

Village of Bellport

Board Meeting – October 24, 2022

A G E N D A

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

Call to Order, Pledge of Allegiance and Roll Call.

Moment of silence for Bill Borrows, our Village Postman

Open to the Public

Reports of the Mayor and the Trustees

Report of the Village Attorney

Treasurer's Reports - Financial Abstracts and Summary of Abstracts (Exhibit 1):

Review of year-to-date financials through September 30, 2022 and the October 2022 payment cycle:

- Resolution: ____ Approve General Fund Checking Abstract Report #1, Consisting of 93 vendors:

a) General Fund Expenditures:	\$223,922.49
b) <u>Enterprise Fund Expenditures:</u>	<u>\$ 9,425.16</u>
Total	\$233,347.65

- Resolution # ____ Approve the Enterprise Fund Checking Abstract Report #2, consisting of 24 vendors totaling: \$179,814.67
 - Resolution# ____ Approve the Capital General Fund Checking Abstract Report #3, consisting of 1 vendor totaling: \$15,000.00
 - Resolution # ____ Approve the monthly budget transfers Report # 3 (Exhibit 2):
- 1) Resolution: ____ Approve the dissolution of the Bellport Village Water District Fund, whose final balance was paid out in June 2021. (Exhibit 3):
 - 2) Resolution: ____ Transfer balance of \$2,519.60 from the Bellport Water District Fund to the General Fund, retroactive to Fiscal Year End - May 31, 2022.

- 3) Resolution: ___ Accept and approve the \$16,336.00 AIM (Aid and Incentive for Municipalities) Funding on September 16, 2022
- 4) Resolution: ___ Approve PNC Lease Agreement for TORO Master Lease for the Golf Course (Exhibit 4)
- 5) Resolution: ___ Approve 2023 Rates for the Marina, the Waterfront Commission recommended that we raise the rate from \$67 per foot to \$70 per foot.
- 6) Resolution: ___ Accept and approve the Johnson Controls Inc. - JCI Project Development Agreement, regarding Sustainability and Energy Solutions Project for the Village (Exhibit 5)
- 7) Resolution: ___ Accept the Resignation of Michael Heitner, as an alternate of the Zone Board of Appeals, due to time constraints.

8) Updates:

- The Waterfront Commission has begun working on the design of the project both for the Bellport Marina Basin and Ho Hum Beach Marina. The Grant Award of up to \$2.8M, at 75% of the total cost, whereby the Village would fund the remaining 25%, or \$933,333, for a total potential project of \$3,733,333. This 2021 Congressional Spending Allocation Grant Award is offered by the Federal Government through HUD.
 - Still pending is the submission for the 2022 Congressional Spending Allocation Grant: Pursuing \$3.3M Grant for Howells Point Coastal Flood Resiliency Project – Howells Creek erosion project and Terminus of the following roads: South Howells, Thornhedge, and Otis.
- 9) **Resolution # ___** Approve the following Special Events: (Exhibit 6):
 - a) 2022 Halloween Parade Saturday October 29, 2022, 12 noon. Line up 11:30 in front of Firehouse, announcement of the winning scarecrows.
 - b) Chamber of Commerce Shopping Event, Saturday, October 8, 2022 (retrospective approval)
 - 10) **Resolution # ___** Approve the Board Meeting Minutes of August 22, 2022 and September 19, 2022 (Exhibit 7)

Open to the Public

Close

Executive

Close

Village of Bellport
 Abstract Coversheet
 OCTOBER 24, 2022

General Fund Checking
 93 Vendors

General Fund Expenditures

A/P Open Item Register		\$ 173,357.58
Purchase Order Receipt Register:		
Brookhaven Fire Department	2004 Chevy	\$10,800.00
Leasequery	GASB 87 Software	\$3,500.00
Michael Marra	Emergency Repair	\$1,700.00
Frank mazzarone	Burner Replacement	\$3,500.00
Suffolk Overhead	Emergency Door Replacement	\$5,800.00
Wastequip	Flatbed	\$24,699.00
A/P Direct Item Register:		
LOCAL 342 LIPSE	09/27/22 Payroll	\$193.02
LOCAL 342 COPE	09/27/22 Payroll	5.00
LOCAL 342 LIPSE	10/12/22 Payroll	\$192.79
LOCAL 342 COPE	10/12/22 Payroll	5.00
Louis Cardamone	Medicare Part B Reimbursement	\$170.10

Total General Fund Expenditures from General Fund Checking 223,922.49

Enterprise Fund Expenditures

A/P Open Item Register	9,425.16
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Total Enterprise Fund Expenditures from General Fund Checking 9,425.16

Total Capital Fund Expenditures from General Fund Checking -

Total Payments from General Fund Checking \$ 233,347.65

Enterprise Fund Checking
 24 Vendors

A/P Open Item Register total	\$178,682.34	
Purchase Order Receipt Register/Direct Payable		
EWING IRRIGATION	WALKIE TALKIES	\$1,132.33

Total Payments from Enterprise Fund Checking \$179,814.67

Capital General
 1 Vendors

A/P Open Item Register total	\$15,000.00
Purchase Order Receipt Register:	

Total Payments from Capital Fund Checking \$15,000.00

Total Payments \$ 428,162.32

INCORPORATED VILLAGE OF BELLPORT BUDGETARY ENTRIES FOR October 31, 2022			
TO ACCOUNT #	FROM ACCOUNT #	AMOUNT	REASON
A00.6.7180.122 FIRE ISLAND PERSONAL SERVICES	A00.6.7180.411 FIRE ISLAND T SHIRTS	\$216.75	To Reallocate budget due to an overage in personal services
A00.6.7180.410 FIRE ISLAND MATERIAL & SUPPLIES	A00.6.7180.411 FIRE ISLAND T SHIRTS	\$494.95	To Reallocate budget due to an overage in materials & supplies
A00.6.7190.122 FERRY CASHIER	A00.6.7180.440 FIRE ISLAND FEES FOR SERVICE	\$871.26	To reallocate budget due to an overage in ferry cashiers
A00.6.7195.475 DOCK OTHER EXPENSES	A00.6.7190.121 FERRY DECKHANDS	\$3,861.22	To reallocate budget due to an overage in dock other expenses
A00.6.7240.120 TENNIS PERSONAL SERVICES	A00.6.7195.440 DOCK FEES FOR SERVICE	\$1,193.50	To reallocate budget due to an overage in tennis personal services
A00.6.7240.410 TENNIS MATERIALS & SUPPLIES	A00.6.7240.121 JUNIOR DEVELOPMENT	\$3,912.24	To reallocate budget due to an overage in tennis materials & supplies
A00.6.7240.475 TENNIS OTHER EXPENSES	A00.6.7240.121 JUNIOR DEVELOPMENT	\$500.00	To reallocate budget due to an overage in tennis other expenses
A00.6.8160.200 REFUSE EQUIPMENT PURCHASED	A00.6.8160.470 LANDFILL	\$10,800.00	To reallocate budget due to an overage in equipment purchased
A00.6.1620.440 FEES FOR SERVICE	A00.6.1620.426 WEBSITE/ADVERTISING	\$3,082.35	To reallocate budget due to an overage in fees for service
A00.6.5182.421 ELECTRIC	A00.6.5182.450 OPERATIONS & MAINTENANCE	\$1,348.64	To reallocate budget due to an overage in electric
A00.6.7180.410 FIRE ISLAND MATERIAL & SUPPLIES	A00.6.7180.440 FIRE ISLAND FEES FOR SERVICE	\$1,249.23	To Reallocate budget due to an overage in materials & supplies
A00.6.7180.475 BEACH CONCESSION	A00.6.7180.468 REPAIRS TO PROPERTY	\$314.15	To reallocate budget due to an overage in materials & supplies
A00.6.7190.424 FERRY DIESEL FUEL	A00.6.7190.120 FERRY DECKHANDS	\$1,565.76	To reallocate budget due to an overage in diesel fuel
A00.6.7195.410 MATERIALS & SUPPLIES	A00.6.7195.422 DOCK TELEPHONE	\$266.90	To Reallocate budget due to an overage in materials & supplies
A00.6.8160.440 TENNIS INSTRUCTOR SERVICES	A00.6.7240.466 REPAIRS TO PROPERTY	\$3,879.53	To reallocate budget due to an overage in tennis instructor services
A00.6.8160.410 REFUSE MATERIALS & SUPPLIES	A00.6.8160.470 LANDFILL	\$700.00	To reallocate budget due to an overage in refuse materials & supplies
A00.6.8670.200 EQUIPMENT PURCHASED	A00.6.8670.440 FEES FOR SERVICE	\$880.61	To reallocate budget due to an overage in equipment purchased
A00.6.8670.422 TELEPHONE	A00.6.8670.440 FEES FOR SERVICE	\$31.30	To reallocate budget due to an overage in telephone
TOTAL GENERAL FUND	TOTAL GENERAL FUND	\$35,268.39	
EM0.6.7250.424 DIESEL FUEL	EM0.6.7250.410 MATERIALS & SUPPLIES	\$1,414.94	To reallocate budget due to an overage in diesel fuel
EM0.6.7250.452 EQUIPMENT LEASE	EM0.6.7250.410 MATERIALS & SUPPLIES	\$29.78	To reallocate budget due to an overage in equipment lease
EM0.6.7250.465 REPAIRS TO EQUIPMENT	EM0.6.7250.475 OTHER EXPENSES	\$1,382.84	To reallocate budget due to an overage in repairs to equipment
EM0.6.7260.413 GOLF SHOP SPECIAL ORDERS	EM0.6.7260.410 MATERIALS & SUPPLIES	\$708.21	To reallocate budget due to an overage in golf shop special orders
EM0.6.7264.442 CLEANING SERVICE	EM0.6.7264.421 ELECTRIC	\$90.32	To reallocate budget due to an overage in cleaning service
TOTAL ENTERPRISE FUND	TOTAL ENTERPRISE FUND	\$3,626.09	

Board Of Trustees Meeting Minutes For June 21, 2021

(EXCERPTED;
PLS SEE PAGE 3)



June 23, 2021 (<https://www.bellportvillageny.gov/2021/06/23/>)

VILLAGE OF BELLPORT

Board of Trustees Monthly Meeting – June 21, 2021

MINUTES

Call to Order, Pledge of Allegiance & Roll Call

Open to the Public

Report of the Trustees

16 Resolution: **92** Accept and Approve the Accounting/Audit Consulting Agreement between the Village of Bellport and Ali McCabe Consulting.

Motion: Trustee Rosenberg – Second: Trustee Ferrigno – APPROVED

17. Resolution: **93** FEMA and NYS Reimbursement of \$69,344.97 for Debris Clean Up after Tropical Storm Isaías of August 4, 2020.

Motion: Trustee Ferrigno – Second: Trustee Rosenberg – Trustee Veitch – Abstained – APPROVED

18. Resolution: **94** Approve Bellport Water District: SCWA Calculation of final payment of \$3,894.13, in order to request a dissolution of the agreement.

Motion: Trustee Ferrigno – Second: Trustee Rosenberg – Trustee Veitch – Abstained – APPROVED

19 Resolution: **95** Approval Renewal of the Three-Year Agreement with Mary Immaculate Church for the use of their fields for Kids' Camp

Motion: Trustee Rosenberg – Second: Trustee Ferrigno – APPROVED

20 Resolution: **96** Recapitulation of approved FEMA Main Pier Change Order Forms 1-4:

- Change Order #1: \$240,000.00 – Approved April 20, 2020
- Change Order #2: \$84,180.00 – Approved April 20, 2020
- Change Order #3: \$265,376.00 – Approved January 25, 2021
- Change Order #4: \$114,962.30 – Approved January 25, 2021

Total: \$704,248.30

Motion: Trustee Mackin – Second: Trustee Rosenberg – Trustee Veitch and Trustee Ferrigno – Abstained – APPROVED

21. Resolution: **97** Authorizing an Encroachment Agreement between the Incorporated Village of Bellport and Roy Otwell to allow fencing, driveway and shrubbery to remain on Village property located adjacent to 4 Second Street Further, authorize the Mayor to execute the necessary encroachment agreement required documents for filing with the Suffolk County Clerk.

Motion: Trustee Rosenberg – Second: Trustee Mackin – Trustee Veitch – Abstained – APPROVED

22. Updates:

1. Status of the FEMA Main Dock Project: Final Punch List Items
2. DHC Government Advocacy Group – Status: US Congressman Lee Zeldin's Office Grant Request for Proposal; in addition, Grant submissions to US Senator Gillibrand's and Senator Schumer's Offices
3. Weekend Extended Ferry Schedule: Adding a 6:00PM Ferry to Ho Hum and a 6:30PM and 7:30PM Return Ferry on Friday and Saturday Nights beginning July 2, 2021 through Labor Day Weekend.

23. Special Events: None at this time.

24. Other Items

Open to the Public

Close Meeting – Motion: Trustee Ferrigno – Second: Trustee Mackin – APPROVED

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Categories

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- Village News (<https://www.bellportvillageny.gov/category/village-news/>)
- Waterfront Management Commission (<https://www.bellportvillageny.gov/category/waterfront-management-commission/>)
- Zoning Board of Appeals Meetings (<https://www.bellportvillageny.gov/category/zoning-board-of-appeals-meetings/>)

More Recent Posts

September 19, 2022

Village of Bellport
Course Name: Bellport Golf Club
29 Bellport Lane
Bellport, NY 11713

RE: Lease Number 98999749-1

To Whom It May Concern:

Thank you for choosing PNC Bank, National Association as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date.
- **Schedule A (if applicable):** Please initial at the bottom of the page.
- **Resolution and Certificate of Incumbency:** Please have all authorized signers (including the individual who signed the documents) sign in the middle section along with the Corporate Secretary or Assistant Secretary, who should complete the bottom section of the document. This person must complete the top and bottom sections of the document. If you have a corporate resolution available, please include that in the return of your documents. If this document does not apply to your business structure, please send a copy of your Operating Agreement, Partnership Agreement or Incorporating documents.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to contact me at gwixed@pnc.com

Sincerely,

Gillian Wixed
Sales Specialist

Lease Agreement

Dated as of September 19, 2022

Lease Number: 98999749-1

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:	LESSEE FULL LEGAL NAME	FEDERAL TAX ID
	Village of Bellport 29 Bellport Lane Bellport, NY 11713	116002102

Equipment Description:

Quantity	Description	Serial No.
2	Toro Reelmaster 3555-D	
3	Toro Workman GTX Lifted Lithium	
1	Toro Workman HDX 2WD	
2	Toro Greensmaster TriFlex 3400	
1	Toro Sand Pro 5040	
1	Toro Groundsmaster 3500-D	
2	Pro Force Debris Blower	
1	Toro Greensmaster TriFlex 3400 Hydraulic Diesel	
1	Sand Pro 2040Z	
1	Toro Workman GTX Lifted Lithium	

Lease Term is for **48** months, with Rent payments due in **48** Monthly plus applicable tax; each in the amount of **\$9,452.00** beginning _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY

PNC Bank, National Association ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

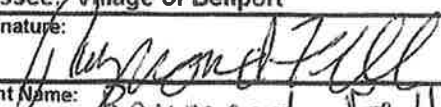
- Inside city limits
- Outside city limits
- Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____
Taxing District _____

Additional comments:

Lease Number 98999749-1

Lessee: Village of Bellport
Signature: 
Print Name: Raymond Fell
Title: Mayor
Date: 9.19.22

PLEASE COMPLETE AND SIGN FORM

Village of Bellport PDA

PROJECT DEVELOPMENT AGREEMENT BETWEEN

**Village of Bellport
29 Bellport Lane
Bellport, NY 11713**

AND

**Johnson Controls, Inc.
6A Aerial Way
Syosset, NY 11773**

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop an infrastructure project. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

1. Scope of Services

- a. Provide for the development of Facility Improvement Measures (FIMs) at Customer's facilities (listed in Attachment) that will fund themselves out of energy savings, operational savings and capital cost avoidance; and where possible, reduce Customer's deferred maintenance backlog and assist the Customer by providing assessments, through an associated PDA, at facilities or other desired infrastructure project improvements.
- b. All JCI pricing, provided under this agreement and where applicable will be in accordance with the Johnson Controls Sourcewell contract #070121.
- c. Assist the Customer with options for project financing;
- d. Utilize recent 12 months of Customer's utility consumption data, generally covering the time period of 1/2021 to 12/2021. Consumption data request letter(s) have been obtained during preliminary evaluation.

2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction to achieve the Milestone Schedule identified herein:

Milestone*	Completion Date
Execute Project Development Agreement	10/24/22
Project Development and Detailed Energy Audit (DEA)	10/31/22 – 1/20/23
Customer Approval of Project Parameters – Scoping Workshop	1/23/23
Present DEA and Infrastructure Project	2/13/23
Final Customer Approval (Project Parameters)	2/27/23
Execute Contract	3/27/23
Begin Implementation	4/10/23

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

- a. A written description of each FIM proposed to be implemented;
- b. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor and maintenance and any customer contribution required.
- c. A preliminary schedule for implementation of the project;
- d. A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM;
- e. A firm offer by JCI to implement the developed infrastructure project.

4. Customer Priority FIMs

JCI will provide Facility Improvement Measures (FIMs) to create a project which meet the Customer's project specifications listed in attachment A. In addition to those FIMs JCI may include other FIMs which help the Customer achieve certain other desired results, such as building improvements or implementing improvements from the Customer's deferred maintenance budget which may fit the customer project specifications.

Listed below is the Customer Primary FIMs in priority order. JCI and the Customer acknowledge that JCI will provide as many of the Customer Priority FIMs listed as possible while still meeting achieving the criteria listed in the Deliverables paragraph.

The Customer acknowledges the project potentially may not include all of the Customer Priority FIMs listed:

1. LED Lighting upgrades at Village facilities and roadways
2. Solar PV Renewable Energy
3. Building Envelope – Roof Replacement
4. Temperature Control Upgrades

5. Records and Data

During project development, the Customer will furnish to JCI upon its request, accurate and complete current data concerning: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

JCI will provide a separate document with a formal request for the required information shortly after touring the Customer facilities. The Customer shall make every effort to provide that information within 15 days of request.

6. Preparation of Implementation Contract

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents. The form of the documents will vary depending on Customer requirements, state statute where applicable and JCI requirements, but where prudent shall utilize JCI standard documents.

7. Project Development Cost and Payment Terms

Customer agrees to the cost for JCI to provide project development services for \$37,500.00 and is payable within 60 days after JCI provides the Deliverables identified herein. However, Customer will have no obligation to pay this amount if JCI and the Customer enter into the Infrastructure Project Agreement within 30 days after its delivery to the customer.

8. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

9. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation.

10. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services.

Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.	VILLAGE OF BELLPORT
By	By
Signature	Signature
Title	Title
Date	Date

ATTACHMENT

- a. Village of Bellport Facilities and Improvement Measures to be evaluated. Depending on the measures that the Village decides to include in the project, the anticipated project cost is approx. \$2M - \$4M. A fully developed project of this magnitude including all measures is anticipated to have an annual, decelerating project contribution from the Village in range of \$100,000 to \$250,000.

List of Targeted Options and Facilities for Detailed Investment Grade Audit

PROPOSED MEASURES	Village Hall	Community Center	DPW	Ho Hum Beach	Country Club	Pro Shop / Golf Course	Course Maintenance	Village Wide
Lighting - Interior Retrofit	x	x	x		x	x	x	
Lighting - Exterior Retrofit				x				
Streetlights								x
Building Envelope - Weatherization	x	x	x		x	x	x	
Building Temperature Controls with Temperature Setback	x	x			x	x	x	
Heating System - Furnace Replacement With Natural Gas Conversion	x							
Heating System – Boiler/Furnace Controllers		x			x	x	x	
Cooling System - Energy Efficient VRF Upgrade		x						
Cooling System - AC Compressor Controllers					x			
Renewable Energy- Photovoltaic Generation		x	x	x	x			
Electric Vehicle Chargers / Golf Cart Electrification						x		
Roof Replacement			x		x			



RECEIVED
VILLAGE OF BELLPORT
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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 Chamber of Commerce

Address of Organization: P.O. Box 246 Bellport, NY 11713

Contact Person Information:

Name LuAnn Thompson

Address 137 South Counry Road, Bellport NY 11713

Telephone # CELL 631.902.0612

Email Address info@bellportchamber.org

Event Information:

Name of property owner where event will be held: South Country Road Village Business District

Address of property where event will be held: Main Street

Name of Event: Discover Bellport Columbus Weekend

Date(s) of Event: Saturday, October 8th Rain Date(s) if applicable: None

Hours of Event (including setup & shutdown) 10 - 5PM

Purpose of the Event and Description of activities: Sidewalk Sale

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

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)



Village Of Bellport

Application for a Special Event Permit (continued)

Name of Organization: Bellport Chamber of Commerce

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 - \$90.00 per pick up)

Will there be live music/loudspeakers/audio equipment? YES NO

If yes, please explain Not on the main street

Will there be additional lighting? YES NO

If yes, please explain _____

Laura Thompson

Signature of Applicant

Oct 3rd, 2022

Date



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.

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Address of Organization: P.O. Box 246 Bellport NY 11713

Contact Person Information:

Name LuAnn Thompson

Address 137 South Country Road Bellport NY 11713

Telephone # CELL 631.902.0612

Email Address info@bellportchamber.org

Event Information:

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

Address of property where event will be held: _____

Name of Event: Halloween Parade

Date(s) of Event: Saturday, Oct, 29th Rain Date(s) if applicable: None

Hours of Event (including setup & shutdown) 11 - 2

Purpose of the Event and Description of activities: Halloween Kids of all ages march in their costumes

Expected maximum number of persons (including organizers, vendors, spectators) 800

If this exceeds 500 persons, a special review by the Village Clerk is required.

Expected number of vehicles 200 Parking Attendants YES NO

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

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

Yes as far as the road closed for kids to march and trick-a-treat



Village Of Bellport

Application for a Special Event Permit (continued)

Name of Organization: Bellport Chamber of Commerce

Do you have a plan for bathroom facilities? YES NO

We are not serving food

Do you have a trash removal plan? YES NO

(if you would like a Village Dumpster, contact Village Hall - \$90.00 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 _____



Oct, 3rd, 2022

Signature of Applicant

Date

For the Halloween parade we will have the Fire Department lead the parade and would like the road closed for about 2 or 3 hours to give kids time to march and trick-a-treating safely across the street. We need the village to help with this event.

Line-up is at the firehouse at 11:30 for announcements of scarecrow contest /start marching at 12 down main street over to the village green with the help of the fire department. After that the kids walk freely until about 1:30 or 2 to trick-a-treat.

Kids will also be instructed to walk over to the Historical Society to do pumpkin carving and decorating. We expect the village to be busy during this event.

Village of Bellport

Board Meeting – September 19, 2022

MINUTES

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

Call to Order, Pledge of Allegiance and Roll Call. Steve Mackin - Absent

Open to the Public

Reports of the Mayor and the Trustees

Report of the Village Attorney

1) Presentation by Christopher Fitzsimmons of Johnson Controls regarding the Preliminary Report of the Sustainability and Energy Solutions Project (Exhibit 1)

2) Treasurer's Report:

- Resolution 137 Approve General Fund Checking Abstract Report #1, Consisting of 85 vendors:

a) General Fund Expenditures:	\$468,867.92
b) <u>Enterprise Fund Expenditures:</u>	<u>\$ 10,578.06</u>
Total	\$479,445.98

Motion: Deputy Mayor Rosenberg – Second: Trustee Rohrmeier - APPROVED

- Resolution 138 Approve the Enterprise Fund Checking Abstract Report #2, consisting of 14 vendors totaling: \$ 91,249.13

Motion: Deputy Mayor Rosenberg – Second: Trustee Rohrmeier - APPROVED

- Resolution 139 Approve the monthly budget transfers Report # 3

Motion: Deputy Mayor Rosenberg – Second: Trustee Rohrmeier - APPROVED

See Financial Abstracts and Summary of Abstracts (Exhibit 2)

A. Review of year-to-date financials through August 31, 2022

- 3) Resolution **140** Bellport Golf Course golf carts: Yamaha Motor Finance – 55-DR2A EFI Golf Cars/Carts, 27 months, 3.96% interest rate. (Exhibit 3)

Motion: Trustee Ferrigno – Second: Trustee Rohrmeier - APPROVED

- 4) Resolution **141** Recommendation for Daniel Wakeford to join the Historic Preservation Commission, to replace James Carson who has recently been appointed as Chairperson of the Commission

Motion: Trustee Ferrigno – Second: Trustee Rohrmeier - APPROVED

- 5) Resolution **142** Recommendation for Ronald Risdon to join our Architectural Review Board, as an alternate.

Motion: Deputy Mayor Rosenberg – Second: Trustee Rohrmeier - APPROVED

- 6) Resolution **143** Review and approve the 2023 Proposed Bellport Golf Club Rates, as set forth in Exhibit 4.

Motion: deputy Mayor Rosenberg – Second: Trustee Rohrmeier - APPROVED

7) Updates:

- The Waterfront Commission has begun working on the design of the project both for the Bellport Marina Basin and Ho Hum Beach Marina. The Grant Award of up to \$2.8M, at 75% of the total cost, whereby the Village would fund the remaining 25%, or \$933,333, for a total potential project of \$3,733,333. This 2021 Congressional Spending Allocation Grant Award is offered by the Federal Government through HUD.
- Still pending is the submission for the 2022 Congressional Spending Allocation Grant: Pursuing \$3.3M Grant for Howells Point Coastal Flood Resiliency Project – Howells Creek erosion project and Terminus of the following roads: South Howells, Thornhedge, and Otis.
- The new gate at Mothers’ Beach was badly damaged by a truck. The Village is having the damaged section of the gate re-fabricated and replaced. The Village will be reimbursed for all costs and expenses by the owner of the truck.
- The Bellport Environment Committee will be holding the “Ho Hum Beach Cleanup Day,” on Sunday, September 25, 2022, starting with the departure of the Ferry at 11:00AM, from the Bellport Marina.
- September 25, 2022, is the last day of the Ferry to and from Ho Hum Beach... please clean out the lockers at Ho Hum; any articles left behind will be disposed of by Village Staff after this date.

- 8) **Resolution 144** Approve the following Special Events: (Exhibit 5):

- a) 2022 Annual Scarecrow Contest: September 24, 2022, from Noon-4:00PM, at the Village Community Center.
- b) Bellport High School Homecoming Parade: October 22, 2022, at 11:00AM, on Kremer, Station, and South Country Roads.
- c) Friends of Bellport Bay: Marine Meadows Workshop, October 29, 2022 (Rain Date: November 5th), 9:00AM-1:00PM. Volunteers will learn about the flora of the Bay and help weave eelgrass into burlap discussed utilized for bay bottom restoration projects.

Motion: Trustee Rohrmeier – Second: Trustee Ferrigno - APPROVED

- 9) Approve the Board Meeting Minutes of August 22, 2022 (Exhibit 6) – Resolution Postponed until October 24 Board Meeting

Open to the Public

Close

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

Executive

Close

Village of Bellport

Board Meeting – August 22, 2022

MINUTES

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

Call to Order, Pledge of Allegiance and Roll Call. – ALL PRESENT

Open to the Public

Reports of the Mayor and the Trustees

Report of the Village Attorney

1) Treasurer's Report:

- Resolution 129 - Approve General Fund Checking Abstract Report #1, Consisting of vendors:

a) General Fund Expenditures:	\$214,719.68
b) <u>Enterprise Fund Expenditures:</u>	<u>\$ 6,167.09</u>
Total	\$220,886.77

Motion: Deputy Mayor Rosenberg – Second: Trustee Mackin - APPROVED

- Resolution 130 - Approve the Enterprise Fund Checking Abstract Report #2, consisting of 19 vendors totaling: \$108,715.04

Motion: Trustee Mackin – Second: Trustee Ferrigno - APPROVED

See Financial Abstracts and Summary of Abstracts (Exhibit 1)

A. Review of year-to-date financials through August 31, 2022

- 2) Resolution 131 - Approve the lease/purchase of a 2022 Avant 760 Mini Wheel Loader (with 4-in-1 Bucket, Snow Blower, and Pallet Fork) by the Enterprise Fund, totaling \$101,007.53.

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

- 3) Resolution 132 - To accept \$9,906.43 for New York State Share for storm Isaias.

Motion: Deputy Mayor Rosenberg – Second: Trustee Mackin - APPROVED

- 4) Resolution 133 - Accept resignation of Greg Thorvaldsen, member of the Planning Board, dated August 10, 2022 (Exhibit 2)

Motion: Trustee Mackin – Second: Deputy Mayor Rosenberg - APPROVED

5) Updates:

- The Waterfront Commission has begun working on the design of the project both for the Bellport Marina Basin and Ho Hum Beach Marina. The Grant Award of up to \$2.8M, at 75% of the total cost, whereby the Village would fund the remaining 25%, or \$933,333, for a total potential project of \$3,733,333. This 2021 Congressional Spending Allocation Grant Award is offered by the Federal Government through HUD.
- Still pending is the submission for the 2022 Congressional Spending Allocation Grant: Pursuing \$3.3M Grant for Howells Point Coastal Flood Resiliency Project – Howells Creek erosion project and Terminus of the following roads: South Howells, Thornhedge, and Otis
- Sustainability Project with Johnson Controls – Bellport Environmental Committee
- Our DPW Team has repaved and rebuilt the sidewalks, along Station Road. Speed calming measures were also installed along the roadway.
- Good Merch, Consignment Shop requests to place a “sandwich board” on Bellport Lane and Bell Street. (Exhibit 3)

- 6) Resolution 134 - Approve the following Special Event:

- Sailing Foundation Awards Night – August 13, 2022 (retroactive approval) at the end of the Main Pier
- Bellport Village Program Fund – Annual Sand Castle Contest, Saturday, September 3, 2022, 10:30AM to 3:30PM (Rain date: Sunday, September 4th), judging starts at 2:00PM.

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

- 7) Resolution 135 - Approve the Board Meeting Minutes of July 25, 2022 (Exhibit 4)

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

- 8) Resolution 136 - Approve the Board Meeting Reorganizational Minutes of July 25, 2022 (Exhibit 5)

Motion: Trustee Ferrigno – Second: Trustee Mackin - APPROVED

Open to the Public

Close

Executive

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

Close

Motion: Deputy Mayor Rosenberg – Second: Trustee Rohrmeier – APPROVED