

**VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES**  
**\*LTV Studios, 75 Industrial Road, Wainscott, NY 11975**  
**Friday, March 15, 2024, 11:00 A.M.**  
\* Please note location change

**AGENDA**

**PLEDGE OF ALLEGIANCE:**

**MAYOR'S ANNOUNCEMENTS:**

**ROLL CALL:**

**PRESENTATIONS:**

Hugh King  
Gerry Turza / Eminence, Missouri Fire Truck Donation  
Chief Erickson / Traffic Calming Measures  
Michael Derrig / Herrick Park Landscape Design

**PUBLIC HEARING:**

**Introductory #2-2024**, a proposed local law amending Ch. 77. Beaches; Article I. Beach Regulations; §77-4 (Prohibited conduct), §77-5 (Vehicles on the beach), §77-6 (Operating a vehicle while under the influence), §77-12 (Temporary closure), §77-14 (Locker permits).  
**Introductory #4-2024**, a proposed local law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks).  
**Introductory #7-2024**, a proposed local law amending Ch. 267, the designation of LaForest Lane as a one-way street – south.  
**Introductory #8-2024**, a proposed local law amending Ch. 219 Police, Article II Constables, §219-16 Waiver of qualification requirements.  
**Introductory #9-2024**, a proposed local law amending Ch. 231 authorizing Skip the Stuff enforcement for single use plastics (restrictions on providing eating utensils, condiment packets, napkins and extra eating containers).

**BOARD DISCUSSION:**

Monthly Beach Passes

**PUBLIC COMMENT:**

**MOTIONS/RESOLUTIONS:**

**Resolution #224-2024;** Approve claim vouchers for the month of February.

**Resolution #225-2024;** Approve Warrants as listed:

#39	02/29/2023	GUARANTEES-FEB24
#41	02/29/2023	GEN FUND #2- FEB'24
#42	03/15/2024	GEN FUND #1-MAR'24
#43	03/15/2024	GEN FUND-WARRANT-MAR'24

**Resolution #226-2024;** Approve Budget Transfer Schedule #5, Reference #5, dated March 2024.

**Resolution #227-2024;** Approve departmental reports.

**Resolution #228-2024;** Approve public notice concerning unpaid taxes for the year 2023-2024 to be published in the E.H. Star.

- Resolution #229-2024;** Concerning erroneous real estate taxes paid and refund in the amount of \$10,878.48 due to 16 Pudding Hill Lane Trust to representatives Matthews, Kirst, Cooley and Choron, PLLC (re: SCTM# 301-8-13-12.1).
- Resolution #230-2024;** Approve the return of the Dominy Rock to the Obron Farber Family.
- Resolution #231-2024;** Approve 2024 Ten-Year Agreement between the East Hampton Union Free School District and the Village of East Hampton for the placement of three (3) Village Police Officers as School Resource Officers (SRO) within the School District, to be reviewed on an annual basis.
- Resolution #232-2024;** Adopt a negative SEQRA declaration, re: Main Beach sanitary system upgrade to an Innovative & Alternative On-Site Wastewater Treatment System as per Resolution #16 of 2022.
- Resolution #233-2024;** Approve \$5,931 quote from Advantage Sport & Fitness Inc. for gym equipment for 1 Cedar St.
- Resolution #234-2024;** Approve \$42,535.80 quote for the purchase of five (5) APX8000 Mobile Radios and one (1) charger from Motorola Solutions (NYS OGS Contract PT 68722) for the Emergency Services Unit (*per Mar. 12<sup>th</sup>, 2024 memo from Acting Chief J. Erickson*).
- Resolution #235-2024;** Approve \$3,000 quote for the Franzone Fire Training Center project for a new training prop.
- Resolution #236-2024;** Approve \$486,250.41 quote for paving improvements by Rosemar Contracting Inc. for the Following roads this spring (per paving agreement with Suffolk County Water Authority: (*per Mar. 1<sup>st</sup>, 2024 memo from D. Collins*).
- |               |              |
|---------------|--------------|
| Hither Lane   | \$158,943.80 |
| Dauids Lane   | \$192,200.96 |
| Cross Highway | \$135,105.65 |
- Resolution #237-2024;** Approve \$38,813.85 proposal by South Fork Asphalt (SFA) for permanent pavement patches at various locations and 1 ½ " overlay near 8 Pond View Lane (*as per Feb. 9<sup>th</sup>, 2024 memo from D. Collins*)
- Resolution #238-2024;** Approve agreement with James E. Olivo for financial consultant services, at an hourly rate of \$125.00 with a maximum of \$15,000 per year.
- Resolution #239-2024;** Approve \$29,000 quote from Landscape Details for Lawn Maintenance at Home Sweet Home Museum.
- Resolution #240-2024;** Approve Change Order #4 for fence repairs from LandTek in the amount of \$1,145.
- Resolution #241-2024;** Approve extension of Buckleys Flower Farm current contract for one (1) year with no change to contract terms for seasonal hanging flower basket plants supply and planting (*per Mar. 6<sup>th</sup>, 2024 memo from D. Collins*)
- Resolution #242-2024;** Deem surplus one (1) Global Concord Executive Chair, EHV ID#2457 (broken and beyond repair and of no value) (*per Mar. 5<sup>th</sup>, 2024 memo from Acting Chief Erickson*).
- Resolution #243-2024;** Approve employment of 2024 pre-season Beach Staff: Jason Brunner, Justin Zorbo, Glen Baietti and Edward Budd at \$20.00 hourly, and Diane O'Donnell at \$30.00 hourly, effective April 1<sup>st</sup>, 2024 (*per Mar. 1<sup>st</sup>, 2024 memo from D. Smith*)

- Resolution #244-2024;** Approve enrollment for two (2) police officers to attend the 38<sup>th</sup> Annual Police Security Expo 2024, to be held on June 24-27, 2024 at the Atlantic City, NJ Convention Center at a cost of approximately \$991.26 plus the cost of reasonable meals and travel expenses. Training budget A312046 *(as per March 5<sup>th</sup>, 2024 memo from Acting Chief J. Erickson)*.
- Resolution #245-2024;** Approve employment of Christopher Pitts as a part-time traffic control specialist for recall assignments, effective March 16<sup>th</sup>, 2024, at an hourly rate of \$18.00 *(per Mar. 5<sup>th</sup>, 2024 memo from Acting Chief Erickson)*
- Resolution #246-2024;** Approve the employment of Nicholas Lavelle as a part-time police officer at the rate of \$30.00 per hour, effective April 1<sup>st</sup>, 2024 upon his graduation from the Suffolk County Police Academy on March 21<sup>st</sup>, 2024 *(per Mar. 7<sup>th</sup>, 2024 memo from Acting Chief Erickson)*
- Resolution #247-2024;** Approve new Fire Department Members Christian Londono (Hose Co. No. 3) and John Grisch, Stephen Long, Eugene De Pasquale and Jordan Renos (Fire Police Co. No. 6) *(per Mar. 5<sup>th</sup> and Mar. 10<sup>th</sup>, 2024 memos from Chief Forrester)*.
- Resolution #248-2024;** Approve appointment of Gerard Turza - Fire and EMS Administrator, as a member of the Town of East Hampton Public Safety Committee.
- Resolution #249-2024;** Approve the Department of Emergency Medical Service (EMS) Rules and Regulations dated March 8<sup>th</sup>, 2024.
- Resolution #250-2024;** Approve appointment of Wesley Robinson to the Planning Board for a five (5) year term (March 15<sup>th</sup>, 2024 – March 15<sup>th</sup>, 2029), term to expire on March 15<sup>th</sup>, 2029.
- Resolution #251-2024;** Approve re-appointment of Philip O’Connell as the village representative to the East Hampton Town CPF Advisory Committee for a seven (7) year term *(per Feb, 21<sup>st</sup>, 2024 letter from the Mayor)*.
- Resolution #252-2024;** Notice to bidders for two (2) year Dutch Elm Disease Treatment Program, with the bid opening to be held April 2<sup>nd</sup>, 2024 at 2:00 p.m.
- Resolution #253-2024;** Notice to Bidders for the lease of Sea Spray Cottage #1 with the bid specs available on March 15<sup>th</sup>, 2024 and the bid opening to be held April 2<sup>nd</sup>, 2024 at 2:00 pm at Village Hall.
- Resolution #254-2024;** Notice for public hearing to be held on April 19<sup>th</sup> 2024, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #10-2024, a proposed local law amending § 278-7 Board of Appeals; variances; special permits; fees.
- Resolution #255-2024;** Notice for public hearing to be held on April 19<sup>th</sup> 2024, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #11-2024, a proposed local law amending Ch. 256. Art. IV. Partial Exemption for Members of Voluntary Fire Department and Voluntary Ambulance Service, §256-7 Exemption granted; amount; eligibility; §256-8. Life Extension of exemption; §256-9, Application for exemption; and adding §256-9-a Effective date.
- Resolution #256-2024;** Notice for public hearing to be held on April 19<sup>th</sup> 2024, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #12-2024, a proposed local law amending Ch. 267-5 (C)(4) Beach Parking Permits. Monthly parking permits shall be issued rather than half-season parking permits.

- Resolution #257-2024;** Notice for public hearing to be held on April 19<sup>th</sup> 2024, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #13-2024, a proposed local law amending Ch. 176 Historic Areas, Preservation of.
- Resolution #258-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #1-2024, a proposed local law amending Ch. 18. Code of Ethics; section 18-2 Definitions (Municipal Officer or Employee)
- Resolution #259-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #2-2024, a proposed local law amending Ch. 77. Beaches; Article I. Beach Regulations; §77-4 (Prohibited conduct), §77-5 (Vehicles on the beach), §77-6 (Operating a vehicle while under the influence), §77-12 (Temporary closure), §77-14 (Locker permits).
- Resolution #260-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #3-2024, a proposed local law amending Ch. 267 Vehicles and Traffic; Article I. General Regulations; section 267-5 (Beach Parking), section 267-7 (Parking time limited in designated locations).
- Resolution #261-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #4-2024, a proposed local law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks).
- Resolution #262-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #5-2024, a proposed local law amending Ch. 163. Freshwater Wetlands.
- Resolution #263-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #6-2024, a proposed local law amending Ch. 225. Property Maintenance and Nuisance Abatement; section 225-2 (Exterior Maintenance).
- Resolution #264-2024;** Adopt LOCAL LAW NO. \_\_\_\_\_ of 2024 Introductory #8-2024, a proposed local law amending. Ch. 219 Police, Article II Constables, §219-16 Waiver of qualification requirements.
- Resolution #265-2024;** Approve Tracy Hillman dismissal from the Volunteer Department of Emergency Medical Service (EMS), effective February 13<sup>th</sup>, 2024 (*per Mar. 13<sup>th</sup>, 2024 memo from Chief M.Mott*).
- Resolution #266-2024;** Accept Matthew F. O'Connor's resignation as a Public Safety Dispatcher I, effective April 30<sup>th</sup>, 2024 (*per Mar. 7<sup>th</sup>, 2024 memo from Acting Chief J. Erickson*).
- Resolution #267-2024;** Approve designation of polling place, hours, and providing for election inspectors for June 18<sup>th</sup>, 2024 election.
- EXECUTIVE SESSION:** Legal / Personnel / Real Estate



## VILLAGE OF EAST HAMPTON

*Office of the*  
**ADMINISTRATOR**

March 12<sup>th</sup>, 2024

Honorable Mayor and Members of the Board of Trustees,

I am writing to recommend the disposal of a fire truck (the former **9-1-3, 1997 Spartan Pumper**) from our department through a donation to a small volunteer fire department in **Eminence, Missouri** as an alternative to selling the fire truck for scrap as was originally planned.

This recommendation comes in light of recent catastrophic losses suffered by this department due to a devastating fire, leaving them in dire need of apparatus and facilities. On March 5<sup>th</sup> at 5:30 am the **Eminence Area Volunteer Fire Department** lost seven (7) fire trucks and all its equipment in a fire. The fire even destroyed a fire truck used after the 9/11 attacks in New York City.

These firefighters have lost everything.

By donating this fire truck, the Village of East Hampton is not only providing essential equipment to a community that needs it – quickly - but also is extending support and solidarity to fellow first responders facing adversity. After the 9/11 attacks on Lower Manhattan, the world saw fire departments like the **Eminence Area Volunteer Fire Department** contribute their personnel and apparatus when we were in need. I think it's entirely appropriate today for a New York State Fire Department to be among the first fire departments across the nation to return the favor and provide them the support they need.

I urge the Board to consider this recommendation from our Fire and EMS Administrator Gerry Turza. Our original decision to dispose of this fire truck would only yield \$7,000 at auction, and better use of this valuable asset's life can be realized in Eminence, Missouri.

Thank you for your attention to this matter.

Sincerely,

Marcos Baladron

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A proposed local law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks)."

### INTRODUCTORY NO. 4 -2024 LOCAL LAW NO. \_\_ - 2024

A Local Law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks)."

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Board of Trustees seeks to update certain provisions in the zoning code to provide for greater clarity in applying the zoning regulations, revise the setback requirements on flag lots, and to permit recreation rooms within detached garages. As development projects become more elaborate and unique in design, the Village Board of Trustees finds that revisions to the definition of Coverage are required to provide for more clarity in the code to ensure the calculation is properly applied and that the proper amount of green space is provided on residential and non-residential properties. The current setback requirements for Flag Lots requires property owners to select a random property line as being designated a front yard whereas the purpose of a front yard setback requirement is to create a uniform appearance of buildings along streets. Since buildings on a flag lot do not directly abut a street, the Board of Trustees seeks to change the code to eliminate the front yard setback requirement. The Board of Trustees seeks to amend certain provisions of the Zoning Code to permit recreation rooms within detached garage buildings. Village residents have sought to allow spaces within detached garages to be used for recreational rooms and home office spaces, which demand has increased since the Covid-19 pandemic. These proposed code provisions will permit the use of some finished space within garages for said uses, while still maintaining the building's primary use as a garage for the storage of vehicles and home items, and imposes certain restrictions to ensure the finished spaces are not habitable and contain no sleeping quarters. The

SECTION II. Chapter 278 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 278-1. Definitions; nonconforming buildings.

A. Definitions. For the purpose of this chapter, certain words and terms shall have the following meanings:

COVERAGE – ~~On~~ **On** all residential ~~districts~~ **properties**, that percentage of lot area covered by the ground floor area of all buildings **and roofed structures** sited thereon, together with all other structures. ~~On~~ **On** all other ~~districts~~ **properties**, that percentage of lot area covered by the ground floor of all buildings sited thereon, together with all other structures, including pavements and impermeable surfaces except for walkways located on the property which are available and open to the public and which connect public areas. **Buildings and roofed structures shall be measured to the furthest extent of the roof as projected downward to the ground, except that cornices, eaves, and gutters projecting not more than 24 inches from the exterior walls shall be excluded,**

LOT LINE, FRONT – A street right-of-way line at the front of a lot, ~~except that in the case of a flag-shaped lot, the front lot line shall be any one of the internal lines designated by the owner, which designation, once made, shall be permanent.~~ No lot shall have less than 20 feet on a public road or street, and at no point shall said lot be less than 20 feet in width.

YARD, SIDE – The area of any lot with a building which lies between the nearest portion of the building and the side lot line of the lot, extending through from the front yard, or from the front lot line where no front yard exists, to the rear yard or to the rear lot line where no rear yard exists. **Flat lots have side yards abutting each lot line.**

§ 278-3

D. Accessory building and structure design requirements.

**(1) The maximum gross floor area of all accessory buildings on a lot shall not exceed 2% of the lot area plus 200 square feet.**

~~(1) (2) No accessory building shall contain more than one room on any level or story or, except for a garage or an accessory building permitted pursuant to §278-2B(7)(d), §278-2B(7)(e) and (3) and (4) below, exceed 250 square feet in gross floor area.~~

**(3) No accessory building shall exceed 250 square feet of gross floor area except for a garage or an accessory building permitted pursuant to §278-2B(7)(d) and §278-2B(7)(e).**

~~(2) (4) Pool house design requirements:~~

~~(a) A pool house or any portion of an accessory structure dedicated to such use shall not exceed 250 square feet of gross floor area.~~

~~(b) (a) Interior plumbing fixtures shall be limited to a sink plus one powder room.~~

~~(c) (b) Pool houses shall not contain indoor showers, nor shall any pool house contain cooking or sleeping facilities.~~

(d) All plumbing fixtures shall drain to a sanitary system in an approved conforming location.

~~(e) Pool houses shall not be insulated and/or heated, nor shall any pool house contain cooking or sleeping facilities.~~

~~(4) (3) Detached garage design requirements:~~

**(a) No habitable space, toilet, shower or bathtub shall be permitted inside a garage on any level.**

**(b) No plumbing of any kind shall be permitted on the second floor over a garage.**

**(c) A garage shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.**

~~(3) (4) Detached garage containing a pool house or recreation room design requirements:~~

A ground-level pool house and a recreation room may be attached to an existing or proposed garage or located within a preexisting accessory structure in excess of 250 square feet of gross floor area when the following criteria are met:

(a) ~~The preexisting accessory structure or the garage~~ **building shall** conform with the required setbacks of §278-3A(5)(c) and those of Chapter 101, Coastal Erosion Areas; Chapter 124, Preservation of Dunes; and Chapter 163, Freshwater Wetlands.

**(b) A pool house shall be located at ground level of the building and comply with the requirements of §278-3. D. 4.**

**(c) A recreation room shall be located on the second story of the building.**

**(d) Interior plumbing associated with a recreation room shall be limited to a sink plus one powder room.**

**(e) A recreation room shall not contain indoor showers, nor shall any recreation room contain cooking or sleeping facilities.**

~~(b) There is no proposed enlargement of the preexisting accessory structure, unless the preexisting accessory structure is used solely as a garage with or without storage areas.~~

~~(e)~~ **(f) The portion of the structure garage to be utilized as a pool house or recreation room is restricted to said use and there shall be no internal passages into the garage portion of building.**

~~(d)~~ **(g) The remaining portion of the preexisting accessory building is used as a garage portion of the building shall be restricted to use as defined in §278-1. or storage area and conforms with the building and fire codes. and shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.**

~~(e)~~ **(h) The property owner shall file a declaration of compliance Covenants and Restrictions with this subsection and shall authorize an annual inspection by the Code Enforcement Officer on 24 hours' notice.**

~~(4) Garage design requirements:~~

~~(a) No habitable space, toilet, shower or bathtub shall be permitted inside a garage on any level.~~

~~(b) No plumbing of any kind shall be permitted on the second floor over a garage.~~

~~(c) A garage shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.~~

~~(5) No pedestrian walkway, as defined in this chapter, shall be located within 10 feet of a swimming pool, nor shall it be designed or intended to be used as a patio, deck or similar accessory structure.~~

~~(6) No accessory building or accessory structure shall exceed 14 feet in height, except a garage, which shall not exceed the following height limitations or the height limitations under §278-3B(2), whichever is less.~~

~~(a) On lots of less than 10,000 square feet, a garage shall not exceed 16 feet in height.~~

~~(b) On lots greater than 10,000 square feet, but not more than 20,000 square feet, a garage shall not exceed 18 feet in height.~~



(c) On lots of more than 20,000 square feet, a garage shall not exceed 20 feet in height.

~~(7) The maximum gross floor area of all accessory buildings on a lot shall not exceed 2% of the lot area plus 200 square feet.~~

278-3 A.

(8) ~~Freshwater wetland~~ **Wetland** setbacks. Except for docks, none of the following structures or activities shall be located within the following distances of the landward edge of any ~~freshwater wetland~~ (See Chapter 163 of this Code for additional requirements):

Structure or Activity	Distance (feet)
Building	150
Septic or Discharge System	200
Clearing of land, landscaping or Fertilization	125

**SECTION III. SEVERABILITY.**

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

**SECTION IV. EFFECTIVE DATE.**

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Local Law amending the Code of the Village of East Hampton, § 267-8 (Vehicles & Traffic; One-way streets and driveways) to designate LaForest Lane as a one-way street-south."

**INTRODUCTORY NO. 7 -2024**  
**LOCAL LAW NO. \_\_ - 2024**

A Local Law amending § 267-8 (Vehicles & Traffic; One-way streets and driveways)

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Chapter 267 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 267-8. One-way streets and driveways.

A. One-way streets and driveways designated.

**(11) LaForest Lane is hereby designated as a one-way street, and no person shall operate a motor or motorcycle or any other vehicle upon said LaForest Lane except in the direction south.**

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 15<sup>th</sup> day of March 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Ch. 219 Police, Article II Constables, § 219-16 (Waiver of qualification requirements)."

**INTRODUCTORY NO. 8 - 2024**  
**LOCAL LAW NO. \_\_ - 2024**

A Local Law amending Section 219-16 (Waiver of qualification requirements).

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. To consider prospective amendments to section 219-16 to broaden the pool of qualified Constables.

SECTION II. Chapter 219 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 219-16. Waiver of any medical, psychological and physical qualification requirements.

**Constables are required to meet all training requirements set forth in New York State Criminal Procedure Law § 2.30. Where applicable and authorized. Any qualifying medical, psychological and physical** ~~Qualifying~~ evaluations may be waived for candidates with current or prior status in a peace or police officer title who are in possession of current New York State MPTC certification as a peace or police officer within the following guidelines:

A. Pursuant to § 2.30 of Criminal Procedure Law:

- (1) Separated for less than two years after having served for less than two consecutive years as a peace officer in New York State; or
- (2) Separated for less than four years after having served as a peace officer in New York State for more than two consecutive years; or

B. Pursuant to § 209-q1(b) of General Municipal Law:

- (1) Separated for less than two years after having served for less than two consecutive years as a police officer in New York State; or
- (2) Separated for less than four years after having served as a police officer in New York State for more than two consecutive years; or
- (3) Up to 10 years after separation with an approved police officer refresher course.

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: March 4, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 15<sup>th</sup> day of March at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to Introductory #9-2024, a proposed "Local Law amending Village of East Hampton Code Chapter 231, adding Single Use Plastics (restrictions on providing eating utensils, condiment packets, napkins and extra eating containers".

### **INTRODUCTORY NO. 09-2024 LOCAL LAW NO. \_\_ - 2024**

A Local Law amending Village of East Hampton Code Chapter 231, Single Use Plastics (restrictions on providing eating utensils, condiment packets, napkins and extra eating containers.

WHEREAS it is in the public interest to create and maintain a comprehensive code of local laws, ordinances, and other regulations by and for the Village of East Hampton, and

WHEREAS from time to time there is the need to amend the Village of East Hampton Code to provide clarifications, amendment, and additions thereto, and

NOW be it enacted by the Town Board of the Village of East Hampton as follows:

#### SECTION I. LEGISLATIVE PURPOSE AND INTENT

The protection of the local environment and natural resources is of great importance to the Village of East Hampton. Disposable plastic utensils, straws, napkins and packaging and the like, also known as, single-use accessories for food service are frequently provided to customers that do not require them, resulting in unnecessary waste that is costly for local government to manage and an unnecessary cost to food service operators. In addition, a great many of these single-use accessories are not recyclable. Thus, it is in the interest of the health, safety and welfare of those who live, work and do business the Village of East Hampton that the amount of litter on the public streets, parks, and in other public places be reduced and the amount of single-use accessory waste reduced.

#### SECTION II. AUTHORITY

This local law is authorized pursuant to New York State Village Law Section 4-413(1)(a) and/or New York State Municipal Home Rule Law Section 10(1)(i).

#### SECTION II. DEFINITIONS

For purposes of this section:

- a. Single-Use. The term "Single-Use" means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- b. Accessory. The term Single-Use "Accessory" for food means all types of single-use items provided alongside Prepared Food served in single-use plates, containers, or cups, including but not limited to Utensils, tongs, chopsticks, napkins, condiment cups and packages, straws, stirrers, splash sticks, cocktail sticks, and toothpicks, cup lids, cup sleeves, cup trays, and food trays designed for a single-use for Prepared Foods.
- c. Utensil. The term "Utensil" includes forks, spoons, knives, sporks, chopsticks, or other instruments used to serve food or to eat food.

- d. Condiment packet. The term “Condiment Packet” means an individual single-service container, sealed by the manufacturer, containing a sauce or other substance used to enhance the flavor of food, which may include, but need not be limited to, mustard, ketchup, mayonnaise, soy sauce, hot sauce or salad dressing.
- e. Eating container. The term “Eating Container” means a tool, receptacle or vessel used for holding food or beverage, including but not limited to, a plate, bowl, cup, or lid.
- f. Napkin. The term “Napkin” means a piece of cloth or paper used to wipe a person’s hands or face or protect garments while eating.
- g. Extra eating container. The term “Extra Eating Container” means an empty eating container that is not used to hold a customer’s food or beverage.
- h. Prepared Food. The term “Prepared Food” means food or beverages, which are serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, poured, or otherwise prepared (collectively “prepared”) for individual customers or consumers. Prepared Food does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.
- i. Food service establishment. The term “Food Service Establishment” means any establishment or vendor located within the Village of East Hampton which sells Prepared Food to be consumed on or off its premises.
- j. Take-away. The term “take-away” means food or beverage provided by a Food Service Establishment to be taken away or taken off the premises and consumed off the premises of such food service establishment.
- k. “Online Food Ordering Platform” means the digital technology provided on a website or mobile application through which a consumer can place an order for pick-up or delivery of Prepared Food. Such platforms include those operated directly by a Food Service Establishment, by companies that provide delivery of Prepared Food to consumers, and by online food ordering systems that connect consumers to Food Service Establishments directly.
- l. Third-party courier service. The term “Third-party Courier Service” means a service that: (i) facilitates the same-day delivery or same-day pickup of food, beverages, or other goods from a Food Service Establishment on behalf of such Food Service Establishment or a third-party food delivery service; (ii) is owned and operated by a person other than the person who owns such Food Service Establishment, and (iii) is not a third-party food delivery service.
- m. Third-party food delivery service. The term “Third-party Food Delivery Service” means any website, mobile application or other internet service that: (i) offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from, a Food Service Establishment; and (ii) that is owned and operated by a person other than the person who owns such Food Service Establishment.

#### SECTION IV. CUSTOMER OPT-IN FOR ACCESSORIES AND CONDIMENTS

- (a) No Food Service Establishment shall provide eating utensils, condiment packets, napkins, or extra eating containers to a take-away customer, whether directly to such customer or through a Third-Party Courier Service or Third-Party Food Delivery Service, unless such customer requests eating utensils, condiment packets, napkins, or extra eating containers. A Food Service Establishment maintaining a self-service station at which such items are offered shall not be a violation of this subdivision.
- (b) Third-party Food Delivery Services shall provide options to allow a customer to request eating utensils, condiment packets, napkins, and extra eating containers upon submission of an order, if such items are offered by the food service establishment fulfilling such order. Such options shall be prominently and conspicuously provided for all methods of ordering, including but not limited to phone, internet, or mobile phone application orders. The default selected option shall be that no eating utensils, condiment packets, napkins, or extra eating containers are requested.
- (c) No Third-party Courier Service or Third-party Food Delivery Service shall provide eating utensils, condiment packets, napkins, or extra eating containers to a customer, unless such eating utensils, condiment packets, napkins, or extra eating containers are requested by such customer, or such eating utensils, condiment packets, napkins or extra eating containers are in the food or beverage packaged by the food service establishment for delivery when such third-party courier service or third-party food delivery service picks up such food or beverage.
- (d) If a Food Service Establishment fills an order placed through a Third-Party Food Delivery Service, such Food Service Establishment may rely on the information provided by such Third-Party Food Delivery Service regarding whether the customer has requested eating utensils, condiment, packets, napkins, or extra eating containers. In any proceeding to collect a civil penalty pursuant to section 5 below, it shall be a complete defense for a Food Service Establishment to show that it relied on the information provided to it by the Third-Party Food Delivery Service regarding the customer's choice. A copy or screenshot of a communication by the Third-Party Food Delivery Service to the Food Service Establishment regarding the customer's choice shall constitute prima facie evidence that the Food Service Establishment relied on the information provided to it by the Third-Party Food Delivery Service.
- (e) Exception for delivery and take away orders. For delivery orders and take away orders, Food Service Establishments may choose to include specific accessories, such as cup lids, spill plugs and trays in order to prevent spills and deliver food and beverages safely.

#### SECTION V. ENFORCEMENT

- (a) The Village Building Department shall have the authority to enforce the provisions of this section.
- (b) Any Food Service Establishment, Third-Party Food Delivery Service, or Third-Party Courier Service that violates this section or any rule promulgated pursuant thereto shall first be issued a warning Notice of Non-Compliance and shall be given 60 days to correct the violation. Thereafter, the Building Inspector may issue a Notice of Violation and the violator may be liable for a civil penalty. Such penalties shall be in the amount of \$50 for the first violation, \$150 for the second violation committed on a different day within a period of 12 months, and \$250 for the third and each subsequent violation committed on different days within a period of 12 months, except the Building Department shall not issue a notice of violation, but shall issue a warning and provide information on the provisions of this section, for any violation that occurs before September 1, 2024.
- (c) No Food Service Establishment shall be liable for the failure of an Online Food Ordering Platform to comply with Section 4.

SECTION VI. EFFECTIVE DATE

A. Effective Date

(1) This Local Law shall take effect 180 days after it becomes law.

Dated: March 4, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk



RESOLUTION # 227 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES



BUILDING DEPARTMENT/CODE ENFORCEMENT

To: Mayor Larsen and The Village Board of Trustees

From: Tom Preiato, Principal Building Inspector *tp*

CC: Marcos Baladron, Village Administrator

Chief Erickson, EHVPD

Date: March 01, 2024

Re: Monthly Report for FEBRUARY 2024

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Building Permits Issued (incl. 3 additional work):	12
Demolition Permits:	1
Coastal Erosion Hazard Area Permit:	0
Limited Work Permit (septic):	1
SWPPP (storm water runoff mitigation):	0
Inspections Performed:	101
Certificate of Occupancies/ Compliance:	6
Updated Certificate of Occupancies:	8
Notice of Violations:	12
Stop Work Orders:	1
Sign Permits:	1

**TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES**  
**FROM: CAPTAIN JEFFREY J. ERICKSON, ACTING CHIEF OF POLICE**  
**SUBJECT: DISPATCH ACTIVITY REPORT**

**DISPATCH ACTIVITY REPORT FOR FEBRUARY 2024**

- 65 Calls Dispatched for East Hampton Fire Department
  - East Hampton Village – 31*
  - Water District – 21*
  - NW Protection District -22*
  - Mutual Aid - 1*
- 65 Calls Dispatched for East Hampton Village EMS
  - East Hampton Village – 22*
  - Water District – 27*
  - NW Protection District - 14*
  - Mutual Aid - 2*
- 60 Calls Dispatched for East Hampton Village First Responder
  - East Hampton Village – 21*
  - Water District – 25*
  - NW Protection District - 14*
  - Mutual Aid – 0*
- 792 Calls Dispatched for East Hampton Village Police Department
- 224 Calls Dispatched for East Hampton Town Police Department
- 357 Calls Dispatched for Sag Harbor Village Police Department
- 27 Calls Dispatched for Amagansett Fire Department
- 26 Calls Dispatched for Amagansett Ambulance
- 23 Calls Dispatched for Montauk Fire Department
- 29 Calls Dispatched for Montauk Ambulance
- 31 Calls Dispatched for Sag Harbor Fire Department
- 38 Calls Dispatched for Sag Harbor Ambulance
- 17 Calls Dispatched for Springs Fire Department
- 32 Calls Dispatched for Springs Ambulance
- 0 Calls Dispatched for Town Haz-Mat Team
- 0 Calls Dispatched for Ocean Rescue Team
- 26 Miscellaneous FD Events \*
  - East Hampton – 14*
  - Amagansett – 1*
  - Montauk – 5*
  - Sag Harbor – 4*
  - Springs – 2*
- 24 Miscellaneous EMS Events \*
  - East Hampton – 8*
  - Amagansett – 3*
  - Montauk - 3*
  - Sag Harbor – 6*
  - Springs - 4*
- 534 911 Calls Received
- 2,136 7-Digit Telephone Calls Received / Placed
- 143 Walk-In Complaints / Information

*\*Miscellaneous Events: Units in and out of service;  
General Fire/EMS Info; Alarms cancelled before  
dispatched; Test Calls*

**PERSONNEL:**

**Overtime:**

Shift Coverage (Codes 653-672): 47.5 Eight-Hour Shift/s  
Training Hours (Code 615-616): 0 Eight-Hour Shift/s

**Time Off:**

Holidays, Personal, Union Days, Vacation, Sick Time, Compensatory Time (Codes 624-651):  
108 Eight-Hour Shift/s

Respectfully submitted,  
*Captain Jeffrey J. Erickson*  
Acting Chief of Police

**TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES**  
**FROM: CAPTAIN JEFFREY J. ERICKSON, ACTING CHIEF OF POLICE**  
**SUBJECT: POLICE ACTIVITY REPORT**

**UNIFORM DIVISION ACTIVITY REPORT FOR FEBRUARY 2024**

*(Codes 030 -693)*

16 Aided Cases  
47 Alarms Answered by the Patrols  
11 Arrests Made by the Department  
*( [ 2 ] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)*  
16 Assists to Disabled Motorists  
Beach Patrol – 0 hours  
Building Check – 58 hours  
0 Child Safety Seat Inspections  
Door Checks – 58 hours  
1 Doors Found Open by the Patrols  
2 Escorts  
0 Fingerprinting  
Foot Patrol – 0 hours  
21 Motor Vehicle Accidents  
244 Traffic Summonses Issued  
*(50 Speeding Summonses Issued)*  
0 Village Code Summonses Issued  
*(0 Animal on Beach Summonses Issued)*  
*(0 Sign Summonses Issued)*  
120 Village Parking Summonses Issued

**Complaints Investigated:**

Cases Received: 6  
Cases Closed: 13

**Paperwork Received from Court:**

Arrest Warrant: 1  
Bench Warrant: 0  
Criminal Summons: 0  
Seal Orders: 0  
Supporting Deposition Requests: 0

**MONTHLY GASOLINE USEAGE**

*February Gasoline Totals not available at time report submitted.*

**PERSONNEL**

**Total Hours of Overtime Worked:**

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181)*: 12 Eight-Hour Shifts  
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190)*: 2.5 Eight-Hour Shifts  
Grants - STOP-DWI, Speed, Seatbelt *(Codes 185 - 187)*: 0 Eight-Hour Shifts

**Total Hours of Time Taken Off:**

Holidays, Personal, PBA Days, Vacation, Injured on Duty, Sick Time, DE Days, Compensatory Time, XDO, Funeral Days *(Codes 202 - 401)*: 108.5 Eight-Hour Shifts

Respectfully submitted,  
***Captain Jeffrey J. Erickson***  
*Acting Chief of Police*

86 Main Street  
East Hampton, New York 11937-2730

**JERRY LARSEN**, Mayor



Phone 631.324.4150  
Fax 631.324.4189  
www.easthamptonvillage.org

## VILLAGE OF EAST HAMPTON

Office of

Village Administrator

RESOLUTION # 229-2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

### RESOLUTION

WHEREAS 16 PUDDING HILL LANE TRUST, 21 MORRIS LANE, SCARSDALE, NY 10583 owner of parcel known as SCTM# 301-08-13-012.1 (16 PUDDING HILL LANE) has received a Certiorari from the Supreme Court of the State of New York, County of Suffolk.

WHEREAS such Certiorari settlement has resulted in the erroneous Real Estate Taxes being paid on said parcel as follows:

2021/2022 Assessment reduced from 49,300 to 31,900 making a \$5,467.08 to be refunded at the tax rate of \$31.42/100 of assessed value.

2022/2023 Assessment reduced from 49,300 to 31,900 making a total of \$5,411.40 to be refunded at the tax rate of \$31.10/100 of assessed value.

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Incorporated Village of East Hampton hereby authorizes and directs the Village Administrator, Marcos Baladrón, to refund the total amount of \$10,878.48 for the tax years 2021/2022 and 2022/2023 to Matthews, Kirst, Cooley and Choron, PLLC.

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Jerry Larsen  
Mayor

Adopted: March 15, 2024

## Marcos Baladrón

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**From:** Obron Farber <obronf@gmail.com>  
**Sent:** Friday, March 8, 2024 4:49 PM  
**To:** Marcos Baladrón  
**Subject:** EXTERNALStone slab

RESOLUTION # 230 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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To Whom It May Concern,

I write on behalf of my family regarding the stone slab currently in front of the Dominy Museum, on the street side of the sidewalk, in the grass. The Farber Family is honored to have donated many historic items to each of the Village Museums, and it gives us joy to see these gifts displayed for the public.

So it is with some hesitation and awkward feeling, to now request arrangements for return of a slab of stone we were asked to donate to the Dominy Museum. When Richard Barons, former director of the EH Historical Society, walked our home and property to help select antiques for the museums, he noted that the stone slab would serve well as the entry step to the museum shops, which were in process of completion back in 2018.

We have no record of how the stone slab originally arrived at the Farbers' Main Street house. It had rested on footings which made it a bench, outside our mother's kitchen. We all have wonderful memories of hanging out on the bench, watching beyond the Little Old School House & Town House Museums toward the action on Main Street. My adult daughter, in particular, feels an emotional bond with that slab of stone as she spent much time sitting on it, with her grandma, over many seasons of childhood.

Since the stone is not being used as originally intended, and importantly, it does seem superfluous to the museum shops, we would like to move it to our family property in the village. Of all the significant antiques we've happily donated to the historical society, that simple stone created sentimental emotions, and we'd like to bring it home.

We would arrange to have it removed and at the same time, we would have the hole filled in such a way as to restore the earth and grass mound to a safe completion. I watched as the Village removed the stone from my mom's house, and I appreciate that it was no minor maneuver. I think we know someone who can do this job, but we did not yet approach him until we have permission from the Village to proceed with our idea.

Thank you very much for your consideration.

Sincerely,  
Obron Farber

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MAR 15 2024

Memorandum of UnderstandingVILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

## 1. Parties:

This Memorandum of Understanding (the "MOU" or "Agreement") is entered into by and between the East Hampton Union Free School District ("School District") and the Village of East Hampton ("Village") for the placement of three (3) Village police officers as School Resource Officers ("SRO") within the School District.

## 2. Authorities:

Education Law §2801-a requires schools to define the roles and responsibilities of school personnel, security personnel, and law enforcement officers that are deployed in schools.

## 3. Purpose:

The Village and School District, in order to ensure a successful SRO program will build a positive relationship between law enforcement, students, and school employees. The goal of the SRO program is to promote a safe school environment, reduce crime, and provide a law enforcement resource to school administrators, teachers and students. The purpose of this MOU is to provide clarity and understanding regarding the roles and responsibilities of SROs as well as to set forth the terms, conditions and costs related to the provision of SROs by the Village.

## 4. Roles and Responsibilities of SROs, School Administrators and School Staff in Student Misbehavior:

SROs, as overseen by the Village Police Department, shall maintain a collaborative working relationship with School District personnel and administration designed to ensure that SROs are adequately trained, including being trained to de-escalate potentially violent situations. Non-criminal disciplinary matters shall remain the province and responsibility of the School District, and SROs shall not be involved in such matters, as follows:

- In accordance with state law, SROs agree and acknowledge that his/her role and responsibilities under this MOU are limited to school security and law enforcement, and that the role of school discipline is delegated to and shall be the sole province of the School District's school administration.
- SROs shall not serve as a school disciplinarian or as an enforcer of the School Districts code of conduct, and SROs shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The principal or his/her designee shall be responsible for student code of conduct violations and routine disciplinary violations. SROs shall be responsible for investigating and responding to criminal misconduct. SROs shall read and understand the student code of conduct. The SRO shall understand and abide by School District policies applicable to school personnel, students, visitors, law enforcement, and the public.
- For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), SROs may act to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of SROs when they have a reasonable fear for their safety or the safety of students or other personnel.

5. **Roles and Responsibilities of SROs:**

- **Perform duties and responsibilities of a duly sworn Village police officer.**
- **Forge and maintain effective relationships with students, faculty, staff and administration.**
- **Assist school leaders in planning and execution of school safety drills including fire, lockdown, lockout and reunification.**
- **Understand the School District's Code of Conduct and assist school personnel in observing/reporting infractions.**
- **Plan and assist with emergency response for various circumstances.**
- **Assist school officials with matters requiring the involvement of law enforcement officers.**
- **Observe and evaluate potential threats to the safety of the student body.**
- **Serve as a visible deterrent to illegal or dangerous activity.**
- **Handle requests for services on school grounds and, as required to complete or fulfill SRO responsibilities, follow-up on reports generated at school and engage with parents and/or the community as needed.**
- **Conduct safety and security assessments.**
- **Assist in the development of emergency management and incident response systems including mitigation/prevention, preparedness, and response measures.**
- **Integrate appropriate security equipment/technology.**
- **Respond to unauthorized persons on school property.**
- **Serve as a member of School District's Threat Assessment Team.**
- **Serve as a member of School District's Safety Committee.**
- **Communicate regularly with school security personnel.**
- **Build relationships with counselors, parole officers, and family court to help connect youth with needed services.**
- **Develop and expand crime prevention efforts for students, and offer workshops, lessons, and assemblies as appropriate.**
- **Partner with organizations, school faculty, and advocates to develop and expand community justice initiatives for students.**
- **The Village shall make a good faith effort to place two SROs at the school for every school day when students are present (based on the School District calendar).**
- **With pre-approval from the Superintendent and the Village Police Chief, SROs will work select evenings during the year (at overtime cost as per the PBA contract to be paid by the School District) for evening events such as parent-teacher conferences, concerts, plays, and International Night.**
- **There will be a substitute SRO when the primary SRO is on leave time approved by the Village or on professional or mandated training.**
- **The Village reserves the right not to provide an SRO due to lack of shift coverage or staffing requirements, or due to an event or situation which requires the officer(s) to report to duty in the Village. The school shall document when the SRO is not in attendance.**

**6. SRO selection:**

The SRO positions will be filled according to the Village Police Department's selection process. The School District shall have input into the selection process to the extent practicable. The placement of SROs into schools will be done after consultation and in collaboration with the School District. The Village Police Department, in its discretion, will make the final selection of any SROs assigned.

**7. SRO supervision:**

The Chief of the Village Police Department will have sole supervisory responsibility and authority over the day-to-day operation and administrative control of SROs assigned to the School District.

**8. Community Engagement:**

The parties involved in the SRO program will continually work on building and expanding existing community partnerships that help support the mission of safe schools. These community partnerships will provide resources that can help students get necessary support.

**9. Information Sharing:**

It is the understanding of both the School District and the Village that confidentiality and a student's right to privacy are of the utmost importance in the administration of these services. Therefore, student records shall be kept confidential in accordance with all applicable laws and professional standards.

**10. Tracking SRO activities with data:**

To help monitor progress toward achieving safe schools, SROs will collect and provide data related to school safety.

**11. Fees/Expenses:**

The first SRO will be paid in accordance with the provisions of the East Hampton Village Police Contract by the Village and on the normal Village Payroll schedule. For the second and third SRO, the Village will invoice the School District for the PBA contractual daily rate-of-pay for the SRO assigned, times the number of days worked at the school, as well as for benefits, including but not limited to retirement and health insurance, and any overtime costs incurred. The School District will be invoiced on an annual basis on or about July 15 of every year. At the time of invoicing, the School District will be provided with a cost breakdown to account for all costs associated with the second and third SROs' service. Payment will be due annually pursuant to the Village's invoice within thirty days of its issuance.

**12. Indemnification**

The Village and the School District each hereby agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the other party, its board members, officials, administrators, employees, agents, successors and assigns, in their individual and official capacities, against any and all claims, demands, suits, liabilities, judgments, losses and expenses, for and against any injury, damage or loss, including personal injury, death or property damage, caused by, or attributable to, the indemnifying party's breach of any of the material terms or conditions of this Agreement, or any negligent or intentional act or omission of or by the indemnifying party or its personnel, except to the extent caused by, or attributable to, the breach, negligence or intentional act or



omission of, or by, the indemnified party or its personnel. This indemnity shall survive the termination of this agreement.

13. Term, Annual Review and Revision:

The Term of this Agreement shall be ten (10) years.

The Village and the School District shall review the terms of this Agreement (other than the durational term of ten (10) years) on an annual basis.

This Agreement can be amended only in writing, executed by the authorized parties.

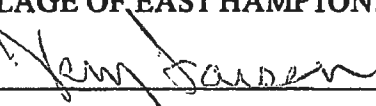
EAST HAMPTON UNION FREE SCHOOL DISTRICT:

By:  \_\_\_\_\_

PRESIDENT, EAST HAMPTON UNION FREE SCHOOL DISTRICT

Date: 3-5-2024

VILLAGE OF EAST HAMPTON:

By:  \_\_\_\_\_

MAYOR, VILLAGE OF EAST HAMPTON

Date: 2/29/2024

**Short Environmental Assessment Form**  
**Part 1 - Project Information**

RESOLUTION #232-2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES


**Instructions for Completing**

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Main Beach - Sanitary System Improvement			
Project Location (describe, and attach a location map): 104 Ocean Avenue, East Hampton, NY 11937			
Brief Description of Proposed Action: Proposed Improvement of Existing Sanitary System currently serving the building at the above mentioned address. The proposed improvements include removing the existing Septic Tanks			
Name of Applicant or Sponsor: Village of East Hampton		Telephone: 631-324-4150	
		E-Mail:	
Address: 88 Main Street			
City/PO: East Hampton		State: NY	Zip Code: 11937
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Suffolk County Department of Health Services - Approval to Construct		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 1.35 acres	
b. Total acreage to be physically disturbed?		_____ 0.3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 1.35 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

<b>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</b> <input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
<b>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</b> Least Tern, Piping Plover	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16. Is the project site located in the 100-year flood plan?</b>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17. Will the proposed action create storm water discharge, either from point or non-point sources?</b> If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</b> If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</b> If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</b> If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor/name: <u>MARCOS BALADRON</u> Date: <u>2/15/22</u> Signature: <u></u> Title: <u>VILLAGE ADMINISTRATOR</u>		

Project:	Main Beach Pavilion Septic Upgrade
Date:	March 5, 2024

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: **Main Beach Pavilion**

Date: **March 5, 2024**

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project proposes to replace the existing conventional septic systems associated with the bathroom use at the Main Beach Pavilion, a public bathing beach, with Innovative/Alternative treatment units. The project is not expected to cause any moderate or large impacts on the environment. The project is expected to have environmental benefits by actively treating wastewater generated by users of the public beach by reducing nitrogen and phosphorus loading into groundwater and into Hook Pond.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Village of East Hampton Board of Trustees	_____
Name of Lead Agency	Date
Jerry Larsen	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

MAR 15 2024



VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**Quote**  
Q.000029539

<b>Corporate Office:</b>		<b>Quote Provided by:</b>	
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: 607-597-2628	<b>Robert Anspach</b> raanspach@advantagefitness.com Phone: 516-220-6664	<b>Quote Date:</b>	2/19/2024
		<b>Valid Until:</b>	3/20/2024
		<b>Quote Amount:</b>	\$5,931.00

<b>This quote was produced for:</b>	
<b>Ship To:</b> Inc. Village of East Hampton 1 Cedar Street East Hampton, NY 11937  <b>Marcos Baladron</b> Phone: 631-324-4150 Email: mbaladron@easthamptonvillage.org	<b>Bill To :</b> Inc. Village of East Hampton 86 Main Street East Hampton, NY 11937  <b>Marcos Baladron</b> Phone: 631-324-4150 Email: mbaladron@easthamptonvillage.org

QTY	Product Number	Product Description	MSRP	Delivered Price/Unit	Extended Price
		Inc. Village of East Hampton			
		Leg Press			
1	PRE-DPL601-BP-BLK	Precor BP/BLK Discovery Angled Leg Press	\$6,590.00	\$5,931.00	\$5,931.00
		NYS CONTRACT: Group #30204; Contract #PC67848SB			
		NYS Vendor #1000008036, Federal ID #161316405			
		State Contract Pricing Includes Freight, Delivery & Installation			

NOTE: Quote valid until: 3/20/2024  
Estimated Delivery Date: 6-8 weeks from receipt of order confirmation

**Total Discount:** (\$659.00)

<b>Payment Terms:</b>
As per Approved Purchase Order

<b>Total Including Freight and Delivery:</b>	\$5,931.00
<b>Inbound Freight:</b>	Included
<b>Delivery &amp; Installation:</b>	Included
<b>Est. Tax:</b>	\$0.00
<b>TOTAL AMOUNT:</b>	\$5,931.00

Customer Acceptance of Quote	Quote #: Q.000029539	Grand Total: \$5,931.00
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>



**ADVANTAGE SPORT & FITNESS, INC.**  
**STANDARD TERMS & CONDITIONS**  
www.advantagefitness.com/terms

**ACCEPTANCE** - Buyer accepts these terms and conditions by paying any portion of the sales price.

**ENTIRE AGREEMENT**- This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at dealing at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

**PRICE PROTECTION**- Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

**DELIVERY OF EQUIPMENT** All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address. Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

**TERMS** - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

**DELAY IN PERFORMANCE** - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

**INSPECTION**- Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

**CLEARED AREA/DEBRIS** Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport and Fitness, Inc will not deliver into an area undergoing construction, e.g. "hard-hat" area.

**INSTALLATION AREA** - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

**MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS** - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

**PERMITS** - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

**TAXES** - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

**ADDITIONAL CHARGES** - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

**NEW EQUIPMENT PURCHASES** - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment. Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

**Buyer's Remedy** - Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES** - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment.

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claim or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

**Waiver of Warranty** - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

**Buyer's Remedy** - Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**As Available** We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock, the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

**Certified Pre-Owned Means** - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

**"AS IS" EQUIPMENT PURCHASES** - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

**GOVERNING LAW** - New York law shall govern any dispute between the parties pertaining to this document or the equipment.

**JURISDICTION** Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

**ADVANTAGE SPORT & FITNESS, INC. DAMAGES** - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

**CANCELLATIONS** - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

**SUBROGATION CLAUSE** - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

**ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS** - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

**THIRD PARTY CONTRACTORS** - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.





Office of General Services  
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contractor Information Summary

Updated: September 08, 2022

<b>Group 30204 – Athletic Equipment (Statewide)</b>			
<b>Award Number:</b>	<u>23073</u>	<b>Contract Period</b>	<i>September 1, 2017 - August 31, 2024</i>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS	
PC67848 SB	<p><b>Advantage Sport &amp; Fitness, Inc.</b></p> <p>2255 North Triphammer Road Ithaca, NY 14850</p> <p>Federal ID#: 161316405 NYS Vendor ID#: 1000008036</p>	<p>Phone: 607-257-2107 x17 Toll: 800-308-4382 x17</p> <p>Website: <a href="http://www.advantagefitness.com">www.advantagefitness.com</a> (No Online Web-based Ordering System)</p> <p><b>Additional Discount Information:</b> No Additional Discount for Purchases Made with NYS Procurement Card No Prompt Payment Discount No Minimum Order No Volume Discounts</p>	<p><u>Contact Information / Reseller Listing</u></p> <p><u>Pricing Information</u></p> <p><u>Category / Categories Offered</u></p> <p><i>Accepts Procurement Card for orders up to \$10,000.00</i></p>
PC67849 SB	<p><b>Andrew Venditti DBA Syracuse Fitness Store</b></p> <p>2922 Erie Boulevard E. Syracuse, NY 13224</p> <p>Federal ID#: 161555460 NYS Vendor ID #: 1000008361</p>	<p>Phone: 315-446-4136</p> <p>Website: <a href="http://www.syracusefitness.com">www.syracusefitness.com</a> (No Online Web-based Ordering System)</p> <p><b>Additional Discount Information:</b> <b>For Each Purchase Order:</b> Discount for Ordering Agency Pick-up: 1% Over \$20,000.00 To \$39,999.99 2% Over \$40,000.00</p> <p>No Additional Discount for Purchases Made with NYS Procurement Card No Prompt Payment Discount No Minimum Order No Volume Discounts</p>	<p><u>Contact Information / Reseller Listing</u></p> <p><u>Pricing Information</u></p> <p><u>Category / Categories Offered</u></p> <p><i>Accepts Procurement Card for orders up to \$50,000.00</i></p>
PC67850	<p><b>BSN Sports, LLC</b></p> <p>P.O. Box 7726 Dallas, TX 75209</p> <p>Federal ID#: 222795073 NYS Vendor ID#: 1000030466</p>	<p>Phone: 800-445-9446 ext. 92151 Toll: 800-445-9446 ext. 92151</p> <p>Website: <a href="http://www.bsnsports.com">www.bsnsports.com</a> (Offers an Online Web-based Ordering System)</p> <p><b>Additional Discount Information:</b> No Additional Discount for Purchases Made with NYS Procurement Card No Prompt Payment Discount No Minimum Order No Volume Discounts</p>	<p><u>Contact Information / Reseller Listing</u></p> <p><u>Pricing Information</u></p> <p><u>Category / Categories Offered</u></p> <p><i>Accepts Procurement Card for orders up to \$50,000.00</i></p>



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# Contractor Information Summary

Updated: September 08, 2022

<b>Group 30204 – Athletic Equipment (Statewide)</b>		
<b>Award Number:</b>	<u>23073</u>	<b>Contract Period</b> <i>September 1, 2017 - August 31, 2024</i>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68954	<p><b>Life Fitness, LLC*</b></p> <p>10601 Belmont Avenue Franklin Park, IL 60131</p> <p>Federal ID#: 841741454 NYS Vendor ID#: 1100241869</p> <p>Contract Start: October 16, 2020</p>	<p>Phone: 954-301-0932 Toll Free: 800-735-3867</p> <p>Website; <a href="http://www.life fitness.com">www.life fitness.com</a> <u>(No Online Web-Based Ordering System)</u></p> <p><b>Additional Discount Information:</b> No Additional Discount for Purchases Made with NYS Procurement Card No Prompt Payment Discount No Minimum Order No Volume Discounts</p> <p><u>Contact Information / Reseller Listing</u></p> <p><u>Pricing Information</u></p> <p><u>Category / Categories Offered</u></p> <p><i>Accepts Procurement Card for orders up to \$50,000.00</i></p>
<p>*Life Fitness, LLC is a disregarded entity of LUMOS Holdings U.S. Acquisition Co. LUMOS Holdings U.S. Acquisition Co. Employer Identification Number is 841741454. The Parent/Owner’s Employer Identification Number is used for payment purposes under the Contract. Life Fitness, LLC is the entity who holds Contract PC68954, and is fully responsible for the performance of duties under Contract PC68954. As stated above, it is the Parent/Owner’s Employer Identification number that is used for payment purposes under the Contract.</p>		
PC69586 SB	<p><b>Nickerson NY LLC</b></p> <p>11 Moffitt Blvd. Bay Shore, NY 11706</p> <p>Federal ID#: 060905538 NYS Vendor ID#: 1000005344</p>	<p>Phone: 631-666-0200 x230 Toll: 800-520-4885</p> <p>Website: <a href="http://www.nickersoncorp.com">www.nickersoncorp.com</a> <u>(No Online Web-based Ordering System)</u></p> <p><b>Additional Discount Information:</b> <b>For Each Purchase Order:</b> Offers Volume Discounts: \$500.00 - \$1,000.00 - 16% \$1,000.01 - \$2,500.00 - 17% \$2,500.01 - \$5,000.00 - 18% \$5,000.01 and above - 20%</p> <p>No Prompt Payment Discount</p> <p><u>Contact Information / Reseller Listing</u></p> <p><u>Pricing Information</u></p> <p><u>Category / Categories Offered</u></p> <p><i>Does Not Accept Procurement Card for orders (Min Order \$500.00)</i></p>



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



RESOLUTION # 234 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

SUBJECT: **Radio Equipment Purchase**

DATE: March 12, 2024

FROM: Captain Jeffrey J. Erickson, Acting Chief of Police

TO: Marcos Baladron, Village Administrator

A handwritten signature in black ink, appearing to be "Jeffrey Erickson", written over the "FROM:" line of the memo.

---

I respectfully request permission from the Board of Trustees to purchase five (5) APX8000 Mobile Radios and one (1) Charger from Motorola Solutions (NYS OGS Contract PT68722) for \$42,535.80. This equipment is for our Emergency Services Unit and would be taken out of Accounts A302020 and A312021.

cc: Mayor Gerard Larsen

**Billing Address:**  
 EAST HAMPTON POLICE,  
 VILLAGE OF  
 1 CEDAR ST  
 EAST HAMPTON, NY 11937  
 US

Quote Date:03/01/2024  
 Expiration Date:04/30/2024  
 Quote Created By:  
 Andrew Hintze  
 andrew.hintze@goiwt.com  
  
 End Customer:  
 EAST HAMPTON POLICE, VILLAGE OF  
 JP Foster  
  
 Contract: 21562 - NEW YORK OGS,  
 STATE OF-PT 68722

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	5	\$7,108.00	\$5,331.00	\$26,655.00
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$425.25	\$2,126.25
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$247.50	\$1,237.50
1c	QA00580AA	ADD: TDMA OPERATION	5	\$495.00	\$371.25	\$1,856.25
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	5	\$121.00	\$121.00	\$605.00
1e	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	5	\$814.00	\$610.50	\$3,052.50
1f	H38BS	ADD: SMARTZONE OPERATION	5	\$1,650.00	\$1,237.50	\$6,187.50
1g	Q629AH	ENH: AES ENCRYPTION AND ADP	5	\$523.00	\$392.25	\$1,961.25
1h	QA07680AA	ADD: MULTI SYSTEM OTAR	5	\$165.00	\$123.75	\$618.75
1i	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00	\$0.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	2	\$142.00	\$85.20	\$170.40



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,420.00	\$979.80	\$979.80
4	Incentive	Expiration Date: 05/24/2024	1	-\$2,914.40	-\$2,914.40	-\$2,914.40
<b>Grand Total</b>				<b>\$42,535.80(USD)</b>		

**Notes:**

- IAW NYS OGS Contract PT68722. Inc add disc for Trunking System Subscribers.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

# LARRY FRANZONE FIRE TRAINING CENTER, INC.

51 INDUSTRIAL ROAD  
PO BOX 1465  
WAINSCOTT, NY 11975  
631-537-5681

RESOLUTION # 235- 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

March 16, 2023

Dear Commissioners and Chiefs;

As we have been discussing for the last few months, the Training Center Board has decided to move forward with a project to construct a new training prop at the facility.

This project will entail constructing a steel "exoskeleton" around the classroom. This will enable us to build a wooden, single story second floor prop over the classroom, which will consist of a stairway that leads to a landing and walkway from which there will be access to two rooms. This can be used to simulate apartments or hotel rooms. These rooms will be joined and have changeable floor plans similar to the existing house prop. There will be rear stairways for each room with different stairway configurations. The structure will have a flat roof with parapet walls on two sides. There will be a party wall between the rooms at the roof line allowing one roof to be flat and the other slightly pitched. A new smoke machine will be installed and the rooms will be piped in similar fashion to the existing house prop. In addition, several minor props, such as anchor points for bailout training, forcible entry and ventilation will be built into the structure.

We have contacted a local engineer who graciously evaluated the project and provided us with a steel plan. We have received prices for the steel work in the range of @ \$33,000.00. We have estimated that the cost of materials at this time is in the order of @\$20,000.00. The labor will be donated by various members of our departments, as has been done in the past.

In order to help us defray the cost of this project, we are asking each member organization to contribute a one-time payment of \$3,000.00. We understand that this unplanned expenditure may not fit well with your established budgets and are willing to work with your Boards to help ensure that we can fund this project collectively.

As this is the first major project that we have undertaken at the Center in almost 20 years, we feel that it will provide all of our members a wide array of new and unique training opportunities.

Please feel free to contact your Training Center representatives or myself with any questions that you may have. As always, thank you for your assistance and support in helping us provide great opportunities for our responders.

Respectfully,

Gerard Turza Jr.  
Chairman

631-204-7121

[GTurza557@gmail.com](mailto:GTurza557@gmail.com)



**Inc. Village of  
East Hampton DPW**

**Memorandum**

To: Marcos  
From: David Collins  
Date: 03/01/24  
Re: Paving quotes



RESOLUTION # 236 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

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Marcos,

I respectfully request the Board of Trustees approve the quotes received from Rosemar Contracting Inc. for paving the following roads this spring.

Hither Ln	\$158,943.80
Davids Ln	\$192,200.96
Cross Hwy	\$135,105.65
	\$486,250.41

We have received funding for this project through a paving agreement with SCWA.



SUBMITTED TO: Village of East Hampton

DATE: March 6, 2023

ATTENTION: Dave

DESCRIPTION		AMOUNT
<b>Milling Pricing is Off the SCDPW MHC093019 Contract            Must be a Minimum of 4,000 sq yds</b>		
<b>SCWA Roads</b>		
<b>Hither Ln</b>		
26F	490.1 Production Cold Milling of Bituminou: 9100 sy @ \$	6.25 \$56,875.00
26D	403.13 Type 6 Top asphalt - T/O East Ham: 1070 tons @ \$	91.00 \$97,370.00
26E	407.01C Diluted Tack Coat 450 gal @ \$	2.50 \$1,125.00
	Asphalt Adjustment February 2023 1070 tons @ \$	3.34 \$3,573.80
		<b>\$158,943.80</b>
<del><b>Middle Lane</b></del>		
<del>26F</del>	<del>490.1 Production Cold Milling of Bituminou: 9700 sy @ \$</del>	<del>6.25 \$60,625.00</del>
<del>26D</del>	<del>403.13 Type 6 Top asphalt - T/O East Ham: 1140 tons @ \$</del>	<del>91.00 \$103,740.00</del>
<del>26E</del>	<del>407.01C Diluted Tack Coat 500 gal @ \$</del>	<del>2.50 \$1,250.00</del>
	<del>Asphalt Adjustment February 2023 1140 tons @ \$</del>	<del>3.34 \$3,807.60</del>
		<del><b>\$169,422.60</b></del>
<b> Davids Ln</b>		
26F	490.1 Production Cold Milling of Bituminou: 11000 sy @ \$	6.25 \$68,750.00
26D	403.13 Type 6 Top asphalt - T/O East Ham: 1294 tons @ \$	91.00 \$117,754.00
26E	407.01C Diluted Tack Coat 550 gal @ \$	2.50 \$1,375.00
	Asphalt Adjustment February 2023 1294 tons @ \$	3.34 \$4,321.96
		<b>\$192,200.96</b>
<del><b>Pleasant Ln</b></del>		
<del>26F</del>	<del>490.1 Production Cold Milling of Bituminou: 2450 sy @ \$</del>	<del>6.25 \$15,312.50</del>
<del>26D</del>	<del>403.13 Type 6 Top asphalt - T/O East Ham: 290 tons @ \$</del>	<del>91.00 \$26,390.00</del>
<del>26E</del>	<del>407.01C Diluted Tack Coat 125 gal @ \$</del>	<del>2.50 \$312.50</del>
	<del>Asphalt Adjustment February 2023 290 tons @ \$</del>	<del>3.34 \$968.60</del>
		<del><b>\$42,983.60</b></del>
<b>Cross Highway</b>		
26F	490.1 Production Cold Milling of Bituminou: 7725 sy @ \$	6.25 \$48,281.25
26D	403.13 Type 6 Top asphalt - T/O East Ham: 910 tons @ \$	91.00 \$82,810.00
26E	407.01C Diluted Tack Coat 390 gal @ \$	2.50 \$975.00
	Asphalt Adjustment February 2023 910 tons @ \$	3.34 \$3,039.40
		<b>\$135,105.65</b>

**Inc. Village of  
East Hampton DPW**

**Memorandum**

To: Board of Trustees

From: David Collins

Date: 02/09/2024

Re: Accept Quote

RESOLUTION # 237 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of Trustees accept the attached three quotes totaling \$38,813.85 from South Fork Asphalt for permanent pavement patch's various locations and 1 ½" overlay near 8 Pond View Ln.

Overlay is eligible for New York State DOT POP reimbursement (Pave our Potholes).

Pricing passed on East Hampton Town contract for asphalt placed <250 tons.





# Proposal

**VILLAGE OF EAST HAMPTON**  
**86 MAIN STREET**  
**EAST HAMPTON, NEW YORK 11937**

**Sales:** Perry DeLalio  
**Various I-2024**  
 Various East Hampton, New York 11937

**Est ID:** EST4373305  
**Date:** Feb-07-2024

**Email:** dcollins@easthamptonvillage.org  
**Phone:** (631) 324-0641

If a \$0.00 appears next to a line item, that item is included in the pricing for the overall project.

**\*\*As per low bid Town of East Hampton #20-2 Permanent Pavement Patch with extension.**

<b>Dominy House</b>			<b>\$14,577.50</b>
2450 Sq Ft.	Asphalt	Full depth patch.	\$5.95 \$14577.50
<b>North Main</b>			<b>\$4,165.00</b>
700 Sq Ft	Asphalt	Full depth patch.	\$5.95 \$4165.00
<b>Methodist</b>			<b>\$1,338.75</b>
225 Sq Ft.	Asphalt	Full depth patch.	\$5.95 \$1338.75
<b>The Circle</b>			<b>\$8,330.00</b>
700 Sq Ft.	Asphalt	Full depth patch at #46.	\$5.95 \$4165.00
700 Sq. Ft.	Asphalt	Full depth patch at #52.	\$5.95 \$4165.00
<b>Fithian</b>			<b>\$1,071.00</b>
180 Sq Ft.	Asphalt	Full depth patch at #20.	\$5.95 \$1071.00





MAR 15 2024

THIS AGREEMENT is made as of March 25, 2024 between the Village of East Hampton (Village) with offices at 86 Main Street East Hampton, NY 10937 and the Board of Trustees of the Village of East Hampton and its Trustees and James L. Olivo, residing at 115 Cameron Avenue, N. Merrick N.Y. 11566 (the "Consultant").

In consideration of the promises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. **SCOPE OF WORK**

The specific scope of the project and Financial consulting tasks will be defined by the Village Administrator or the Board of Trustees.

2. **TERM**

The consulting services shall commence on April 1, 2024 and shall terminate upon written notice of termination by either party.

3. **CONSIDERATION AND PAYMENT**

As consideration for Consultant's consulting services, the Trustees shall pay Consultant \$125.00 per hour. The Trustees shall also reimburse Consultant for reasonable and documented travel time and expenses incurred in performing the consulting services at 50% of the agreed hourly rate for actual travel time and actual expenses incurred, if any.

4. **DIRECTION**

Consultant shall report to and be directly accountable to and shall receive direction from the Administrator, Mayor or their designee(s), including staff..

5. **APPLICABLE LAW**

Any controversy or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York. Any litigation under this Agreement, if commenced by Consultant, shall be brought in a court of competent jurisdiction in the State of New York.

6. **ASSIGNMENT**

This Agreement is for personal services and may not be transferred or assigned.



**7. CONFIDENTIAL MATTERS**

Consultant shall keep in strictest confidence all information relating to this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of the Company, Consultant shall not publish, communicate, divulge, disclose, or use any of such information which has been designated as the Company-proprietary or which from the surrounding circumstances in good conscience ought to be treated as the Company-proprietary. Upon request, Consultant shall deliver all records, data, information, and other documents and all copies thereof to the Company, and such shall remain the property of the Company.

**8. CONFLICT OF INTEREST**

Consultant hereby warrants that there is no conflict of interest between Consultant's full-time or other employment, if any, and other consulting Agreements, if any, with the consulting activities to be performed hereunder, and Consultant shall advise the Company if a conflict of interest arises in the future.

**9. GENERAL RELATIONSHIP**

In all matters relating to this Agreement, Consultant shall be acting as an independent contractor. Neither Consultant nor employees of Consultant, if any, are employees of the Trustees, or of the Village of East Hampton the meaning or application of any federal or state unemployment or insurance laws or workers' compensation laws, or otherwise. Consultant shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Consultant, if any, in the performance of this Agreement. Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Company, and Consultant shall have no authority to represent itself as an agent, employee, or in any other capacity of the Company.

**10. INDEPENDENT AGREEMENTS AND EMPLOYEES OF CONSULTANT**

Consultant shall not utilize any entities, persons, or employees on the work to be performed hereunder unless said entities, persons, or employees have executed an Agreement with the Village.

**11. INVENTIONS, PATENTS, TRADEMARKS, AND COPYRIGHTS**

Consultant hereby assigns to the Company the entire right, title, and interest for the entire world in and to all work performed, reports, writings, formulas, designs, models, made, conceived, or reduced to practice or authorized by Consultant or Consultant's employees, either solely or jointly with others, during the performance on this Agreement, or the use of information, materials, or facilities of the Company during the period in which Consultant is retained by the Village, under this Agreement or any extensions or renewals.

**12. NOTICES**

Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served personally or when sent by first class U.S. certified or registered mail return receipt requested or by a nationally recognized overnight service, addressed to the parties at the addresses set forth in this Agreement.

**13. REPORTS**

Consultant, when directed, shall provide written reports with respect to the services rendered hereunder.

**14. SAFETY AND SECURITY REGULATIONS**

Consultant shall comply with all applicable the Company security regulations. If Consultant renders services at the Trustee's facility, Consultant shall not remove any proprietary information therefrom. Consultant shall comply with all applicable safety regulations.

**15. STRICT LOYALTY**

Consultant shall avoid all circumstances and actions that would place the Consultant in a position of divided loyalty with respect to the obligations undertaken under this Agreement.

**17. TERMINATION**

The Village reserve the right to cancel this Agreement upon notice. If this Agreement is so terminated, Village shall be liable only for the payment of services performed and approved expenses incurred prior to the effective date of termination.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed the day and first year above written.

**Board of Trustees, Village of East Hampton**

By: \_\_\_\_\_  
Mayor

**Consultant**

By: \_\_\_\_\_  
Senior Consultant

**JAMES OLIVO**  
**GOVERNMENT FINANCE CONSULTANT**  
**RETIRED AUDITOR – VILLAGE OF GARDEN CITY**

Jim is a Past President of the New York GFOA and continues to serve on several of the Association's Committees, as well as frequently presenting seminar topics for the Association.

He has been President of the Long Island Village Clerks and Treasurers Association, President of the New York State Society of Municipal Finance Officers and has served on numerous advisory committees for the State Comptroller's Office and New York Conference of Mayors in addition to the Nassau Citizens Budget Committee.

Retired after a 38 year career with the Village of Garden City, which began in 1977, Jim held the position of Village Auditor from 1982 until July 2015. Jim has also served as an adjunct instructor in accounting at Molloy College in Rockville Centre NY.

A graduate from Hofstra University, Jim holds a Bachelors of Business Administration with an Accounting major and a Masters of Business Administration with a Management major.



103 Montauk Highway | East Hampton, NY 11937  
631.329.3000 www.landscape-details.com

RESOLUTION # 239-2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**HOME SWEET HOME MUSEUM**  
**14 JAMES LANE**  
**EAST HAMPTON, NEW YORK**  
**11937**

**Sales:** Marc Weinstein  
**Home Sweet Home Museum (14) - Maint**  
14 James Lane East Hampton, New York 11937

**Est ID:** EST2024252 2024

**Date:** Feb-06-2023

<b>CONTRACT SERVICES</b>	<b>Billing Type</b>	<b>Season Price</b>
<b>A1) Weekly Mowing</b>	<b>Per Season</b>	<b>\$4,340.00</b>

Includes: Mowing of all lawn areas, blowing off walkways, driveways and patios, string trimming of all bed edges. Includes debris removal. Twenty-eight cuts for the season, \$155.00 per visit.

<b>A2) Spring Cleanup and Edging</b>	<b>Per Season</b>	<b>\$2,690.00</b>
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Includes: Clean-up and removal of leaves and debris throughout the property at the start of the growing season. All bed, walkway, patio, and driveway edges will be spade edged. Grasses will be cut back. Includes debris removal.

<b>A3) Weed Control and Mulch</b>	<b>Per Season</b>	<b>\$2,890.00</b>
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Application of pre-emergent, granular weed control in early spring for all planting beds to help prevent undesirable weed germination prior to mulching. Mulch will then be installed in all planting beds in Spring. \*If additional mulch is needed mid-season, it will be billed at the Fine Detail Gardening Rate plus the cost of the materials.

<b>A4) Hedge and Shrub Shearing</b>	<b>Per Season</b>	<b>\$1,680.00</b>
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Shearing all hedged and other shaped shrubs and landscape trees throughout property. Privet and Ilex will be done twice per season using mechanical methods. Boxwood will be done once per season using hand shears. Includes debris removal. One visit per season, \$1,680.00 each.

Landscape Details  
103 Montauk Highway  
East Hampton, New York  
11937

P.631-329-3000

<http://www.landscape-details.com/>  
MWeinstein@landscape-details.com

**CONTRACT SERVICES****Billing Type****Season Price****A5) Fall Cleanup****Per Season****\$2,310.00**

Clean-up and removal of leaves and debris throughout property at the end of the growing season. Hydrangeas will be deadheaded and perennials will be cut back. Includes debris removal.

\*If multiple clean-ups are requested or are needed due to weather factors they will be billed at the Fine Detailed Gardening Rate.

**A6) Fine Detailed Gardening****Per Season****\$9,660.00**

Items such as raking driveway and walks, deadheading flowers, weeding beds and driveway, light pruning of landscape trees and shrubs, lawn areas will be edge along bedlines and masonry.

Fine Detailed Gardening Hours - 150 hrs @ \$61.00

Debris removal for the season - 6 yds @ \$85.00

Please Note:

The amount of time spent on your property will vary each month depending on the time of year and the weather conditions. Each month we will include a record of hours spent and description of work. Debris removal is \$85/yd.

**B2) IPM Lawn Care Program (Integrated Pest Management)****Per Season****\$2,675.00**

This program is designed to provide complete coverage for your lawns health. Eighteen (18) applications are included to protect and remedy against common weed germination, surface and sub-surface insects, soil borne or foliar based disease and fungal issues. Please note that more than one application can be completed per visit. The NY State DEC allows for applications to be made from April 1 to October 31.

**C1) IPM Plant Healthcare (Integrated Pest Management)****Per Season****\$840.00**

A NYS certified applicator will inspect and perform all necessary preventative cultural and biological treatments for insects, pests, diseases and disorders. This program is designed to provide coverage for the health of your trees and shrubs. Twelve (12) applications are included to protect and remedy any insect outbreaks, soil borne or foliar based disease or fungal issues. Please note that more than one application can be completed per visit. The coverage is the entire season, from March to November.

**C2) Root Zone Fertilization (Spring & Summer)****Per Season****\$840.00**

Selected trees and ornamentals will be fertilized to help promote plant health, strong root growth, build up resistance to pests and diseases. Two applications per season, \$420.00 each.

**C3) Early Spring Granular Bed Fertilization****Per Season****\$420.00**

Natural fertilizer will be applied to all landscape planting beds to provide nutrients and beneficial micro-

<b>CONTRACT SERVICES</b>	<b>Billing Type</b>	<b>Season Price</b>
organisms to improve soil composition and promote healthy growth in early spring.		

<b>C4) Tick &amp; Mosquito Control</b>	<b>Per Season</b>	<b>\$2,160.00</b>
--	-------------------	-------------------

Monthly application of insecticide to help suppress ticks and mosquitos throughout the property. Six applications per season, \$360.00 each.

<b>C5) Anti-desiccant Spray</b>	<b>Per Season</b>	<b>TBD</b>
---------------------------------	-------------------	------------

Application on all susceptible plants to reduce transpiration and desiccation caused by harsh winter conditions and salt damage.

<b>D1) Opening of Irrigation System</b>	<b>Per Season</b>	<b>\$100.00</b>
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Note: All repairs and adjustments to system to be billed on a time and materials basis at \$85 per man hour plus materials.

<b>D2) Winterization of Irrigation System</b>	<b>Per Season</b>	<b>\$100.00</b>
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Note: All repairs and adjustments to system to be billed on a time and materials basis at \$85 per man hour plus materials.

<b>Discount 2024</b>	<b>Per Season</b>	<b>(\$1,705.00)</b>
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<b>SubTotal (All Contract Services)</b>	<b>\$29,000.00</b>
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<b>Taxes</b>	<b>\$0.00</b>
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<b>Total (All Contract Services)</b>	<b>\$29,000.00</b>
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#### 2024 Service Proposal

Owner/Client agrees to pay Landscape Details, Inc. \$29,000.00 for services under this contract, payable in 8 monthly payments of \$2,900.00 and deposit. Invoices will be sent to owner/client on or about the first day of each month and payment is due upon receipt of each such invoice.

Any amount over 30 days past due will be charged 2% per month late fee. No work can begin until this contract is signed,

dated and returned with the required deposit. This copy of the maintenance proposal is for your records only. To expedite scheduling, please sign and return last page of proposal as soon as possible.

Landscape Details has revised our pricing practices going forward to reflect cash pricing for all our related services. Normal methods of payments include checks, certified funds, ACH or wire transfer. Credit Cards will be accepted however are now subject to a convenience fee of 4% beginning January 1, 2018. The convenience fee will be included as part of the total transaction amount if utilized.

<b>Estimate authorized by:</b>	_____	<b>Estimate approved by:</b>	_____
	Marc Weinstein		
<b>Signature Date:</b>	02/05/2024	<b>Signature Date:</b>	_____
<b>Email:</b>	MWeinstein@landscapedetails.com		



**“Building Champions from the Ground Up”**

105 Sweeneydale Avenue, Bay Shore, NY 11706  
 Tel (631) 691-2381 • Fax (631) 598-8280  
 www.landtekgroup.com

**Proposed Change Order RESOLUTION # 240 - 2024**

**To:** East Hampton; Village of  
 Village of East Hampton  
 86 Main Street  
 East Hampton, NY 11937  
 Ph: 631-324-4150 Fax: 631-324-4189

**Number:** 04

**MAR 15 2024**

**Date:** 03/11/2024

**VILLAGE OF EAST HAMPTON  
 BOARD OF TRUSTEES**


**Job:** 30-01673 EAST26- HerrickPark Basketball  
 Herrick Park Basketball Courts  
 67 Newtown Lane  
 East Hampton, NY 11937

**Description: Fence Repairs**

Furnish labor and material to perform fence repairs as discussed on-site Monday, 3/4/2024.

Description	Quantity	Unit Price	Price
<b>Town of Huntington - General Requirements Contract ES-2022-04/O-E</b>			
Item #1000 - Additional Materials - Slats & Miscellaneous Materials for Repairs	150.00 ls+10%	\$1.10	\$165.00
Item #1002-01 - Miscellaneous Labor - Laborer	5.00 hr	\$115.00	\$575.00
Item #1002-02 - Miscellaneous Labor - Iron Worker	3.00 hr	\$135.00	\$405.00
		Subtotal:	\$1,145.00
		<b>Total:</b>	<b>\$1,145.00</b>

**Submitted by:** Wayne Hulse  
 LandTek Group, Inc.; The

**Approved by:**   
**Print Name:** Marcos Baladron  
**Date:** 3/11/24



Town of Huntington - General Construction Requirements Contract - ES 2022-04/O-E

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID DOLLARS	EXTENDED BID AMOUNT DOLLARS
1000	Additional Material - Slats & Misc Fencing to repair	1.1	LS + 10%	\$ 150.00	\$ 165.00
1002-01	Miscellaneous Labor - Laborer	5	HR	\$ 115.00	\$ 575.00
1002-02	Miscellaneous Labor - Iron Worker	3	HR	\$ 135.00	\$ 405.00
	<b>SUBTOTAL:</b>				\$ 1,145.00

**Inc. Village of  
East Hampton DPW**

**Memorandum**

To: Marcos Baladron

From: David Collins 

Date: 3/6/24

Re: extend contract

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RESOLUTION # 24 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of Trustees approve extending the current contract listed below for one year with no change to contract terms.

- Buckleys 1 year option for 2024 season hanging flower basket plants supply and planting.

172 Accabonac Road  
East Hampton, NY 11937



631-324-0641 • Fax 631-324-0566  
www.easthamptonvillage.org

**VILLAGE OF EAST HAMPTON**  
**DEPARTMENT OF PUBLIC WORKS**

March 6, 2023

Buckley's Flower Farm  
110 Long Lane  
East Hampton, NY 11937

Re: Contract - Hanging Flower Baskets

With both parties in agreement the hanging basket contract 1 year option will be accepted for the 2024 growing season with no change.

Effective March 15, 2023 for 2024 growing season.

David Collins  
Superintendent of Public Works  
Village of East Hampton

Date

Robert Limonius  
Buckley's Flower Farm

Date 3/11/23



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**RESOLUTION #242-2024**

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**SUBJECT: Surplus Property – Police**  
**DATE: March 5, 2024**  
**FROM: Captain Jeffrey Erickson, Acting Chief of Police**  
**TO: Marcos Baladron, Village Administrator**

A handwritten signature in black ink, likely belonging to Captain Jeffrey Erickson, positioned to the right of the "FROM:" field.

---

I would like to have the following item declared surplus property as it is broken and beyond repair, and have no value.

One (1) Global Concord Executive Chair, EHV ID # 2457

cc: Mayor Larsen

104 Ocean Ave  
East Hampton NY, 11937



www.easthamptonvillage.org

**RESOLUTION # 243- 2024:**

**MAR 15 2024**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

To:

Village Administrator Baladron

86 Main St

East Hampton NY, 11937

March 1<sup>st</sup>, 2024

**RE: PRESEASON STAFF**

I am writing this memo for the Board of Trustees approval for the following names and rates to be approved for preseason beach work as Beach Staff starting April 1<sup>st</sup>, 2024. This staff assists in opening the beach and ensuring the beach department is ready for the season starting in May.

- Diane O'Donnell at \$30.00 an hour
- Jason Brunner at \$20.00 an hour
- Justin Zorbo at \$20.00 an hour
- Glen Baietti at \$20.00 an hour
- Edward Budd at \$20.00 an hour

Respectfully,

*Drew*

Drew Smith

Beach Manager/Chief Lifeguard



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11927  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**RESOLUTION # 244 - 2024**

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**SUBJECT: Overnight Training**

**DATE:** March 5, 2024

**FROM:** Captain Jeffrey J. Erickson, Acting Chief of Police

**TO:** Jerry Larsen, Mayor  
Marcos Baladron, Village Administrator

A handwritten signature in black ink, appearing to be "JE", written over the printed name of the Acting Chief of Police.

---

I respectfully request the Board approve the following training:

Enrollment for two (2) police officers to attend the 38<sup>th</sup> Anniversary Police Security Expo 2024, which is being held June 24 - 27, 2024 at the Atlantic City Convention Center, Atlantic City, New Jersey. There is no cost to attend the Expo and the cost of two hotel rooms is \$991.26 for three nights (\$165.21 per night per room), plus the cost of reasonable meals and travel expenses. These expenses are within my Training Budget (Account # A312046).



# EAST HAMPTON VILLAGE POLICE DEPARTMENT

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson*  
*Acting Chief of Police*



SUBJECT: **Part-Time Traffic Control Employment**

RESOLUTION # 245 - 2024

DATE: March 5, 2024

MAR 15 2024

FROM: Captain Jeffrey Erickson, Acting Chief of Police

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

TO: Marcos Baladron, Village Administrator

---

I respectfully request that the Village Board hire the following individual as Traffic Control Specialist for recall assignments (maximum of 20 hours per week).

<u>Traffic Control Specialist</u>	<u>Hourly Rate</u>	<u>Start Date</u>
Christopher Pitts	\$ 18.00	03/16/2024

cc: Mayor Gerard Larsen  
Payroll



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702  
*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**RESOLUTION # 246 2024**

**MAR 15 2024**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

**SUBJECT: Hiring of Part-Time Police Officer**  
**DATE: March 7, 2024**  
**FROM: Captain Jeffrey Erickson, Acting Chief of Police**  
**TO: Marcos Baladron, Village Administrator**

---

I respectfully request that the Village Board hire the following individual as a Part-Time Police Officer at \$30.00 per hour, upon his graduation from the Suffolk County Police Academy on March 21, 2024. His start date will be April 1, 2024.

Nicholas Lavelle

cc: Mayor Gerard Larsen  
Payroll



# EAST HAMPTON FIRE DEPARTMENT

RESOLUTION # 247 - 2024

*Chief* Duane Forrester  
*1<sup>st</sup> Assistant* Christopher M. Hatch  
*2<sup>nd</sup> Assistant*

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

March 5, 2024

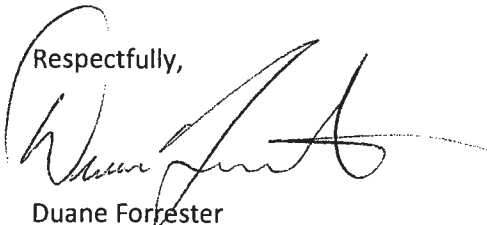
Mayor Jerry Larsen  
Inc. Village of East Hampton  
86 Main St.  
East Hampton, New York 11937

Mayor Larsen and Board of Trustees;

Attached you will find copy of the application for new Fire Department member; Christian Londono for Hose Company 3. I respectfully request that the Board of Trustees accept and approve this member at the March 15, 2024 meeting.

I thank you for your consideration of this matter. Please feel free to contact me with any questions or concerns.

Respectfully,



Duane Forrester  
Chief Engineer  
East Hampton Fire Department

# EAST HAMPTON FIRE DEPARTMENT

*Chief* Duane Forrester  
*1<sup>st</sup> Assistant* Christopher M. Hatch  
*2<sup>nd</sup> Assistant* Rory Knight

March 10, 2024

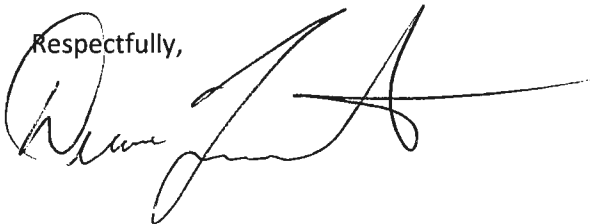
Mayor Jerry Larsen  
Inc. Village of East Hampton  
86 Main St.  
East Hampton, New York 11937

Mayor Larsen and Board of Trustees;

Attached you will find the applications for new Fire Department members; John Grisch, Stephen Long, Eugene De Pasquale and Jordan Renos for Fire Police Company number 6. I respectfully request that the Board of Trustees accept and approve these members at the March 15<sup>th</sup>, 2024 meeting.

I thank you for your consideration of this matter. Please feel free to contact me with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read 'Duane Forrester', with a long horizontal flourish extending to the right.

Duane Forrester  
Chief Engineer  
East Hampton Fire Department

MAR 15 2024  
3/8/24

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

**East Hampton Village Emergency Medical Service Rules and Regulations**

**Purpose and Intent**

- A. The name of this organization shall be the East Hampton Village Emergency Medical Service.
- B. Mission Statement
  - 1. The mission of the East Hampton Village EMS is to provide and maintain a system capable of timely response to the members of our community by delivering quality prehospital emergency medical care.
  - 2. To accomplish our mission the department will:
    - a. Offer education and training necessary to enable personnel to deliver caring and competent prehospital emergency medical care.
    - b. Make available medical equipment and supplies necessary for personnel to deliver caring and competent prehospital emergency medical care.
    - c. Develop and keep updated guidelines and policies which will direct the day-to-day operations of the department, so personnel have an understanding of the expectations required for a safe and cooperative work environment.
- C. Department Created
  - 1. The East Hampton Village has created the Department of Emergency Medical Service (EMS) as a Department of Village government.
  - 2. The Department of Emergency Medical Service (EMS) shall also be known as the East Hampton Village Emergency Medical Service (EMS).
- D. The function of the East Hampton Village EMS shall be to provide a municipal paid and volunteer general ambulance service in the East Hampton Village and in contracted-for areas of the Town of East Hampton.
  - 1. The Department shall be guided by the most current New York State and Suffolk County Department of Health EMS protocols in fulfilling this purpose.

**Direction and Control of the East Hampton Village Emergency Medical System**

- A. The East Hampton Village Board of Trustees shall have operational authority over the Department of EMS.
  - 1. The Chief of the Department of Emergency Medical Service (EMS) shall report to the Board of Trustees or the Board of Trustees' designee.
- B. The proper management of the functions of the Department of EMS shall be subject to the direction and control of the Board of Trustees or the Board of Trustees' designee.

**Direction and Control of the East Hampton Village Emergency Medical System: continued**

- C. Subject to the approval of the Village Board of Trustees, the Chief of the Department of Emergency Medical Service (EMS) shall propose the rules and regulations (the “EMS Department Rules and Regulations”) governing Department of Emergency Medical Service (EMS) matters.
- D. The Village Board of Trustees, as the administrative body, may, by resolution, appoint and employ, non-volunteer, non-voting, paid personnel of the Department of Emergency Medical Service (EMS).
- E. All Department of Emergency Medical Service (EMS) personnel, both volunteer and paid, shall report through the departmental chain of command pursuant to the EMS Department Rules and Regulations.
- F. Notwithstanding anything to the contrary, the Mayor or the Mayor’s designee shall be designated as the first person notified by the Emergency Medical Service (ES) Chief in the following circumstances:
  - 1. A declared state of emergency
  - 2. An active incident requiring immediate notification; or
  - 3. Exigent circumstances that affect the immediate health, safety, and welfare of the general public.
- G. Nothing herein shall limit the powers of any Village officer otherwise provided by New York State.

**Membership**

- A. Effective May 1, 2023, the Village Board of Trustees shall appoint those persons who shall serve as volunteer members of the Department of Emergency Medical Service (EMS) (the “Initial Volunteer Membership”).
- B. Subsequent to the appointment of the Initial Volunteer Membership, the Chief of the Department of Emergency Medical Service (EMS) may recommend other eligible persons as volunteer members, subject to the approval of the Board of Trustees.

**Officers**

- A. The Department of Emergency Medical Service (EMS) shall consist of a Chief, First Assistant Chief, Second Assistant Chief, and Captain.
- B. Effective May 1, 2023, the Village Board of Trustees shall appoint those persons who shall serve as the officers for a twelve-month term beginning May 1, 2023 (the “Initial Officers”).
- C. Subsequent to term of the initial officers, the officers shall be elected annually by the volunteer members of the Department of Emergency Medical Service (EMS), for a calendar-year term of office, subject to the approval of the Village Board of Trustees and pursuant to the EMS Department rules and Regulations.

**Election of Officers**

- A. Beginning in the year 2024, an annual meeting of the membership of the Department of Emergency Medical Service (EMS) shall be held on the first Tuesday in April of each year for the purpose of electing officers for a twelve-month term of office, which term shall commence on May 1 of each year.
  - 1. At such meeting the volunteer members shall elect the officers by ballot from among the volunteer membership.
    - a. The members who shall be eligible to vote in the Department Election shall be members in good standing, active member status, who have completed their probationary period.
  - 2. The Secretary will provide a list of all eligible voters prior to the election.
  - 3. The officer positions will be the Chief, First Assistant Chief, and Second Assistant Chief.
- B. Absentee Ballot
  - 1. Any active member who is unable to attend the May meeting and participate in the election process may apply for an absentee ballot no later than three (3) weeks prior to the date of said meeting in order for it to be counted.
    - a. The option will be announced by the Secretary at the March meeting and it will also be reported in the minutes.
    - b. The Secretary will document the name of the member submitting the absentee ballot and the fact that it was received after the stated time frame.
  - 2. The election as officers of persons so elected shall become effective upon approval thereof by the Village Board of Trustees.
  - 3. Vacancies occurring in any offices shall be filled by a special election, which will be held in the same manner as a regular election.

**Applications for Membership**

- A. Applications shall be completed and signed by the applicant and returned to the Assistant Chief.
  - 1. A meeting will be set up by the Assistant Chief the new applicant and will include the Chief.
  - 2. The purpose of this informative meeting will include the department policies, procedures, requirements and expectations for new members.

**Applications for Membership: continued**

3. New Member Applicant
  - a. Must possess a valid New York State Driver's license.
  - b. Must not have been convicted of a felony.
  - c. Seventeen (17) years of age or older.
  - d. Prospective new members will follow the defined course of instruction and training as stated within the "New Member Guidelines and Procedures."
  - e. A new member can be dismissed from the EHV EMS at any time if they fail to successfully complete their defined responsibilities based upon the timeline required by the Department.

**Membership Classifications**

**A. Membership Classifications**

1. There shall be two classes of membership, being "Active" and "Non-Active," with the subclasses as follows:
  - a. Active Full Member
    1. A member in good standing is one who is of Active Member Status and no longer probationary
      - a. Active full members will:
        1. Maintain a current American Heart Association Health Care Provider CPR certification.
        2. Not on a leave of absence, and meets the requirements for active membership.
      - b. A member is considered an active full member if all the following requirements are met:
        1. 5% of total yearly call volume
        2. 50% of Department training classes
        3. Attendance at five (5) of the 11 monthly business meetings.
  - b. Active Probationary Member
    1. Has completed the application process and requirements.
    2. Will be assigned to a night squad and be responsible for all squad activities and duties required by Department squad policy.
    3. Will participate in training in order to become familiar with the medical equipment and supplies used on the ambulances.
      - a. Complete an American Heart Association First Aid Course.
    4. Maintain a current American Heart Association Health Care Provider CPR certification.

**Membership Classifications: continued**

- b. Active Probationary Member: continued
  - 5. Failure of the active probationary member to achieve active full member status within a 12 month time frame will result in the dismissal from the Department.
    - 1. An active probationary member will become an active full member if all the following requirements are met:
      - a. 5% of total yearly call volume
      - b. 50% of Department training classes
      - c. Attendance at five (5) of the 11 monthly business meetings.
- c. Active Driver Member
  - 1. A member of the organization who has fulfilled all requirements and training for driver as per the Driver Operational Procedures.
  - 2. The driver of the ambulance shall be responsible to the EMT in charge and shall further be responsible for the mechanical readiness of the ambulance at the completion of that call.
  - 3. Maintain a current American Heart Association Health Care Provider CPR certification.
- d. Active Associate Member
  - 1. Completed the application process and requirements for Active Probationary Membership
  - 2. They will volunteer at least twelve (12) hours per month actively contributing and riding on ambulance calls, participating in standbys, training opportunities or other department related activities.
  - 3. The Active Associate member will sign up for assignments of their choice on the Department monthly calendar.
  - 4. Maintain a current American Heart Association Health Care Provider CPR certification.
  - 5. If not an EMT, they will maintain a current American Heart Association First Aid certification.
  - 6. Active Associate members will be given the opportunity to ride on night squad if they choose.
- e. Active Student Member
  - 1. Completed all the active probationary membership requirements.
  - 2. May be a current High School Student, sixteen (16) years of age or older, or a college student.
    - 1. They may be a member of the East Hampton Village EMS Club
  - 3. They will volunteer at least ten (10) hours per month actively contributing and riding on ambulance calls, participating in standbys, training opportunities or other department related activities when available and not involved in school related activities.
    - a. Students who are seventeen (17) years of age or older may ride on active ambulance calls after receiving training for blood borne pathogens, HIPAA, and Haz-mat.

**Membership Classifications: continued**

- e. Active Student Member: continued
  - 4. Will maintain a current American Heart Association Health Care Provider CPR certification.
  - 5. High school students, 17 years of age or older, may choose to ride on a night squad with their parents approval. They will not respond to calls past 10pm on a school night.
  - 6. The College Student Member will be assigned to a night squad and will be expected to perform all the duties required by the Department when they are home from school.
  
- f. Active Out of Town/Seasonal Member
  - 1. Completed the application process and requirements for Active Probationary Membership
  - 2. They will volunteer at least twelve (12) hours per month actively contributing and riding on ambulance calls, participating in standbys, training opportunities or other department related activities when they are available to participate.
    - 1. The member will sign in for assignments of their choice on the Department monthly calendar.
  - 3. Maintain a current American Heart Association Health Care Provider CPR certification and American Heart Association First Aid certificate if they are not a certified EMT.
  - 4. Active Associate members will be given the opportunity to ride night squad if they choose.
  
- g. Active Auxiliary Driver or Active Member Driver
  - 1. Those members who have been accepted to be drivers for the Department.
    - a. This position requires completing a membership application, and completing the Department requirements for active membership and driver training.
    - b. They do not need to meet the active member call requirements; however it is expected that they drive a minimum of four (4) round trips per month.
    - c. They will maintain a current American Heart Association CPR certificate.
  
- b. Non-Active Member
  - 1. Exempt Member
    - a. Any active member shall become an exempt member upon fulfilling the following requirements:
      - 1. Be credited with 5 years active service and 500 calls
      - 2. Submit a request in writing to the Chief for this status.
      - 3. The member is not on probation, leave of absence, or medical leave at the time of their request.
      - 4. The member has not been dismissed from the EHV EMS at the time of their request.



**Membership Classifications: continued**

- b. Non-Active Member
  - 1. Exempt Member: continued
    - b. Exempt members shall have the privilege of attending EHV EMS social functions, monthly business meetings (as non-voting members) and receive an EH Village beach sticker.
    - c. Exempt members may not respond to ambulance calls, may not ride in the ambulance as part of the ambulance crew, or take part in stand-bys, parades, or off site training.
      - 1. Participation in monthly training prior to monthly department meetings is acceptable.

**Duties of Members**

- A. All members will keep on file their current legal mailing address and telephone number.
  - a. Changes of address and/or telephone number must be submitted to the Chief within thirty (30) days after such change.
- B. At the January meeting all members will receive a current copy of the East Hampton Village Policies for all Village employees, Department Code of Conduct, and the EHV EMS Rules and Regulations.
  - 1. They will return their signed Memo of Understanding within one week of the January meeting date.

**Department Officers**

- A. The Department of Emergency Medical Service (EMS) shall consist of a Chief (9-1-50), First Assistant Chief (9-1-52), Second Assistant Chief (9-1-52)
- B. No person shall become Chief unless they are a current EMT, EMT-CC, or EMT-P, and has been a Department member in good standing for three years prior to the election.
  - 1. They must have served a minimum of one year as Second Assistant Chief and First Assistant Chief.
  - 2. No Chief shall serve for more than 3 consecutive years.
- C. No person shall become First or Second Assistant Chief unless they are a current EMT, EMT-CC, or EMT-P, and has been a Department member in good standing for two years prior to the election.
  - 1. Completing a one year term as Captain is a prerequisite for seeking the office of Second Assistant Chief and First Assistant Chief.
- D. The positions of Captain (9-1-52A), Secretary and Treasurer will be appointed by the Chief.

**Duties of Department Officers**

A. It shall be the Duty of the Chief to:

1. Be in charge of the daily operation of the Department and shall direct and supervise all members in the performance of their required and expected responsibilities.
2. Preside at the monthly business meetings, and other meetings as needed for the operation of the Department.
3. See that the Policies and Procedures of the Department are adhered to by all members of the Department.
4. The Chief shall have the authority to identify, develop and present to the membership, working policies and procedures as required, for which no provisions have been made under the any current EHV EMS procedures or policy.
5. The Chief shall furnish the East Hampton Village Board with an annual list of all members eligible to receive points under the East Hampton Village Service Award Program and shall oversee the performance of duties by the Benefits Coordinator with regards to the said program.
  - a. This list will be completed in January and all members will receive a copy.
  - b. An additional copy of the list will be posted on the bulletin board in the run room for 30 days.
  - c. The Chief shall update, in writing, the East Hampton Village Board regarding the dismissal, resignation, and addition of new members.

B. It shall be the duty of the First Assistant Chief to:

1. Aid the Chief in the performance of his or her duties, and in the Chief's absence, to perform the duties and responsibilities pertaining to the Chief.
2. With the direction and assistance of the Department Chief they shall keep and maintain all new, current and past membership records accurate and up to date.
  - a. Keep all files for training requirements on file as per NYS DOH Policy.
3. Maintain a current list of day and night squad members and develop the monthly squad calendar.
4. Assist with new membership applications and requirements for becoming a member.

C. It shall be the duty of the Second Assistant Chief to:

1. Document and keep on file the topic of training and attendance at training sessions.
  - a. Copies of attendance and training topic will be updated and kept on file as per NYS DOH Policy.
2. Inform department members of upcoming classes, courses and training opportunities.
3. Develop the monthly stand-by calendar for community events requesting EMS stand-by crews.
4. Monthly QA/QI as per NYS DOH Policy.

D. It shall be the duty of the Department Captain to:

1. Take part in planning training opportunities for the membership along with the Second Assistant Chief.
2. Be the Liaison with the Fire Department, East Hampton Village, and other community organizations for drills and event standbys.
3. Work with the CPR committee in providing department training and updates.

**Duties of Department Officers: continued**

- E. It shall be the duty of the Department Secretary to:
  - 1. Assist the Chief as needed with Departmental correspondence.
  - 2. To record, keep on file, and report to the membership the minutes of the Department monthly meetings, Board of Directors meetings, and any requested special meetings.
  - 3. To record and keep on file membership attendance at Department trainings and meetings.
  - 4. With the direction and assistance of the Department Benefits Officer they shall keep and maintain all attendance records accurate and up to date.
  
- F. It shall be the duty of the Department Treasurer to:
  - 1. Receive, hold and pay out all funds belonging to the department.
  - 2. Keep account books or records showing the financial transactions of the Department
  - 3. Make a detailed report at every monthly Department meeting.
  - 4. Acknowledge donations with thank you cards.
  - 5. All checks greater than \$500.00 shall be signed by both the Treasurer and the Chief.
  - 6. Have the responsibility of yearly compensation for the Secretary, Treasurer, Benefits Coordinator, and the CME Coordinator.

**Meetings**

- A. All business conducted and all meetings concerning the East Hampton Village EMS will be held at headquarters at, 1 Cedar Street, East Hampton, NY. 11937.
  
- B. The Department business meetings will be held on the last Tuesday of the month, in the main meeting room of the EMS building, 1 Cedar Street, and will begin promptly at 8:00pm
  - 1. During the course of the year it is possible the day and date may change; this change will be announced by the Chief at the monthly meeting prior to the rescheduled meeting.
  
- C. An East Hampton Village EMS member must meet the minimum requirement of attending five (5) out of twelve (12) monthly business meetings to keep their membership status as an active member.
  - a. The annual dinner will count as one meeting.

86 Main Street  
East Hampton, New York 11937-2730

**JERRY LARSEN**, Mayor



Phone 631.324.4150  
Fax 631.324.4189  
www.easthamptonvillage.org

**VILLAGE OF EAST HAMPTON**

Office of  
**MAYOR**

**COPY**

February 21, 2024

Kathee Burke-Gonzalez  
Supervisor, Town of East Hampton  
159 Pantigo Road  
East Hampton, NY 11937

**RESOLUTION # 251 - 2024**

**MAR 15 2024**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

Re: East Hampton Town CPF Advisory Committee

Dear Supervisor Burke-Gonzalez,

I am writing in regard to the East Hampton Town CPF Advisory Committee. On March 16, 2024 it is anticipated that the Village Board of Trustees, at their monthly meeting will re-appoint Philip O'Connell as its village representative to the East Hampton Town CPF Advisory Committee. Mr. O'Connell has served the community well in this capacity.

Could you please ensure that the East Hampton Town Board makes this appointment as per Town Code 139-4-40 and more specifically Section #3 of the East Hampton Town and Village Community Preservation Fund Intermunicipal Agreement, dated August 18, 2016.

Yours sincerely,

Mayor Jerry Larsen

ML/lm

Cc: Philip O'Connell

**Inc. Village of  
East Hampton DPW**

**Memorandum**

To: Board of Trustees

From: David Collins

Date: 03/8/2024

Re: Solicit bids

**RESOLUTION # 252. 202**

**MAR 15 2024**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

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Members of the Board,

I respectfully request authorization to solicit bids for the following:

- Two year Dutch Elm Disease treatment program

Bid documents attached.

VILLAGE OF EAST HAMPTON  
REQUEST FOR PROPOSALS  
ARBOTECT 20-S –and- ALAMO

ELM TREE PREVENTATIVE MACRO-INJECTION PROGRAM

Two Year Program 2024, 2025

The undersigned hereby submits this proposal for the performance of work for the Arbotect 20-S (Two-year program) and Alamo (one-year program) Elm Tree Macro-Injection for 2024 as required by the Inc. Village of East Hampton.

**East Hampton Village Elm Tree Inventory**

**1. Arbotect 20-S macro infusion of root flare:**

1. 2-Year Treatment – For Preventive and Therapeutic Treatment of Dutch Elm Disease.
2. Treatment shall be for one-half of the total listed trees with larger trees the priority.
3. Treatment of one-half in year 2024, one-half in year 2025
4. Inject 12 fl. oz. of Arbotect 20-S for each 5 inches of trunk diameter or as directed by manufactures label specifications
5. Dilute each 2.0 fl.oz. of Arbotect 20-S with 1 gal.of water. or as directed by manufactures label specifications

a. *Time Period: \*SEE NOTE*

Approximately June 1 – June 30, or after all leaves have enlarged, whichever is first.

**2. Alamo Macro-infusion of 20 ml per inch DBH: or as directed by manufactures label specifications**

a. *Time Period: \*SEE NOTE*

Approximately June 1 – June 30, or after all leaves have enlarged, whichever is first.

**Hither Lane**

TREE#	LOCATION	DBH	HEIGHT
01	59 Hither Lane	46"	L
02	59 Hither Lane	33.5"	L
03	59 Hither Lane	54"	L
04	54 Hither Lane	63"	L
20	54 Hither Lane	16.5"	S
21	54 Hither Lane	16"	S
22	54 Hither Lane	17.5"	S
05	53 Hither Lane	37.5"	L
19	33 Hither Lane	24.5"	L
11	Vacant Lot Hither Lane	36.5"	L
12	Vacant Lot Hither Lane	45"	S
19	30 Hither Lane	54.5"	L
No tag	30 Hither Lane	14:	S
18	3 Hither Lane	33"	L



*Inc. Village of East Hampton Public Elm Tree Inventory*

Tree #	Location	DBH	Height
07	46 Newtown Lane	12"	S
02	66 Newtown Lane	37"	L
08	76 Newtown Lane	16.5"	S
09	76 Newtown Lane	20"	S
03	156 Newtown Lane	43.5"	L
04	175 Newtown Lane	44"	L
05	99 Newtown Lane	44"	L
	29 Newtown Lane	10.5"	S
12	29 Newtown Lane	15"	S

*Herrick Park*

11	On Newtown Ln	27"	L
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*Sherrill Road*

03	35 Sherrill Rd	17"	S
01	34 Sherrill Rd	45.5"	L
02	34 Sherrill Rd	18"	S
04	21 Sherrill Rd	14"	S
05	11 Sherrill Rd	17"	S

*Cooper Lane*

01	22 Cooper Lane	37"	L
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*Buell's Lane*

01	C/O Church Lane	44"	L
08	62 Buell's Lane	36"	L
03	53 Buell's Lane	30"	L
07	30 Buell's Lane	38"	L

*Dunemere Lane*

01	20 Dunemere Lane	39"	L
02	20 Dunemere Lane	36"	L
03	26 Dunemere Lane	31"	L
04	70 Dunemere Lane	49"	L

*Mill Hill Lane*

01	Located near corner by Main St	50"	L
02	Located near corner by Main St	44.5"	L













MAR 15 2024

## NOTICE OF PUBLIC HEARING

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Chapter 18. Code of Ethics; §18-2 Definitions (Municipal Officer or Employee)."

**INTRODUCTORY NO. 1 - 2024**  
**LOCAL LAW NO. \_\_ - 2024**

A Local Law amending Chapter 18. Code of Ethics; §18-2 Definitions (Municipal Officer or Employee).

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. To consider prospective amendments to § 18-2. to address the definitions specified therein.

SECTION II. Chapter 18 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 18-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

**INTEREST**

A direct or indirect pecuniary or material benefit accruing to a municipal officer or employee as the result of a contract with the Village of East Hampton. For the purposes of this chapter a municipal officer or employee shall be deemed to have an interest in the contract of:

- A. His or her spouse, minor children and dependents, except a contract of employment with the Village of East Hampton;
- B. A firm, partnership or association of which such officer or employee is a member or employee;
- C. A corporation of which such officer or employee is an officer, director or employee; and
- D. A corporation, any stock of which is owned or controlled directly or indirectly by such officer or employee.

**MUNICIPAL OFFICER OR EMPLOYEE**

An officer or employee of the Village of East Hampton, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or ~~ambulance association volunteer~~, **a volunteer member of the Village of East Hampton Department of Emergency Medical Service (EMS)**, except a chief or assistant chief. **No person shall be deemed to be a municipal officer or employee solely by reason of being or having been an ambulance association volunteer.**

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk

MAR 15 2024

NOTICE OF PUBLIC HEARING

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Ch. 267. Vehicles and Traffic; Article I. General Regulations; §267-5 (Beach parking), §267-7 (Parking time limited in designated locations)."

**INTRODUCTORY NO. 3 -2024**  
**LOCAL LAW NO. \_\_ - 2024**

A Local Law amending Ch. 267. Vehicles and Traffic; Article I. General Regulations; §267-5 (Beach parking), §267-7 (Parking time limited in designated locations)."

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. Whereas the Village of East Hampton seeks to update, keep current and make accurate and clear the provision of the Village Code; and Whereas in furtherance of this goal provisions of the Code should be periodically reviewed and updated as needed; and Whereas in furtherance of this goal certain local laws require amendment to: update parking regulations at village lots including Lot 1 at Main Beach and the Lot attendant to Village Hall to promote access to parking; and add references to the Department of Emergency Services where needed.

SECTION II. Chapter 267 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 267-5. Beach parking.  
[Added 4-19-1968]

A. No person shall park a motor vehicle in any of the following locations:

- (1) On both sides of Two Mile Hollow Road, from the intersection of Further Lane and Two Mile Hollow Road in a southerly direction to the authorized-sticker parking area located at the southerly end of Two Mile Hollow Road, and on Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean.
- (2) On both sides of Old Beach Lane, from the intersection of Further Lane and Old Beach Lane in a southerly direction to the authorized-sticker parking area located at the southerly end of Old Beach Lane, and on Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean.
- (3) On both sides of Highway Behind the Pond, from the authorized-sticker parking area 1,100 feet in a northerly direction, and on Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean.



- (4) On both sides of Apaquogue Road, from the authorized-sticker parking area in a northerly and northwesterly direction to the intersection of West End Road and Apaquogue Road, and on Apaquogue Road where it adjoins and terminates at the beach of the Atlantic Ocean.
- (5) On both sides of Lily Pond Lane, from the intersection of Apaquogue Road and Lily Pond Lane 300 feet in an easterly and northeasterly direction.

B. No person shall park, except with a permit visibly displayed on a motor vehicle, from May 15 to September 15 of each year, at the following locations as designated for parking purposes:  
[Amended 7-30-1971; 5-18-1979 by L.L. No. 16-1979; 2-15-2002 by L.L. No. 2-2002; 11-21-2008 by L.L. No. 12-2008]

- (1) Beginning at the westerly side of Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Two Mile Hollow Road 400 feet to a point; running thence in an easterly direction 200 feet to the easterly side of Two Mile Hollow Road; running thence in a southerly direction along the easterly side of Two Mile Hollow Road 400 feet; running thence in a westerly direction along the Atlantic Beach 200 feet to the point or place of beginning.
- (2) Beginning at the westerly side of Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Old Beach Lane 200 feet to a point; running thence in an easterly direction to the easterly side of Old Beach Lane; running thence in a southerly direction along the easterly side of Old Beach Lane 200 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (3) Beginning at the westerly side of Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Highway Behind the Pond 400 feet to a point; running thence in an easterly direction to the easterly side of Highway Behind the Pond; running thence in a southerly direction along the easterly side of Highway Behind the Pond 400 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (4) Beginning at the westerly side of Apaquogue Road where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Apaquogue Road 300 feet to a point; running thence in an easterly direction to the easterly side of Apaquogue Road; running thence in a southerly direction along the easterly side of Apaquogue Road 300 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (5) From a point on the westerly side of Ocean Avenue, said point marking the division line between premises of Bayberry on the north and the Main Beach of the Incorporated Village of East Hampton on the south, and running thence southerly along said westerly side of Ocean Avenue, and including the parking area behind the Main Beach Pavilion, a distance of approximately 433 feet to the beach of the Atlantic Ocean, running thence easterly along said beach of the Atlantic Ocean a distance of approximately 108 feet to the easterly side of Ocean Avenue, running thence northerly along the easterly side of Ocean Avenue a distance of 796 feet to a point, and including the Village-owned parking lot adjoining the easterly side of said Ocean Avenue.
- (6) No person shall park in the parking area behind (adjacent to) the Main Beach Pavilion (sometimes referred to as "Lot No. 1") between the hours of 9:00 a.m. and 1:00 p.m. except with a parking permit issued pursuant to Chapter 77, Article II, visibly displayed on the motor vehicle. ~~Vehicles authorized to~~

~~utilize designated handicapped parking spaces and which have a resident permit, nonresident permit, or Lot 1 permit are exempt from this provision.~~

[Amended 5-21-2021 by L.L. No. 14-2021]

- (7) No person shall park in the parking area behind (adjacent to) the Main Beach Pavilion (sometimes referred to as "Lot No. 1") between the hours of 1:00 p.m. and 6:00 p.m. except with a parking permit issued pursuant to Chapter 77, Article II, or a resident parking permit issued pursuant to § 267-5C. ~~Vehicles authorized to utilize designated handicapped parking spaces and which have a resident permit, nonresident permit, or Lot 1 permit are exempt from this provision.~~

[Amended 5-21-2021 by L.L. No. 14-2021]

C. Parking permits.

[Amended 3-21-1969; 2-16-1979 by L.L. No. 1-1979; 3-16-1979 by L.L. No. 2-1979; 1-18-1980 by L.L. No. 1-1980; 7-31-1986 by L.L. No. 10-1986; 2-15-2002 by L.L. No. 2-2002; 11-18-2005 by L.L. No. 21-2005; 11-17-2006 by L.L. No. 13-2006; 1-2-2007 by L.L. No. 1-2007]

- (1) Parking permits at the rate of one per car, valid for one calendar year, shall be issued by the Village Clerk to residents owning or leasing a motor vehicle (including individuals who enjoy the exclusive use of one corporate or partnership vehicle) without charge, and to all others at a purchase price per calendar year which shall, from time to time, be fixed by resolution of the Board of Trustees. No individual shall, without an appropriate parking permit visibly displayed on and affixed to the rear driver's side window, park a motor vehicle in any of the above designated areas. All parking permits shall be nontransferable. The following individuals may qualify for resident beach parking permits upon submission of proof of resident status, as required below:

- (a) Individuals who own property in the Village and/or who are residential shareholders in a housing cooperative, or individuals related by blood or marriage to residential property owners. An affidavit signed and notarized by the residential property owner attesting to the relationship and attesting that the relative is currently residing at the property owner's Village residence is required.

[Amended 8-16-2013 by L.L. No. 18-2013; 11-18-2016 by L.L. No. 15-2016<sup>[1]</sup>]

[1] *Editor's Note: This local law also repealed former Subsection B, Domestic employees residing in the Village with property owners, and redesignated former Subsections C and D as B and C, respectively.*

- (b) Tenants renting a Village residential property on a year-round basis. Tenant must provide a year-round lease and any three of the following proofs of residency:

[1] Registration to vote in Village elections.

[2] Driver's license with address matching address of rental property on lease.

[3] Automobile registration with address matching address of rental property on lease.

[4] Utility bill (i.e., electric, telephone, cable, water company) with address matching address of rental property on lease.

[5] W-2 or income tax return with address matching address of rental property on lease.

- (c) Nonresident volunteer, active and exempt members of the East Hampton Fire Department and of the East Hampton Village Department of Emergency Medical Service (EMS), as well as Ambulance Association members who were exempt as of April 30, 2023, and lifeguards that are East Hampton Village Ocean Rescue members (limited to one resident parking permit for one family vehicle).

[Amended 1-15-2021 by L.L. No. 3-2021]

- (2) Any qualified individual owning or leasing a different motor vehicle during the season, in requesting the issuance of an additional or replacement nonresident permit or permits without charge, shall be entitled to same only upon the surrender of the scraped-off permit number or numbers from the permit for that different motor vehicle.
- (3) The number of annual full-season parking permits issued to individuals who do not qualify under Subsection C(1)(a) or (b) shall not exceed 3,100 permits per year, effective January 1, 2017.  
[Amended 11-16-2012 by L.L. No. 25-2012; 11-18-2016 by L.L. No. 15-2016; 4-16-2021 by L.L. No. 7-2021]
- (4) Half-season parking permits shall be issued rather than monthly parking permits to those individuals who do not qualify under Subsection C(1)(a) or (b) above. The number of half-season parking permits shall not exceed: 750 permits for the period of May 15 to and including July 31; and 750 permits for the period of August 1 to and including September 15, effective immediately. The half-season permit fee shall, from time to time, be fixed by resolution of the Board of Trustees.  
[Added 4-16-2021 by L.L. No. 7-2021; amended 4-28-2023 by L.L. No. 7-2023]

D. Limited daily parking available by fee for non-permit holders. Daily parking is available on a limited basis for individuals not possessing a beach parking permit at a daily fee which shall, from time to time, be fixed by resolution of the Board of Trustees. Daily parking is available at the following beaches:  
[Added 11-17-2006 by L.L. No. 14-2006; amended 5-20-2011 by L.L. No. 5-2011; 12-16-2011 by L.L. No. 10-2011; 11-16-2012 by L.L. No. 25-2012; 11-18-2016 by L.L. No. 15-2016; 4-16-2021 by L.L. No. 6-2021]

- (1) Main Beach; Village-owned parking lot adjoining the easterly side of Ocean Avenue.
- (2) Two Mile Hollow Beach parking lot.

§ 267-7. Parking time limited in designated locations.

[Amended 6-17-1955; 6-28-1963; 3-20-1964; 7-30-1971; 12-16-1977 by L.L. No. 18-1977; 4-20-1979 by L.L. No. 5-1979; 4-20-1979 by L.L. No. 6-1979; 4-20-1979 by L.L. No. 7-1979; 7-13-1984 by L.L. No. 18-1984; 11-15-1985 by L.L. No. 13-1985; 11-15-1985 by L.L. No. 21-1985; 7-31-1987 by L.L. No. 12-1987; 7-31-1987 by L.L. No. 13-1987; 10-18-1991 by L.L. No. 16-1991; 7-31-1992 by L.L. No. 14-1992; 3-19-1993 by L.L. No. 2-1993; 3-19-1993 by L.L. No. 3-1993; 3-19-1993 by L.L. No. 4-1993]

A. Except for designated handicapped parking spaces, which are governed by § 267-7B, the parking of vehicles in any of the following locations for longer than stated hereinafter is hereby prohibited. Where parking limits are applicable only between specified hours, unlimited parking is permitted at all other times, except as set forth in § 267-2 or elsewhere in this chapter. At the expiration of any timed parking listed herein, a parked vehicle must move a minimum of 20 feet in any direction in order to restart a new time period, except in any Village parking lot said vehicle must physically exit and reenter a lot to start a new parking period.

[Amended 2-19-2016 by L.L. No. 1-2016; 2-19-2016 by L.L. No. 2-2016; 4-16-2021 by L.L. No. 6-2021]

(1)<sup>[1]</sup> On the westerly side of North Main Street for the distance between a point beginning 25 linear feet south of the intersection of North Main Street and Talmage Lane and continuing southerly for a distance of 100 linear feet to another point, between the hours of 7:30 a.m. and 7:30 p.m. for a period of time in excess of one hour.

[Added 2-19-2016 by L.L. No. 2-2016]

[1]Editor's Note: Original Subsection A(1), pertaining to parking on Main Street, was repealed 7-6-1995 by L.L. No. 22-1995.

(2) On the north side of Newtown Lane, from its intersection with the westerly side of Main Street, running in a northwesterly direction to the intersection with easterly side of Osborne Lane, and on the south side of Newtown Lane, from its intersection with the westerly side of Main Street, running in a northwesterly direction to its intersection with the southerly side of Railroad Avenue 155 feet to the end of the existing gutter curbing, daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.

[Amended 10-15-1993 by L.L. No. 21-1993; 4-19-1996 by L.L. No. 10-1996; 2-19-1999 by L.L. No. 3-1999; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007; 1-15-2021 by L.L. No. 2-2021]

(3) On the northerly side of Fithian Lane, from the westerly corner of Bohack's building for a distance of 250 feet in an easterly direction for a period in excess of one hour.

(4) <sup>[2]</sup>At the Village-owned premises at 8 Osborne Lane for a period of time in excess of 23 hours, except for the five parking spaces (excludes the handicap space) closest to Osborne Lane on the southerly row of the parking lot, which between the hours of 8:00 a.m. and 6:00 p.m. for a period in excess of three hours.

[Added 12-21-2018 by L.L. No. 1-2019]

[2]Editor's Note: Former Subsection A(4), regarding Ocean Avenue, was redesignated as Subsection A(26) 8-22-2008 by L.L. No. 8-2008.

(5) No vehicle, truck or car shall be permitted to stand backed to the curb for the unloading or loading of merchandise except while actually being loaded or unloaded and except between the hours of 7:00 a.m. and 10:00 a.m. and then for no longer period than is required for such loading or unloading.

(6) On the northwesterly side of North Main Street between Talmage Lane and Cedar Street and on the southeasterly side of North Main Street from the boundary line between Residence District (Zone) C and the Commercial District (Zone) to the intersection of the southeasterly side of North Main Street and the westerly side of Cross Highway, between the hours of 7:30 a.m. and 7:30 p.m. for a period of time in excess of one hour.

(7) On the westerly side of James Lane beginning at a point 775 feet from the intersection of Mill Road running southerly for a distance of 410 feet for a period in excess of 30 minutes between the hours of 9:00 a.m. and 6:00 p.m. from May 15 to and including September 30.

[Amended 11-19-1999 by L.L. No. 13-1999; 1-15-2021 by L.L. No. 2-2021]

(8) On the easterly side of James Lane from the intersection of the northerly side of Maidstone Lane with the easterly side of James Lane northerly approximately 760 feet to the intersection of the easterly side of James Lane with the southerly side of Dunemere Lane for a period in excess of two hours, between the hours of 9:00 a.m. and 6:00 p.m.<sup>[3]</sup>

[3]Editor's Note: Original Subsection A(9), which immediately followed this subsection and provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 12-1994. See now Art. V.

(9) On the east side of Main Street beginning at a point 129 feet south from the southeasterly intersection of Davids Lane and Main Street southerly for a distance of 73 feet for a period in excess of one hour between the hours of 8:00 a.m. and 7:00 p.m. daily.<sup>[4]</sup>

[Added 7-6-1995 by L.L. No. 23-1995; amended 6-15-2001 by L.L. No. 8-2001; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007]

[4]Editor's Note: Original Subsection A(10), which immediately followed this subsection and provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 13-1994. See now Art. V.

(10) On the southerly side of Newtown Lane, from the intersection of the westerly side of the entrance to the Robert G. Reutershan Parking Lot with said southerly side of Newtown Lane, running thence westerly for a distance of 240 feet for a period in excess of one hour between the hours of 8:00 a.m. and 7:00 p.m. daily.  
[Added 6-15-2001 by L.L. No. 7-2001; amended 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 4-15-2005 by L.L. No. 9-2005; 5-18-2007 by L.L. No. 4-2007]

(11) On the north side of Newtown Lane between Sherrill Road and Conklin Terrace and from a point 20 feet west of Conklin Terrace westerly for a distance of 300 feet for a period in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.<sup>[5]</sup>  
[Added 8-15-2014 by L.L. No. 15-2014]  
[5]Editor's Note: Original Subsection A(11), which provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 14-1994. See now Art. V.

(12) On the easterly side of James Lane from the northeasterly corner of the Hedges Inn premises in a southwesterly direction approximately 355 feet to the intersection of the easterly side of James Lane and northeasterly side of Ocean Avenue for a period of time in excess of 15 minutes.

(13) On the westerly side of North Main Street, between the northerly side of the entrance of the Schenck Parking Lot and a point 700 feet northerly thereof as measured along said westerly side of North Main Street, daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.  
[Amended 4-19-1996 by L.L. No. 11-1996; 2-19-1999 by L.L. No. 3-1999; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007]

(14) (Reserved)<sup>[6]</sup>  
[6]Editor's Note: Former Subsection A(14), which provided regulations for North Main Street, as amended, was repealed 9-15-2017 by L.L. No. 14-2017.

(15) <sup>[7]</sup>On the north side of Davids Lane beginning at a point 410 feet east of the intersection of Main Street and Davids Lane and extending a distance of 1060 feet, and on the south side of Davids Lane beginning at a point 462 feet east of the intersection of Main Street and Davids Lane and extending a distance of 1026 feet, for a period of one hour between the hours of 9:00 a.m. and 6:00 p.m. Monday through Saturday and between the hours of 12:00 noon and 6:00 p.m. on Sunday.  
[Added 4-17-2009 by L.L. No. 6-2009]  
[7]Editor's Note: Original Subsection A(15), which provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 15-1994. See now Art. V.

(16) On both sides of Davids Lane beginning at a point 40 feet east of the intersection of Main Street and Davids Lane and extending a distance of 370 feet east on the north side, and extending a distance of 422 feet east on the south side, for a period of two hours between the hours of 9:00 a.m. and 6:00 p.m. Monday through Saturday and between the hours of 12:00 noon and 6:00 p.m. on Sunday.  
[Amended 4-17-2009 by L.L. No. 6-2009]

(17) In that portion of the Lumber Lane Parking Lot (sometimes referred to as Lot 1) lying southwesterly of Pleasant Lane, subject to the requirements of a parking fee as set forth in Article IX herein.  
[Amended 7-30-1993 by L.L. No. 12-1993]

(18) On the south side of Gay Lane beginning at the intersection of the southerly side of Montauk Highway (Route 27), and extending to the intersection of Egypt Lane and on the north side of Gay Lane beginning at the intersection of the southerly side of Montauk Highway (Route 27) easterly 242 feet for a period of time in excess of one hour between the hours of 10:00 a.m. and 5:00 p.m.  
[Added 6-18-1993 by L.L. No. 7-1993; amended 8-20-1993 by L.L. No. 15-1993; 6-15-2007 by L.L. No. 7-2007]

(19) In that portion of the Lumber Lane Parking Lot (sometimes referred to as Lot 2) lying southeasterly of Pleasant Lane for a period of time in excess of 24 hours.  
[Added 7-30-1993 by L.L. No. 11-1993]

(20) On the south side of Gingerbread Lane Extension beginning at a point 20 feet west of The Learning Center driveway and extending to a point 240 feet west for a period of one hour between the hours of 9:00 a.m. and 6:00 p.m.  
[Added 3-21-1997 by L.L. No. 3-1997]

(21) On the north side of Pantigo Road beginning at a point 60 feet east of the northeasterly intersection of Methodist Lane and Pantigo Road, easterly for a distance of 370 feet for a period of time in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.<sup>[8]</sup>  
[Added 6-15-2012 by L.L. No. 15-2012]

*[8]Editor's Note: Original Subsection A(21), regarding Fithian Lane, added 11-19-1999 by L.L. No. 11-1999, was repealed 4-20-2000 by L.L. No. 4-2000.*

(22) On the north side of Gingerbread Lane Extension beginning at the intersection of Lumber Lane and Gingerbread Lane Extension and extending to a point 365 feet west for a period of two hours between the hours of 8:00 a.m. and 6:00 p.m.  
[Added 12-17-1999 by L.L. No. 17-1999]

(23) On the east side of Park Place beginning at a point 210 feet from the intersection of Main Street and Park Place and extending north for a distance of 465 feet and on the north side of Park Place beginning at a point 180 feet from the intersection of Park Place and Newtown Lane extending east 265 feet for a period of time in excess of 30 minutes, during the period from May 15 to and including December 31.  
[Added 5-1-2003 by L.L. No. 4-2003; 2-20-2004 by L.L. No. 1-2004]

(24) On the east side of Methodist Lane beginning at a point 30 feet from the intersection of Pantigo Road and extending north for a distance of 77 feet and beginning at a point 131 feet from the intersection of Methodist Lane and Pantigo Road for a distance of 335 feet for a period of time in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.  
[Added 9-19-2003 by L.L. No. 11-2003; amended 6-15-2012 by L.L. No. 16-2012]

(25) On the westerly side of the Circle (south entrance), beginning on the westerly portion of The Circle that is 68 feet east of the intersection of Main Street and the Circle and running 120 feet east, for a period of time in excess of one hour.  
[Added 7-30-2004 by L.L. No. 11-2004]

(26) On Ocean Avenue where it adjoins and terminates at the beach of the Atlantic Ocean (Main Beach), for a period in excess of 15 minutes.  
[Amended 8-22-2008 by L.L. No. 8-2008]

(27) On Apaquogue Road/Lily Pond Lane Road where it adjoins and terminates at the beach of the Atlantic Ocean (Georgica Beach), for a period in excess of 15 minutes.  
[Added 8-22-2008 by L.L. No. 8-2008]

(28) On Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean (Wiborg Beach), for a period in excess of 15 minutes.  
[Added 8-22-2008 by L.L. No. 8-2008]

(29) On Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean (Egypt Beach), for a period in excess of 15 minutes.  
[Added 8-22-2008 by L.L. No. 8-2008]

(30) On Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean (Two Mile Hollow Beach), for a period in excess of 15 minutes.  
[Added 8-22-2008 by L.L. No. 8-2008]

(31) On the south side of Pantigo Road beginning at a point 30 feet east from the intersection of Pantigo Road and Gay Lane and extending east for a distance of 150 feet for a period of time not in excess of 30 minutes between the hours of 9:00 a.m. and 7:00 p.m.  
[Added 6-15-2012 by L.L. No. 19-2012]

(32) At the Village-owned premises at 88 Newtown Lane between the hours of 8:00 a.m. and 6:00 p.m., Monday through and including Friday, shall be limited to those on official Village business, including Village of East Hampton employees.  
[Added 2-19-2016 by L.L. No. 1-2016; amended 11-15-2019 by L.L. No. 13-2019; 2-19-2021 by L.L. No. 5-2021]

(33) Robert G. Reutershan, Barnes Schenck, 66 Main Street and 73 North Main Street Parking Lots.  
[Added 4-15-2016 by L.L. No. 7-2016]

(a) In the Robert G. Reutershan Parking Lot and the Barnes Schenck Parking Lot, for a period of time in excess of three hours between the hours of 10:00 a.m. and 6:00 p.m. every day during the period from May 15 to and including December 31, subject to the requirements of a parking fee as set forth in Article XI herein, and for a period of time in excess of three hours on Fridays, Saturdays, federal holidays and only those Sundays that precede a Monday federal holiday during the period from January 1 to May 14. **Active** ~~volunteer~~ members of the East Hampton Fire Department, **active volunteer members of the East Hampton Village Department of Emergency Medical Service (EMS)**, ~~volunteer members of the East Hampton Village Ambulance Association~~ and **active** volunteer members of the East Hampton Volunteer Ocean Rescue who work in the central business district and who have applied to the Village Clerk for permits and obtained and place such permits on their cars shall be exempt from the provisions of this section.

(b) In the Barnes Schenck Parking Lot during the period from May 1 to and including December 31, parking in the five spaces beginning 21 feet east of the intersection of Barnes Lane and the entrance to the Schenck Parking Lot running for a distances of 45 feet along the southerly side of the parking lot shall be limited to not more than 30 minutes.

~~(c) The parking lot located at 66 Main Street, during the period from May 1 to and including December 31, between the hours of 8:00 a.m. and 6:00 p.m., for a period of time in excess of one hour. Employees at 66 Main Street who display a permit issued by the Village Clerk on their vehicles shall be exempt from the provisions of this section. The Village Clerk is authorized to issue not more than 15 such permits.~~

~~(d)~~**(c)** In the parking lot located at 73 North Main Street (SCTM No. 301-04-01-10.1) daily between the hours of 8:00 a.m. and 9:00 p.m. for a period of time in excess of two hours. **Village Employees parking at the 73 North Main Street lot who display a permit issued by the Village Clerk on their vehicles shall be exempt from the provision of this section. The Village Clerk is authorized to issue not more than 15 such permits.**

<sup>[9]</sup>*Editor's Note: Former Subsection A(33)(d), regarding parking receipts, was repealed 12-18-2020 by L.L. No. 6-2020.*

(34) On the east side of Pleasant Lane for the distance between a point beginning 30 linear feet south of the curblin and Newtown Lane and continuing southerly for a distance of 76 linear feet to another point, between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.  
[Added 1-20-2017 by L.L. No. 1-2017]

(35) On the north side of Newtown Lane, from the intersection with the westerly side of Osborne Lane running in a northwesterly direction to land of the Long Island Railroad Company daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of two hours.  
[Added 1-15-2021 by L.L. No. 2-2021]

(36) Beginning from a point 137 feet south from the northwest corner of Lumber Lane at the intersection of Railroad Avenue running along the western side 360 feet south, subject to the requirements of a parking fee as set forth in Article X herein.

(37) On the west side of Race Lane, from a point 195 feet south of the intersection of Railroad Avenue, to a point south 145 feet to the entrance of No. 31 Race Lane, daily between the hours of 9:00 a.m. to 6:00 p.m. for a period of time in excess of 30 minutes.  
[Added 1-21-2022 by L.L. No. 1-2022]

B. The parking of vehicles in any designated handicapped parking space in excess of three hours is hereby prohibited.  
[Amended 6-21-2002 by L.L. No. 13-2002; 2-20-2004 by L.L. No. 1-2004; 8-17-2007 by L.L. No. 17-2007]

C. Signs shall be erected and maintained in each of said blocks or locations designating the provisions of this section.

### SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

### SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A Local Law amending Ch. 163 Freshwater Wetlands."

INTRODUCTORY NO. 5 -2024  
LOCAL LAW NO. \_\_ - 2024

RESOLUTION # 262 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

A Local Law amending Ch. 163 Freshwater Wetlands

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. The Board of Trustees seeks to modify Chapter 163 by adding a definition of Man-Made Wetland. The chapter contains references to the term "Man-Made Wetland" but contains no definition supporting those references. This code provision will add a definition of Man-Made Wetland.

SECTION II. Chapter 163 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

Chapter 163. ~~Freshwater~~ Wetlands (Remove "Freshwater" from chapter title)

§ 163-2. Definitions. Add Definition of Man-made Wetland.

**MAN-MADE WETLAND OR POND– Artificial lined ponds of less than one acre in size which do not penetrate into the groundwater table.**

SETBACKS – Except for coastal erosion structures (sea walls, revetments, bulkheads, gabions) and docks, the nominal standard of 150 feet for setting back structures and buildings from the landward edge of any wetland, and 200 feet for setting back any septic ~~or discharge~~ system from the landward edge of any wetland, and 125 feet for setting back any clearing of land, landscaping and fertilizing from the landward edge of any wetland.

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk

MAR 15 2024

## NOTICE OF PUBLIC HEARING

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 16<sup>th</sup> day of February 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to "A proposed local law amending Ch. 225. Property Maintenance and Nuisance Abatement; §225-2 (Exterior maintenance)."

**INTRODUCTORY NO. 6 -2024**  
**LOCAL LAW NO. \_\_ - 2024**

A Local Law amending Ch. 225. Property Maintenance and Nuisance Abatement; §225-2 (Exterior maintenance)."

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows:

SECTION I. Legislative Purpose and Intent. To maintain stormwater runoff on subject properties.

SECTION II. Chapter 225 of the Code of the Village of East Hampton is hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

§ 225-2 Exterior maintenance

- A. Surface and subsurface water shall be drained to prevent damage to buildings and structures and to prevent development of stagnant waters. Gutters, culverts, catch basins, drain basins, drain inlets, screenwriter sewers and sanitary sewers or other satisfactory drainage systems shall be provided and utilized. In no case shall ~~the water from any rain leader~~ be allowed to flow ~~over the sidewalk of~~ **onto any** adjoining property **or street right-of-way**.

SECTION III. SEVERABILITY.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION IV. EFFECTIVE DATE.

This local law shall take effect upon filing with the Secretary of State pursuant to the Municipal Home Rule Law.

Dated: February 2, 2024

By Order of the  
BOARD OF TRUSTEES  
Inc. Village of East Hampton  
GABRIELLE MCKAY  
Deputy Village Clerk



RESOLUTION # 265 - 2024

MAR 15 2024

VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES

## Dept. of Emergency Medical Service

*Office of the*  
**EMS Chief**

**TO:** East Hampton Village Board  
**FROM:** Chief Mary Mott  
**RE:** Tracy Hillman Dismissal from the EMS Department  
**DATE:** February 13, 2024

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Please take note that driver Tracy Hillman was dismissed from the East Hampton Village Emergency Medical Service on February 13, 2024.

Thank you,

Mary Mott

Chief, EHV EMS



**EAST HAMPTON VILLAGE  
POLICE DEPARTMENT**

One Cedar Street  
East Hampton, NY 11937  
Phone: (631)324-0777 \* Fax: (631)324-0702

*Captain Jeffrey J. Erickson  
Acting Chief of Police*



**RESOLUTION # 266 - 2024**

**MAR 15 2024**

**VILLAGE OF EAST HAMPTON  
BOARD OF TRUSTEES**

**SUBJECT: Resignation**

**DATE: March 7, 2024**

**FROM: Captain Jeffrey J. Erickson, Acting Chief of Police**

**TO: Marcos Baladron, Village Administrator**

A handwritten signature in black ink, appearing to be "JE", written over the printed name of the Acting Chief of Police.

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Matthew F. O'Connor has submitted his letter of resignation from his position as a Public Safety Dispatcher – 1 with the Village of East Hampton. His last day of employment in Dispatch will be April 30, 2024.

cc: Mayor Gerard Larsen  
Payroll