookhaven Historical Society Annual Gala Fund Raiser and Exhibit: Saturday, June 4, 2022, 3:00PM to 10:00PM (including set-up and shutdown). The group will utilize our Community Center for the interview portion of the evening.
  - South Bay Art Association Artist of the Lane, Monday July 4, 2022, 7am 5pm.
     Rain date, Saturday July 9, 2022, 7am -5pm.
  - Bellport Bay Yacht Club hosting NYS Optimist Championship, Friday September 9, 2022 boats arrive after 4pm, race days Saturday & Sunday, all racers leave by 5pm Sunday September 11, 2022.
- 20) Review the Board Meeting Minutes of February 22, 2022. (Exhibit)

Close

Executive

#### Katie Mehrkens

From:

Katie Mehrkens <deputyclerk@bellportvillageny.gov>

Sent:

Friday, March 4, 2022 3:31 PM

To:

raymond fell; 'Robert Rosenberg'; Michael Ferrigno; 'Steven Mackin'; 'Maureen Veitch'

Cc:

'Village Clerk'; 'John Kocay'; 'Deirdre Cicciaro'; 'David J. Moran'

Subject:

Exhibit 2

Please see below the information for Exhibit 2. I forgot to attached it to the packet. There will be a hard copy in your mailboxes.

3/21/2022 The Clerk will present the Tentative Budget 2022-2023 to the board on Monday March 21, 2022 at the regular scheduled Board Meeting, at which time a Public Meeting will be set for the Budget Hearing.

4/1/2022

Budget Hearing where the budget will be voted upon – public is welcome.

Once the Public Hearing is set and advertised the Budget can not be revised.

Thank you. Have a great weekend.

Katie



# Town of Brookhaval Long Island

#### Donna Lent, RMC Town Clerk and Registrar

February 18, 2022

Village of Bellport 29 Bellport Lane Bellport, NY 11713 Attn: David Moran, Esq.

Dear Mr. Moran:

Please be advised that the Brookhaven Town Board, at a meeting held on February 17, 2022 at 2:00 p.m., adopted the following resolution(s):

Authorization for the Supervisor/Deputy Supervisor to Enter into an Intermunicipal Agreement with the Village of Bellport to Provide Fire Marshal Services (Adopted)

A certified copy of the resolution is enclosed for your reference.

Sincerely,

Donna Lent, RMC

Donna Lent

Town Clerk and Registrar

DL/ma

Enc.



#### Town of Brookhaven, New York

2/17/2022 3:00:00 PM

#### Resolution 2022-129

Title: Authorizing the Supervisor/Deputy Supervisor to Enter into an Inter-Municipal Agreement with the Village of Bellport to Provide Fire Marshal Services

**Department:** Law Department Sponsors: Michael Loguercio,

Permissive Referendum: No **SEQRA** Required: No

Councilman

#### Financial Impact

The Village of Bellport will be billed at cost for as-needed Fire Marshal services for a term of one year with two optional one-year extensions. Budget Neutral as incremental costs to the budget should be recovered through revenues from Bellport Village, G/L Accounts to be Determined by Commissioner of Finance.

#### Reason

To authorize the Supervisor/Deputy Supervisor to execute an IMA with the Village of Bellport to provide Fire Marshal services to the Village on an as needed basis, at cost, for a term of one year.

#### Body

WHEREAS, the Town of Brookhaven ("Town") is desirous of entering into an Inter-Municipal Agreement with the Village of Bellport ("Village"); and

WHEREAS, the Inter-Municipal Agreement will allow for the cooperation and assistance between the Town and the Village to provide Fire Marshal services to the Village on an as needed basis: and

WHEREAS, the Inter-Municipal Agreement will also memorialize that the Fire Marshal services will be provided by the Town to the Village at cost; and

WHEREAS, the Town Board finds that cooperation between the Town and the Village will be beneficial to the residents of the Town; and

WHEREAS, the term of the Inter-Municipal Agreement shall be for a term of one (1) year with the option to renew for two (2) additional one year terms, at the Town's sole option; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookhaven that the Supervisor/Deputy Supervisor is authorized to execute an Inter-Municipal Agreement with the Village of Bellport to provide Fire Marshal services to the Village on an as needed basis, at cost, which shall remain in effect for a term of one (1) year with the option to renew for two (2) additional terms, at the Town's sole option; and be it further

RESOLVED that the form of the Inter-Municipal Agreement shall be subject to the review and approval of the Town Attorney's Office; and be it further

RESOLVED that the Commissioner of Finance is hereby authorized, empowered and directed to take all actions necessary and appropriate to effectuate the terms of this Resolution.

RESOLVED that the Town Clerk shall send a certified copy of this Resolution to the Village Attorney of the Village of Shoreham.

Check back soon after the meeting to view the final disposition of the resolution

ABSENT:

	ACTION: <b>Adopt</b> BY THE BROOKHAVEN TOWN BOARD
MOTION TO:	Adopt (Unanimous)
MOTION BY:	Jane Bonner
SECOND BY:	Kevin LaValle
AYES:	Jonathan Kornreich, Jane Bonner, Kevin LaValle, Michael Loguercio, Neil Foley, Daniel Panico, Edward P. Romaine



## Town of Brookhaven, New York

2/17/2022 3:00:00 PM

## Resolution 2022-129

**Title:** Authorizing the Supervisor/Deputy Supervisor to Enter into an Inter-Municipal Agreement with the Village of Bellport to Provide Fire Marshal Services

**Department:** Law Department

Michael Loguercio,

Councilman

Permissive Referendum: No

SEQRA Required:

No

#### Financial Impact

Sponsors:

The Village of Bellport will be billed at cost for as-needed Fire Marshal services for a term of one year with two optional one-year extensions. Budget Neutral as incremental costs to the budget should be recovered through revenues from Bellport Village. G/L Accounts to be Determined by Commissioner of Finance.

#### Reason

To authorize the Supervisor/Deputy Supervisor to execute an IMA with the Village of Bellport to provide Fire Marshal services to the Village on an as needed basis, at cost, for a term of one year.

#### Body

WHEREAS, the Town of Brookhaven ("Town") is desirous of entering into an Inter-Municipal Agreement with the Village of Bellport ("Village"); and

WHEREAS, the Inter-Municipal Agreement will allow for the cooperation and assistance between the Town and the Village to provide Fire Marshal services to the Village on an as needed basis; and

WHEREAS, the Inter-Municipal Agreement will also memorialize that the Fire Marshal services will be provided by the Town to the Village at cost; and

WHEREAS, the Town Board finds that cooperation between the Town and the Village will be beneficial to the residents of the Town; and

WHEREAS, the term of the Inter-Municipal Agreement shall be for a term of one (1) year with the option to renew for two (2) additional one year terms, at the Town's sole option; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookhaven that the Supervisor/Deputy Supervisor is authorized to execute an Inter-Municipal Agreement with the Village of Bellport to provide Fire Marshal services to the Village on an as needed basis, at cost, which shall remain in effect for a term of one (1) year with the option to renew for two (2) additional terms, at the Town's sole option; and be it further

RESOLVED that the form of the Inter-Municipal Agreement shall be subject to the review and approval of the Town Attorney's Office; and be it further

RESOLVED that the Commissioner of Finance is hereby authorized, empowered and directed to take all actions necessary and appropriate to effectuate the terms of this Resolution.

RESOLVED that the Town Clerk shall send a certified copy of this Resolution to the Village Attorney of the Village of Bellport.

Check back soon after the meeting to view the final disposition of the resolution

ACTION: **Adopt** BY THE BROOKHAVEN TOWN BOARD

MOTION TO:

Adopt (Unanimous)

**MOTION BY:** 

Michael Loguercio

SECOND BY:

Neil Foley

**AYES:** 

Jonathan Kornreich, Jane Bonner, Kevin LaValle, Michael Loguercio, Neil

Foley, Daniel Panico, Edward P. Romaine

ABSENT:

#### INTERMUNICIPAL AGREEMENT

#### TO PROVIDE FIRE MARSHAL SERVICES

#### BETWEEN THE TOWN OF BROOKHAVEN

#### AND

#### THE VILLAGE OF BELLPORT

THIS AGREEMENT (the "Agreement") made between the Town of Brookhaven (hereinafter "Brookhaven" or the "Town"), a municipal corporation of the State of New York, having its principal offices at One Independence Hill, Farmingville, NY 11738 and the 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 "Municipality") and collectively the "PARTIES" provides as follows:

#### RECITALS:

WHEREAS, municipal corporations in the State of New York, including the PARTIES herein, are authorized under General Municipal Law §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 and the Municipality wish to enter into an agreement in which the Town will provide Fire Marshal services to the Municipality, as defined herein, and

WHEREAS, the cooperative action of the Town and the Municipality is expected to be to the economic benefit of each Party and will serve a public purpose for each Party.

WHEREAS, the Inter-Municipal Agreement will allow for the cooperation and assistance between the Town and the Village to provide Fire Marshal services to the Village on an as needed basis; and

WHEREAS, the Inter-Municipal Agreement will also memorialize that the Fire Marshal services will be provided by the Town to the Village at cost; and

WHEREAS, the term of the Inter-Municipal Agreement shall be for a term of one (1) year with the option to renew for two (2) additional one year terms, at the Town's sole option.

## 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

The purpose of this Agreement is to set forth the terms and conditions under which the Municipality may engage the Town of Brookhaven to utilize the Town's Fire Marshal services on an as needed basis.

#### 2. <u>Definitions</u>

- A. The term <u>Division of Fire Prevention</u> shall mean a multifaceted organization charged with a number of critical responsibilities within the Town of Brookhaven.
- B. The term <u>Fire Marshal</u> shall mean Town of Brookhaven certified code enforcement official who performs inspections of commercial properties, either annually, triennially, or as needed, based upon complaints received and/or any requests for inspections involving properties located within the Town of Brookhaven, New York.
- B. The term <u>Fire Cause & Origin Investigations</u> shall mean the investigation by Fire Marshals of the cause, origin and determination of all fires occurring within the Town of Brookhaven.
- C. The term <u>Hazardous Materials Response Team</u> shall mean the response and mitigation by Fire Marshals to hazardous materials incidents at homes and commercial properties within the Town of Brookhaven.
- D. The term <u>Emergency Management</u> shall mean that, at times of emergency incidents, such as hurricanes, snowstorms, power outages, etc., the Division of Fire Prevention shall staff the Town of Brookhaven Emergency Operations Center and perform emergency response in support of the Town's incident action plan, and perform post incident analysis of areas and facilities affected by the incident.
- E. The term <u>Peace Officers</u> shall mean Fire Marshals with the power of arrest pursuant to New York State Criminal Procedure Law and pursuant to their special duties.

#### Agreement

The Town agrees to provide the services of its Fire Marshals, as defined in Paragraph 2 above, upon the written request of the Municipality to the Town, unless the Fire Marshals are otherwise engaged in Town services. If the Fire Marshals are otherwise engaged in Town services, the Town agrees to provide the services of the Fire Marshals to the Municipality upon completion of Town services.

#### 4. Term

The base term of this Agreement shall commence upon the full execution of this agreement and shall extend for a term of one (1) year. Upon the expiration of the base term, this Agreement may be extended for two (2) extension terms of one (1) year each, by sole option of the Town, in writing, to the Municipality, made not less than thirty (30) days prior to the expiration of the base or any extension term. The Town and the Municipality may adjust the terms of the Agreement to be effective for any Extension period.

#### 5. Payment Terms

The Municipality agrees to reimburse the Town for the use of Town Fire Marshal services at the same cost incurred by the Town.

The Town agrees to provide to the Municipality individual invoices for use by the Municipality of the Town's Fire Marshal services on a monthly basis.

The Municipality agrees to remit payment of such invoices within (60) days of receipt of same.

#### 6. Billing Disputes

In the event of any dispute over billing, the party disputing the amount due shall promptly advise the other of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The Municipality shall pay all amounts set forth on invoices that are not in dispute and the Municipality shall utilize the dispute resolution procedures of Paragraph 11 to resolve the dispute.

#### 7. Insurance

Each party hereto shall proceed on a self-insured basis provided, however, that all vehicles utilized by Fire Marshals while performing services at the request of the Municipality shall be insured as required by law.

#### 8. <u>Indemnity</u>

A. The Municipality shall defend, indemnify and save harmless Brookhaven, its officers, the Division of Fire Prevention, including the Fire Marshals from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorneys' fees, in connection therewith, of every nature, including but not limited to claims for property damage, 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 Municipality, its agents, servants or employees.

#### 9. Default and Termination

In the event of a breach of an obligation under this Agreement, neither party shall have the right to terminate its obligations under this Agreement except as follows:

- A. <u>Brookhaven's Right to Terminate for Cause</u>. Brookhaven shall have the right to terminate this agreement upon:
  - i. The persistent and repeated breach of the provisions of this agreement by the Municipality, provided that Brookhaven shall have provided written notice of such breach to the Municipality, and provided further that the Municipality shall have failed to cure such breach within fifteen (15) days of said notice; or
  - ii. The failure by the Municipality to pay any sum due, and not subject to dispute resolution pursuant to paragraph 11 hereof, for a period of 90 days.
- B. <u>The Municipality's Right to Terminate for Cause</u>. The Municipality shall have the right to terminate this agreement upon:
  - i. The persistent and repeated breach of the provisions of this agreement by Brookhaven, provided that the Municipality 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.
- C. <u>Survival of Obligations</u>. 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.

#### 10. Termination at Will

Notwithstanding any other provision herein to the contrary, each party shall have the right to terminate this agreement upon not less than 30 days' written notice to the other. In the event of such termination, each party shall be responsible for all amounts due through the date of termination, and shall cooperate with the other in the securing alternate disposal arrangements.

#### 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.

#### 12. Contact Persons

The contact persons for the PARTIES to this Agreement shall be the following contact persons at the following addresses:

#### Brookhaven:

Chief Fire Marshal Christopher J. Mehrman Division of Fire Prevention Town of Brookhaven One Independence Hill Farmingville, New York 11738 Telephone: 631-451-6224

Village of Bellport:

Raymond Fell, Mayor Village of Bellport 29 Bellport Lane Bellport, New York 11713 Telephone: 631-286-0327

#### 13. Compliance

Both the Town and the Municipality shall comply with all Federal, State and Local Laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain and comply with any and all permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement.

#### 14. 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.

#### 15. No Assignment

Neither the Municipality nor the Town 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 the prior written consent of the other, and any attempt to do any of the foregoing without such consent shall be of no effect.

#### 16. No Modification

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

#### 17. Uncontrollable Circumstances

Neither the Municipality nor the Town 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 Municipality or Brookhaven. If such failure persists for at least thirty (30) days, or if after cessation of such failure, either the Municipality or Brookhaven is unable to render full or substantially full performance, either party may terminate this Agreement upon written notice given thirty (30) days in advance of such termination.

#### 18. <u>Provisions Required by Law</u>

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 of either party.

#### 19. Non-Waiver

No waiver by any Party to this Agreement of any failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

#### 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 the date and year first above written.

## TOWN OF BROOKHAVEN Supervisor/Deputy Supervisor Date VILLAGE OF BELLPORT Raymond Fell, Mayor Date STATE OF NEW YORK ) SS.: COUNTY OF SUFFOLK On the \_\_\_\_ day of \_\_\_\_\_\_, 2022, before me personally came Daniel J. Panico, to me known, who, being by me duly sworn, did depose and say that he is the Deputy Supervisor of the Town of Brookhaven, a municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Town Board of the Town of Brookhaven. **Notary Public** STATE OF NEW YORK ) SS.: COUNTY OF SUFFOLK On the \_\_\_ day of \_\_\_\_, 2022, before me personally came Raymond Fell, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Bellport, a municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Village Board of the Village of Bellport.

**Notary Public** 



## Town of Brookhaven Long Island, New York

Department of Public Safety John Meehan, Commissioner

:41/h/L

Date: July 20, 2021

To: Village Representatives

From: Christopher J. Mehrman, Chief Fire Marshal

Subject: Fire Marshal Services Rates – Intermunicipal Agreement

Please find below the current rates, and an explanation of those rates, for Fire Marshal Services should an intermunicipal agreement be executed.

Fees charged for services provided to the Villages will be based on direct costs incurred by the Town of Brookhaven, which will include salaries, fringe benefits, vehicle usage, and \*other expendable materials

\*Expendable material used in conjunction with hazard materials incidents.

The Town of Brookhaven Fire Marshals are on-duty Monday – Friday 9:00 AM – 11:30 PM, excluding town holidays. Fire Marshals are on call Monday – Friday 11:30 PM – 9:00 AM, weekends and town holidays. (For the purposes of this document, the term Fire Marshal will include the titles of Fire Marshal, Senior Fire Marshal, and Chief Fire Marshal).

There are two scenarios that services could be provided, which are either on a straight-time basis or an overtime basis, as described below.

Scenario #1: A request for services is made during the day or evening shifts (9:00 AM – 11:30 PM), and the on-duty Fire Marshal staffing allows for services to be provide by an onduty Fire Marshal(s). In this scenario the fee for the service would be based upon a Fire Marshal working straight time, hour for hour, plus the fringe benefit and \*vehicle usage.

Scenario #2: A request for services is made during the day or evening shift, and the onduty staffing does not allow for the services to be provided by the on-duty Fire Marshal(s), or the request is made on a weekday between 11:30 PM - 9:00 AM, or during the weekend or on a town holiday. In this scenario the services would be provided by a Fire Marshal(s) on an overtime call out basis. A Fire Marshal overtime call out is a minimum of four (4) hours, plus the fringe benefits and \*vehicle usage. Fire Marshal(s) call outs are based on a rotating list and availability.

Please note that a combination of straight time and overtime may be incurred should the services be provided by a Fire Marshal(s), partially during their regular shift and partially during overtime.

\*Vehicle usage fee is based on the 2019 FEMA Schedule of Equipment Rates document.

In most instances a single Fire Marshal can address the majority of the requests received. On some occasions, additional resources may be required at incidents due to complexity, size, or for employee safety.

2021 Pay Rate - Per hour

Title	Straight Time	Straight Time w/ Night Differential	Overtime	Premium Time (Sundays)
Chief Fire Marshal	\$69.52	N/A	N/A	N/A
Senior Fire Marshal	\$62.17	\$68.39	\$93.26	\$124.35
Fire Marshal	\$51.74	\$56.92	\$77.62	\$103.49

2021 Fringe Benefits

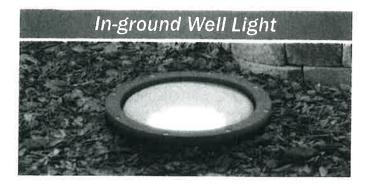
Straight Time	86.63%
Overtime / Premium Time	30.11%

Vehicle Usage Rate - Per hour

Vehicle Type	Rate
Pickup truck – Typical Fire Marshal Vehicle	\$22.64
SUV	\$23.99
Hazardous Materials Response Unit	\$42.00
Hazardous Materials Decontamination Unit	\$75.50
Mobile Command Unit	\$55.37
High Water Evacuation Vehicle	\$30.00
Haz-Mat Support - Tractor & Trailer	\$38.88

The above rates are based on collective bargaining agreements and are updated annually. Notification will be made to the Village when changes occur.

## KICHLER



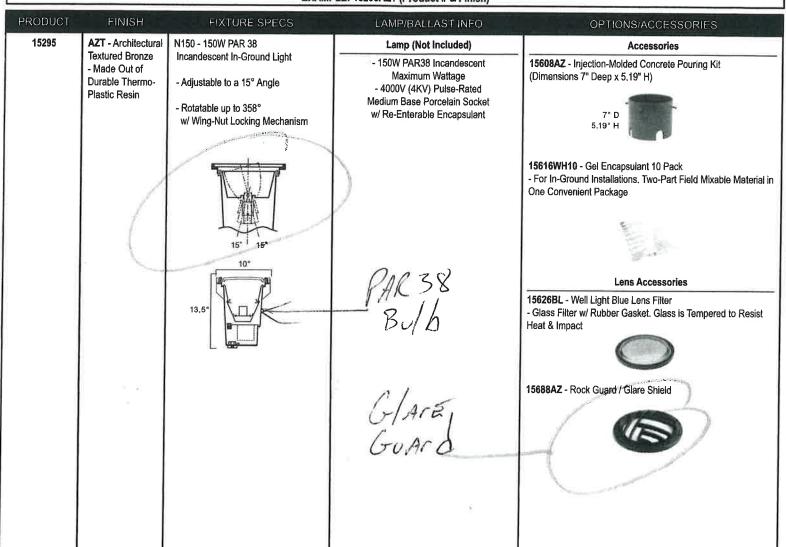
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#### FEATURES

- Durable Thermoplastic Composite Resin Housing w/ Textured Bronze Finish
- For In-Ground Usage Only
- Tempered Convex Glass Lens Fully Sealed For Watertight Outdoor Usage
- · Can be Installed in Concrete
- Fully Adjustable Aim Assembly For Precision Aiming
- 4000V (4KV) Pulse Rated Medium Base Porcelain Socket
- · 3000 lbs Drive Over Capability
- · Incandescent Lamp Not Included
- · ANSI / UL Listed Wet Location
- Housing Includes a 1-Year Warranty From Date of Purchase
- · HID Ballasts Include a 2-Year Warranty From Date of Purchase

#### ORDERING INFORMATION

#### EXAMPLE: 15295AZT (Product # & Finish)





#### NOTES

For Warranty Information, please visit www.landscapelighting.com

We reserve the right to revise the design or components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any products previously manufactured, and without notice.



# In-ground Well Light

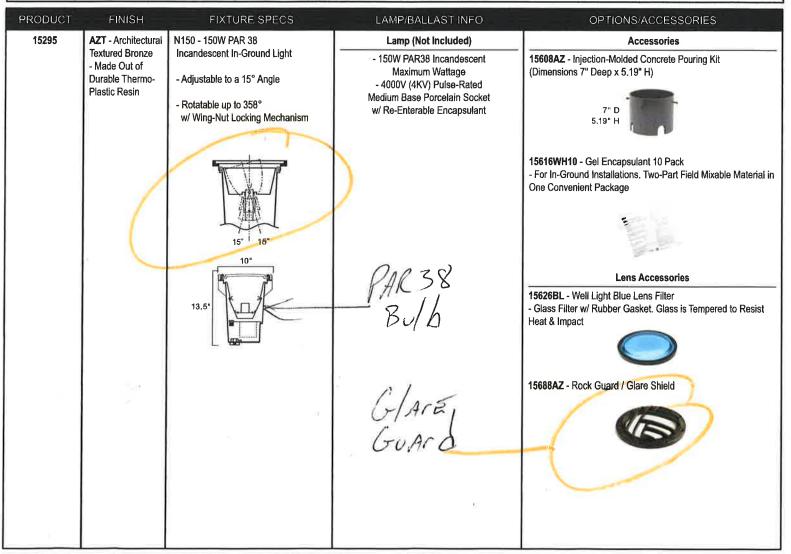
PROJECT:	
TYPE:	
ORDERING #:	1807
COMMENTS:	
	*

#### **FEATURES**

- Durable Thermoplastic Composite Resin Housing w/ Textured Bronze Finish
- · For In-Ground Usage Only
- Tempered Convex Glass Lens Fully Sealed For Watertight Outdoor Usage
- · Can be Installed in Concrete
- · Fully Adjustable Aim Assembly For Precision Aiming
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#### ORDERING INFORMATION

EXAMPLE: 15295AZT (Product # & Finish)



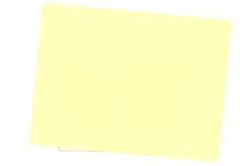


#### NOTES

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We reserve the right to revise the design or components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any products previously manufactured, and without notice.





February 24, 2022

Village of Bellport 29 Bellport Lane Bellport, NY 11713

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to Village of Bellport the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, Village of Bellport would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring a (1) Ford F-150 Police Responder. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:

Village of Bellport

LESSOR:

Lease Servicing Center, Inc. dba NCL Government Capital

**EQUIPMENT:** 

(1) Ford F-150 Police Responder

**EQUIPMENT COST:** 

\$68,734.28

**DOWN PAYMENT / TRADE-IN** 

\$0

AMOUNT FINANCED:

\$68,734.28

**FUNDING DATE:** 

3/24/2022

**EQUIPMENT DELIVERY DATE:** 

**FIRST PAYMENT DUE:** 

\$50,000.00 on 3/24/2023

TERM:

5 Years

**MONTHLY LEASE PAYMENTS:** 

59 @ \$412.99

to lock in Rade at 4.44 %

BALLOON PAYMENT:	\$0.00	
PRICING:	The Rate and Payments outlined above are locked, provided this proposal is accepted by the Lessee by March 25, 2022 and the transaction closes/funds prior to April 24, 2022. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.	
DOCUMENTATION FEE:	\$500 paid to Lessor at closing	
DOCUMENTATION:	Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.	
TITLE / INSURANCE:	Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.	
TAX STATUS:	This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.	
SOURCEWELL CONTRACT: #011620-NCL	NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA NCL's Sourcewell Contract # is 011620-NCL.	
questions at (320) 763-7600. Accept	offer an NCL Financing Solution. Please do not hesitate to contact me if you have any tance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of ail to my attention. Thank you again.	
Sincerely,		
Landon Goree - (320) 763-7600 landon@nclgovcap.com		
	ACCEPTANCE	
As a duly authorized agent of Village with NCL, subject to final approval.	e of Bellport, I hereby accept the proposal as outlined above and intend to close this financing	
ACCEPTED:	DATE:	
NAME:	TITLE:	
PHONE:		

WE ARE PROVIDING THE INFORMATION CONTAINED HEARIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 150 OF THE SECLIBRIES EXCHANGE ACT OF 1934. AND THE MUNICIPAL ADVISOR BULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATIONAL PROPERTY OF THE ASSOCIATION OF THE SECTION 150 OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR BULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR BULES OF THE SEC. WE ARE NOT RECOMMENDED AND FINANCIAL ADVISOR MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTYES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

#### Katie Mehrkens

From:

Coon, Susannah < SCoon@dasny.org> Monday, February 7, 2022 10:53 AM

Sent: To:

deputyclerk@bellportvillage.org

Subject:

RE: Incorporated Village of Bellport SAM Grant Project 23672

#### Good Morning again,

I was informed that since it's only the difference you will be financing and not the portion that will be submitted against the grant, that should be fine. Therefore when you're ready to submit a request for reimbursement, we will need completed copies of the reimbursement exhibits found in the back of your Grant Disbursement Agreement (Exhibits E, E-1, E-2, Dual Certification Form), a copy of the invoice from the dealer, a copy of the cancelled check the Village wrote to them for \$50k since that's the grant amount you were awarded, and copies of the New York State vehicle title and registration.

The payment request can be emailed to APGrants@dasny.org.

Let me know if you have any other questions in the meantime.

#### Susannah Coon

Accountant II | Accounts Payable

DASNY | We Finance, Build and Deliver. 515 Broadway, Albany, NY, 12207

(518) 257-3623 | (518) 257-3475 (fax) | <u>SCoon@dasny.org</u> <u>www.dasny.org</u>

This electronic message including any altachments to it, is intended to be viewed only by the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, or if you have received this communication in error please routify its immediately by return e-mail and delete the original message and any copies of it from your computer system. Any retention, distribution or copying of this communication without our prior written permission is singly prohibited.

From: Coon, Susannah

**Sent:** Monday, February 7, 2022 10:34 AM **To:** deputyclerk@bellportvillage.org

Subject: Incorporated Village of Bellport SAM Grant Project 23672

Good Morning Katie,

Please refer to the attached Grant FAQs regarding vehicle purchases. Please note that Grant funds may only be used to purchase the vehicle outright and cannot be used to pay down existing debt incurred to finance the purchase of the vehicle, per section II(C) of the attached Grant FAQs.

That being said, if the finance agreement has in-fact been signed and payments have been issued, DASNY will need a complete copy of the signed finance agreement, as well as proof of payment for the payments issued to date, as this will need to be discussed internally with Grants Administration.

Thank you again

#### Susannah Coon

Accountant II | Accounts Payable

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## (518) 257-3623 | (518) 257-3475 (fax) | <u>SCoon@dasny.org</u> <u>www.dasny.org</u>

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#### Katie Mehrkens

From: Coon, Susannah <SCoon@dasny.org>
Sent: Monday, February 7, 2022 10:34 AM
To: deputyclerk@bellportyillage.org

To: deputyclerk@bellportvillage.org
Subject: Incorporated Village of Bellport SAM Grant Project 23672

Attachments: FAQs.pdf

#### Good Morning Katie,

Please refer to the attached Grant FAQs regarding vehicle purchases. Please note that Grant funds may only be used to purchase the vehicle outright and cannot be used to pay down existing debt incurred to finance the purchase of the vehicle, per section II(C) of the attached Grant FAQs.

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Thank you again

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#### **Christine Novelli**

From: Sent: Raymond <rfell@optonline.net> Friday, February 25, 2022 10:50 AM

To:

Christine Novelli

Subject:

Fwd: Resignation/ New nominee

#### Sent from my iPhone

#### Begin forwarded message:

From: Jimmy Von Eschen < jimmy@bellportgolfclub.com>

**Date:** February 25, 2022 at 8:08:41 AM EST **To:** Brit Lawlor <BLawlor@nattechinc.com>

Cc: "Raymond Fell (rfell@optonline.net)" <rfell@optonline.net>

**Subject: Re: Resignation/ New nominee** 

Great addition!

On Fri, Feb 25, 2022 at 5:48 AM Brit Lawlor < BLawlor@nattechinc.com > wrote:

Ray,

I have attached Don Maxwell's letter of resignation.

I have spoken with Kevin Lauretti, and he has agreed to serve on the Golf Commission. As we spoke about Kevin is a younger member and is very enthusiastic with the direction of the Golf Club. I think he will be a tremendous asset as we move forward.

**Brit Lawlor** 

**Principal** 



M: 516-903-0534 | O: 516-342-4891

1180 Lincoln Ave. Suite 8

Holbrook, NY 11741

Main: 646.701.7477 | FAX: 646.205.1552

Blawlor@nattechinc.com | www.nattechinc.com

Please consider the environment before printing this e-mail.

Jimmy Von Eschen Director of Golf Bellport Golf Club (631)286-7206 Proshop Bellportgolfclub.com website

March Z, ZUZZ

Village of Bellport 29 Bellport Lane Bellport, NY 11713

Dear Mayor Fell & Board of Trustees,

March is here and we're ready to welcome spring and some warmer days ahead. With that, I would like to provide you with the details for the upcoming 2022 Paddleboard Season.

Excited to announce this year marks our 12<sup>th</sup> Paddleboard season in Bellport. For this season, I would like to continue providing the program with the same schedule as the 2021 season. After two years on hold I'm also excited to re-launch the Paddle to the Point Race. I look forward to seeing and bringing the community together again on the water.

Attached you will find the 2022 schedule/events. I look forward to working with the village and local community this upcoming season. If you should need any additional information or have questions, please be sure to let me know. I can be reached directly at (631) 848-1385 or at Getupstandupny@gmail.com

Sincerely,

Meaglen Slamm Meaghan Shannon



#### 2022 Paddleboard Season

#### 2022 Season

Saturday May 28<sup>th</sup> 2022 thru October 10<sup>th</sup> 2022 Mother's Beach

Monday, Wednesday, Saturday – 7:30am to 11am Tuesdays & Thursdays – 5:30pm to 6:30pm Fridays- 6:30pm to 7:30pm

#### **Full Moon Paddles**

Time: 7:30pm Row Boat Beach

#### Paddle to the Point Race

Sunday August 14<sup>th</sup> 2022 (Alt weather date: August 21<sup>rd</sup> 2022) Time: 8:00am Bellport Marina

#### Additional Information:

Sessions follow USCG requirements as per age groups & water safety during sessions. Additionally, ability levels, water and weather conditions may alter session schedule & set up location to ensure best suited environment for participants. Private Sessions out of dock.

## **TRI Utility Cost Reduction**

## Recovering Refunds on Utility Bills for Over 30

- TRI Utility Cost Reductions has a record of extraordinary success in securing significant refunds and lower costs from providers of electricity, gas, water, sewage and telecom services.
- TRI uses its extensive experience and proprietary technology to recover significant overcharges obscured for many years by arcane tax and tariff codes as well as simple human errors caused by utility providers.

#### Here's how it works:

- TRI will conduct a 4-6-year look-back analysis of your company's utility charges, and provide verification of any overcharges and/or rate reductions due.
- If utility overcharges are recovered . . . TRI will issue the entire check to your company representing any recovered funds. After receiving the check, your company sends TRI their commission which is 50% of the refund If no funds are collected, there is no charge whatsoever.
- If there is a reduction in monthly utility service charges . . . TRI will receive 50% of the reduced amount for the first 36 months reflecting the reduction.
- The client-utility relationship is unaffected, and the client continues to work with that utility both during and after the TRI audit.
- TRI's extensive client roster includes: large corporations, entrepreneurial businesses, not-for-profits, municipalities and educational institutions.
- Recent recoveries have ranged from four- to seven-figures, and include such household names as: GE, American Airlines, New York Life, NYU, March of Dimes, Visiting Nurses of NY, Price-Waterhouse-Coopers, also, medical facilities, multi-billion dollar and small businesses, not for profit agencies, municipalities, condos, religious orgs. Etc.
- To get started, all we need is:
  - One utility bill from each service provided
  - A signed contingency agreement (confirming our 50% share of recovered funds)
  - An authorization letter authorizing TRI to contact your utility

#### For additional information contact:

Brent Nelson, Senior Vice President for Business Development TRI Utility Cost Reductions (516) 510-8944

Bsn2601@aol.com



RECEI VILLAGE OF

2022 MAR -1 P 12: 51

## 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: Bellport Brewing Company, Inc.
Address of Organization: 14 Station Road, Bellport NY 11713
Contact Person Information:
Name Brian Baker
Address 14 Station Road Bellport, NY 11713
Telephone # (631) 316-9096
Email Address Brian@Bellportbrewing.com
Event Information:
Name of property owner where event will be held: Frank Trotta
Address of property where event will be held: 14 Station Road, Bellport NY 11713
Name of Event: Bellport Brewing Company's 2nd Annual St. Patricks Day Event
Date(s) of Event: March 20 2022 Rain Date(s) if applicable: n/a
Hours of Event (including setup & shutdown) 11a - 7p
Purpose of the Event and Description of activities: 2nd Annual St. Patricks Day
during the working operational hours. Beer and other authorized alcohol sold and consumed on premise
Expected maximum number of persons (including organizers, vendors, spectators) 250 throughout the day If this exceeds 500 persons, a special review by the Village Clerk is required.
Expected number of vehicles 100 Parking Attendants YES X NO
Can the Village assist with parking issues (barriers/cones)? YES X NO
Any large temporary structures ? YES NO $\frac{X}{X}$ (if YES attach a diagram)



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

Name of Organization: Bellport Brewing Company, Inc.
Do you have a plan for bathroom facilities? YES $\overline{X}$ NO
Do you have a trash removal plan?  YES X  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 X NO  If yes, please explain There will be live music outside on our property throughout the hours of requested operation
Will there be additional lighting? YES X NO If yes, please explain <u>There are already lights in place for the event. Approx 50 yards worth of LED</u> above lighting.
Brian Baker 2/25/22
ignature of Applicant Date





RECEIVED VILLAGE OF BELLPORT

## Village Of Bellport FEB 29 A 10: 07

## **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.

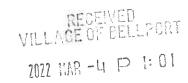
Name of Organization: _ Bup & buls Club of the Bell port area
Address of Organization: 471 atlante avenue, Bellport, WY 11713
Contact Person Information:
Name _ Mayann mc freezey
Address 9 Brook Musery Dieve, Brothever, ny 11719
Telephone #
Email Address Mum 2 @ optanline net
•
Event Information:
Name of property owner where event will be held: _ Quei Calladan
Address of property where event will be held: 4 Lesinely Ln, Bellpnt, ny 11713
Name of Event: Legacy Celebration
Date(s) of Event: April 2, 2022 Rain Date(s) if applicable:
Hours of Event (including setup & shutdown) 4pm - 9pm
Purpose of the Event and Description of activities: <u>Fundraising</u> , Cocktain Party, Light Dinner Beffet
Expected maximum number of persons (including organizers, vendors, spectators)
Expected number of vehicles 75 Parking Attendants X YESNO
Can the Village assist with parking issues (barriers/cones)? YESNO
Any large temporary structures ? YES NO X (if YES attach a diagram)



## <u>Application for a Special Event Permit (continued)</u>

Name of Organization: Bry 6 view Club of the Bellpat area
No.
Do you have a plan for bathroom facilities? YES NO
Do you have a trash removal plan?  YES NOX  (if you would like a Village Dumpster, contact Village Hall - \$65.00 per pick up)
Will there be live music/loudspeakers/audio equipment? YES X NO  If yes, please explain bu microphane in loos
Will there be additional lighting? YES NO X  If yes, please explain
Maryinn Mc Freeney /dk 3-1-2022  Bate  Date
ognature of Applicant Date





## **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: Deschant - DrockHAUZW WIST. So
Address of Organization: 31 Becopar W / 12 BELL ST
Contact Person Information:
Name TONATHAN DOLDANY
Address 41 BAIRWSTIZM LANK
Telephone # (516) 457 - 7503
Email Address John Dononny Q AOL.
Event Information:
Name of property owner where event will be held: Brichart Brendygum Hor.
Address of property where event will be held:
Name of Event: ANNUAC COALA & EXIMIBIT
Date(s) of Event:
Hours of Event (including setup & shutdown) 3 - 10
Purpose of the Event and Description of activities: Advuse Fond Daisian + Russian
Expected maximum number of persons (including organizers, vendors, spectators)/50
Expected number of vehicles Parking Attendants YES NO
Can the Village assist with parking issues (barriers/cones)?YESNO
Any large temporary structures ? YES NO (if YES attach a diagram)
TENT IN PARKING LOT 12 BELL ST.



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

Name of Organization: BRUPONT BROOKMANIN HIST
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   NO (e - 8
Will there be additional lighting? YES NO _~_ If yes, please explain
Julle 3/4/22
Signature of Applicant Date

#### **Use of Facilities Form** Inc. Village of Bellport

Guidelines for submission of application are as follows:

- delines for submission of application are as follows:

  1. Review the enclosed Inc. Village of Bellport Municipality Policy on Use of Village Pacifics Mothers Beach
- 2. Review the Insurance Requirements for using Municipal Facilities, and forward to your insurance carrier for issuance of required certificates. NOTE: The Municipal Board reserves the right to require alternative liability when applicable.
- 3. Complete Application- Do not leave any blanks

Today's Date: 3/4/2-2
Date(s) & Times Requested: JUNE 4 2022 4-6:30
Facility Requested: COMMUNITY CONTYN
Name of Business: Baugant Bacoullavan Hist So.
Person in charge: JONATHIAN DORONNY
Address: 41 Bairisten La Beccont
H157. So. 31 Boupon in Boupon
Phone Number: (5/6) 457 - >903
Nature of Event/Reason for use: INTROVIEW - INDOOR SPACE IN CASE OF RAIN
Will fees be charged?
Group Size:
Special Request:
The undersigned, an officer of the organization requesting the use of the Inc. Village of Bellport's facilities, or the individual requesting the use of Inc. Village of Bellport's facilities, guarantees observance of all regulations governing use of the facilities of the Inc. Village of Bellport, payment of any charges incurred and states that the organization agrees to indemnify and save harmless the Inc. Village of Bellport and the Municipal Board, employees and volunteers against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from, the use of such facilities.
Signed In Name Towarum Portonny
Title Trasvar 31345 Date 3/4/22
Address 41 Baisnistia Warz Brigari Phone (576) 457-7903

Administrators Approval \_\_\_



# Village Of Bellport PEB 23 P 1: 29

## **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: South Bay Art Association
Address of Organization: PO Box 244, Bellport, NY 11713-0244
Contact Person Information:
Name Krystle Di Nicola
Address 35 Edwards St., Patchogue, NY 11772 (or above)
Telephone # 631 - 256 - 7222
Email Address Works info@ South Bay Art.org
Event Information:
Name of property owner where event will be held: Bellport Lane
Address of property where event will be held: Bellport Lane
Name of Event: Artists on the Lane
Date(s) of Event: Rain Date(s) if applicable:
Hours of Event (including setup & shutdown) 7 - 5
Purpose of the Event and Description of activities: Sell artwork
Expected maximum number of persons (including organizers, vendors, spectators)
Expected number of vehicles 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)



## <u>Application for a Special Event Permit (continued)</u>

Name of Organization:
Do you have a plan fan hathar and facility 2 year
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
Will there be additional lighting? YES NO If yes, please explain
KuysMe DiNiole 2-23-22
Signature of Applicant Date

#### Katie Mehrkens

From:

Eric Everitt <eeveritt26@gmail.com>

Sent: To:

Thursday, February 24, 2022 1:13 PM Village Clerk

Subject:

Regatta Request -- NYS Optimist Championship 9/10-9/11

John,

BBYC was offered the opportunity to host the NYS Optimist Championship at the club. This event is held the weekend after Labor Day. We'd prefer a 2 day event since people travel to this event. My only concern is for Sunday with the 9/11 ceremony the village does, however I do not think this is a big obstacle because we should be done racing by 3 and everyone should be more or less gone by 5. We typically have used Osbourne Park for boat storage but maybe it would be better to use the bandshell park to contain everything to one side of the road and we don't have the crossing issue for launching. That way anything that needs to be set up can done while the event is going on.

We anticipate about 70 Optimists for the event.

9/9 -- Boat arrival after 4pm

9/10 -- Competitor arrival starting around 7:30 am -- Racing at 1030-4 (boats put away competitors leave by 6)

9/11 -- same arrival time - come in around 2-230 awards at 4 -- everyone gone by 5

This is a great event for the Village brings in money to our restaurants and shops, We ran this event back in 1996 and had about 60 boats. This will bring in people from Long Island, Westchester and up the hudson mainly. The event has been in oyster bay for a few years, and we are trying to have this be a regular rotation every 2 or three years. This is great too for our local sailors as they do not have to travel for the event. Another great thing about this event is it is held outside of our typical busy season. Any questions please let me know.

Additionally, another heads up is we were selected to run the Atlantic Coast Championship in 2023 which will take place in September 16 and 17, 2023, this is a bigger event but held outside the main season. We ran this event back in 1997.

Any questions let me know.

Thank you!

-Eric Everitt



Board Meeting – February 22, 2022 Beginning at 7:00pm

## MINUTES

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

Call to Order, Pledge of Allegiance and Roll Call, Trustee Steven Mackin, Absent

#### Open to the Public

Report of the Trustees
Report of the Village Attorney

- 1) Treasurer's Report:
- Resolution: **18** Approve General Fund Checking Abstract Report #1. Consisting of 77 vendors:

a) General Fund Expenditures:

\$ 227,627.31

b) Enterprise Fund Expenditures:

\$ 8,579.90

Totaling:

\$ 236,207.21

Motion: Trustee Ferrigno - Second: Deputy Mayor Rosenberg - APPROVED

• Resolution: 19 - Approve the Enterprise Fund Checking Abstract Report #2, consisting of 9 vendors totaling: \$87,428.17

Motion: Trustee Veitch - Second: Trustee Ferrigno - APPROVED

• Resolution: 20 - 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

Motion: Trustee Ferrigno - Second: Trustee Veitch - APPROVED

- 2) Resolution: 21 Approve the budget transfers as of February 22, 2022 (Exhibit 2) Motion: Deputy Mayor Rosenberg Second: Trustee Ferrigno APPROVED
- 3) Resolution: **22 -** Approve use of \$25,532.01of Employee Liability Assigned Fund Balance for accrued sick and vacation payout for retired employee Michael Perrone.

Motion: Trustee Ferrigno - Second: Trustee Veitch - APPROVED

4) Resolution: 23 - 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.

Motion: Trustee Ferrigno - Second: Deputy Mayor Rosenberg - APPROVED

5) Resolution: 24 - Set a Public Hearing regarding piercing the 2% tax cap at the regularly scheduled Board Meeting on March 21, 2022. (Exhibit 3)

Motion: Deputy Mayor Rosenberg - Second: Trustee Veitch - APPROVED

6) Resolution: 25 - 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)

Motion: Deputy Mayor Rosenberg - Second: Trustee Ferrigno - APPROVED

7) Resolution: **26** - Approve and accept the use of the Ferry Reserves of \$20,000 for the painting of the ferry hull.

Motion: Trustee Ferrigno - Second: Deputy Mayor Rosenberg - APPROVED

8) Resolution: 27 - Approve the use of the Dock Capital Reserves for painting the remaining portion of the ferry (gunnels and top deck).

Motion: Trustee Ferrigno - Second: Deputy Mayor Rosenberg - APPROVED

9) Resolution: **28** - Approve Capital Project for the new Code Vehicle through the DASNY Grant for \$50,000.

Motion: Trustee Veitch - Second: Trustee Ferrigno - APPROVED

10) Resolution: **29** - 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.

Motion: Deputy Mayor Rosenberg - Second: Trustee Veitch - APPROVED

11) Resolution: **30** - Approve the renewal of the Intermunicipal Agreement with Brookhaven Township for lifeguard services for another 5-year period. (Exhibit 5)

Motion: Trustee Ferrigno - Second: Trustee Veitch - APPROVED

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 Weik and Suffolk County Legislator Mazzarella 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
  - o 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: 31 Special Events.
  - a) Sunrise Easter Ecumenical Prayer Service in Osborn Park, sponsored by Mary Immaculate Church, Sunday, April 17, 2022 5:30am (Exhibit 6)
  - Assemblyman Joe DeStefano Boater Safety Class in our Community Center Saturday, or Sunday, in May, or June 9am – 5pm. (Exhibit 7)

Motion: Trustee Ferrigno - Second: Deputy Mayor Rosenberg - APPROVED

14) Resolution: 32 - Approve the Board Meeting Minutes of January 22, 2022. (Exhibit 8) Motion: Trustee Veitch – Second: Deputy Mayor Rosenberg

Open to the Public

Close

Executive