

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
JULY 5, 2023 ORGANIZATIONAL MEETING
LTV Studios, 75 Industrial Road, Wainscott, NY 11937 AT 11:00 A.M.
*Please note location change

AGENDA

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

RESOLUTION #561-2023: Set regular monthly meeting date of the Board of Trustees for the 3rd Friday and Work Sessions for the 1st Thursday of each month at 11:00 a.m. to be held temporarily at LTV Studios, 75 Industrial Road, Wainscott, NY 11937 and then to continue at the Emergency Services Building, 1 Cedar Street, East Hampton, NY 11937 after construction is completed.

RESOLUTION #561-2023

RESOLVED, that the regular meetings of the Board of Trustees of the Village of East Hampton for the 2022 - 2023 fiscal year be and are hereby established as follows:

Regular Meetings on the 3rd Friday and Work Sessions on the 1st Thursday of each month at 11:00 a.m. to be held temporarily at LTV Studios, 75 Industrial Road, Wainscott, NY 11937 and then to continue at the Emergency Services Building, 1 Cedar Street, East Hampton, NY 11937 after construction is completed.

FURTHER RESOLVED, that any additional or special meeting may be called, cancelled, or adjourned as permitted by law; and be it

FURTHER RESOLVED, that the Mayor may reschedule any of the above scheduled meetings upon proper posting, publication and notifications as required by law.

RESOLUTION #562-2023: Authorize payment in advance of audit claims for public utility services, postage, freight and express charges, medical insurance premiums, employee reimbursements and the Village Attorney for the 2023-2024 fiscal year.

RESOLUTION #563-2023: Approve employee and appointed officers contracts and salary schedule (effective August 1, 2023), members and chairs (1-term as chairpersons) of various committees, official depositories, official newspaper and professional consultants as follows:

BASE SALARY SCHEDULE

NAME	BASE SALARY	TITLE
Baladrón, Marcos	\$179,355.00	Village Administrator
Bennett, Pamela J.	\$119,564.00	Village Clerk/Stenographer
Cummings, Dominique	\$110,491.00	Treasurer
Plinton-Moseley, Pet-Rhona	\$ 56,650.00	Deputy Treasurer
Steckowski, Susan	\$ 89,604.00	Principal Account Clerk/Registrar
McKay, Lorraine	\$ 77,250.00	Senior Office Assistant
Dayton, Susan D.	\$ 74,961.00	Principal Office Assistant
Cangiolosi, Marissa	\$ 56,650.00	Secretary-Mayor
McKay, Gabby	\$ 56,650.00	Secretary-Planning Board
Pond, Tyler	\$ 61,800.00	Custodial Worker II
Jacome, Ivan	\$ 56,650.00	Custodian Worker
Pazmino, Hazel	\$ 55,000.00	Custodial Worker
Martinez, Alexis	\$ 55,000.00	Custodial Worker
Miller, Katrina	\$ 55,000.00	Custodial Worker
Tracey, Michael	\$223,863.00	Police Chief
Midgett, Eric	\$ 47,757.00	Traffic Control Specialist
Byrd, Susanne M.	\$ 90,476.00	Office Assistant
Bennett, Layla	\$ 83,425.00	Senior Clerk
Preiato, Kimberly	\$ 81,813.00	Office Assistant
Foster, James P.	\$141,818.00	Public Safety Dispatcher III
Turza, Gerry	\$165,000.00	Fire & EMS Administrator
Collum, Kenneth	\$131,028.00	Fire Marshall
Preiato, Thomas	\$136,432.00	Principal Building Inspector
Jahoda, Robert	\$ 82,010.00	Ordinance Inspector
Howie, John Kent	\$ 97,469.00	Senior Building Inspector
Beyer, Linda	\$ 72,229.00	Secretary/Deputy Registrar
Carlo, Anthony	\$ 76,828.00	Paramedic
Montalto, Steven	\$ 66,000.00	Paramedic
Bottego, Dyan	\$ 58,240.00	EMT
Collins, David W.	\$131,338.00	Superintendent Department of Public Works
Bouker, Michael	\$115,129.00	Deputy Superintendent Department of Public Works
Helm, Jill	\$ 81,787.00	Clerk
Schaefer, Kevin	\$ 82,642.00	Maintenance Mechanic
Mederios, Tony	\$ 96,998.00	Crew Leader
Aldrich, Robert	\$ 96,998.00	Crew Leader
Yardley, Matthew	\$ 80,877.00	Groundskeeper
Saar, Raymond	\$ 71,838.00	Groundskeeper
MacPherson, Matthew	\$ 67,391.00	Groundskeeper
Anderson, Paul	\$ 91,325.00	Crew Leader
Field, Timmy M.	\$ 83,839.00	A.E.O.
Miller, Jeffrey	\$ 84,938.00	A.E.O.
Verity, Jeffrey M.	\$ 81,599.00	A.E.O.
Downs, Darrin	\$ 76,137.00	A.E.O.
Schaefer, Daniel	\$ 74,027.00	A.E.O.

BASE SALARY SCHEDULE (continued)

NAME	BASE SALARY	TITLE
Renos, Jordan	\$ 58,849.00	H.E.O
Jaycox, David	\$ 95,481.00	Mechanic III
King, Robert	\$ 90,823.00	Mechanic I
Forde, Frank	\$ 82,047.00	Mechanic I
Smith, Drew	\$ 79,568.00	Beach Manager
King, Hugh	\$ 45,845.00	Historic Site Manager
Hajek, William	\$114,091.00	Planner
Larsen, Gerard	\$ 26,000.00	Mayor
Minardi, Chris	\$ 16,500.00	Deputy Mayor/Trustee
Amaden, Sarah	\$ 14,000.00	Trustee
Doyle, Carrie	\$ 14,000.00	Trustee
Melendez, Sandra	\$ 14,000.00	Trustee
ZBA-DRB-PB - Chairs	\$ 7,000.00	each
ZBA-DRB-PB - Members	\$ 5,550.00	each

OFFICIAL NEWSPAPER: The East Hampton Star

OFFICIAL DEPOSITORIES: Dime Bank Chase Bank
MBIA (NY Class) Wells Fargo (LOSAP)

PROFESSIONAL CONSULTANTS:
 Braun Marketing
 Cashin Associates, PC, Engineers
 Clark & Marshall, Real Estate Appraisers
 Craft Engineering Studio, PLLC
 Duda Actuarial Consulting
 East Hampton Star
 En-Consultants
 George H. Walbridge Co.
 H2M Architects & Engineers
 Harter Secrest & Emery, LLP
 Hawkins, Delafield & Wood, LLP
 Robert Hefner, Historic Consultant
 Lamb & Barnosky, LLP
 Lee Bertrand Photography and Fine Art LLC
 Lincoln IT
 Jennifer Mesiano
 Munistat Services, Inc.
 Perillo Hill, LLP
 Pinsky Law Group, PLLC
 Proudcity, Inc.
 PW Grosser Consulting, Inc.
 Satty, Levine & Ciacco, CPA's, P.C.
 Skinnon and Faber
 Tarbet, Lester & Schoen, PLLC
 The Raynor Group
 Vincent Toomey
 Kimberly Woods

- EMERGENCY SERVICES OFFICERS: Mary Mott, Chief, Department of EMS
Mary Ellen McGuire, Asst. Chief, Department of EMS
Duane Forrester, Chief Engineer, Fire Department
Alex Verdugo – 1st Assistant Chief Engineer, Fire Department
Greg Brown – 2nd Assistant Chief Engineer, Fire Department
Bradford Billet – Emergency Manager
- BOARD OF TRUSTEES COMMITTEES: Jerry Larsen, Mayor – Police Commissioner
Chris Minardi, Deputy Mayor – Beaches
Sandra Melendez, Trustee - Dept. of Public Works
Carrie Doyle, Trustee – Department of EMS
Sarah Amaden, Trustee – Fire Department & Museums
- ETHICS BOARD: Frank Newbold as Chair, Rabbi Leibel Baumgarten, Pamela Bennett
- SHORT-TERM RENTAL COMMITTEE: Dan Ujvari-Chair, Marcos Baladrón, Judy Desiderio, Carol Hayes,
Eric Kauffman, Ken Collum, David Driscoll, and Heather Baris
- HISTORIC PRESERVATION COMMITTEE: Frank Newbold and Larry Kane - Co-Chairs, Kevin O'Sullivan,
Georgia DeHavenon and Adrienne Possillico
- CENTRAL SEWER COMMITTEE: Mayor Larsen- Chair, Marcos Baladrón, Lisa Perillo, Billy Hajek,
Tom Prieto, David Collins and Jennifer Mesiano
- AESTHETICS COMMITTEE: Carrie Doyle and Sarah Amaden as Co-Chairs and members: Erica
Broberg, Dwyer Derrig, Michael Derrig, Stephen Drucker, Larry Kane,
Lisa Larsen, Frank Newbold, Mary Margaret Trousdale, Nathan Wold
and Michael Giannelli
- BUSINESS REVITALIZATION COMMITTEE: Sarah Amaden and Carrie Doyle – Co-Chairs and members: Alan
Patricof, Valerie Smith, Mark Smith, Barbara Layton, and Christina
DeSanti, Robert Rattenni, David Hashmall and Donna McDonald
- BOARD MEMBERS/EMPLOYEES/SEASONAL STAFF
- RESOLUTION #564-2023:** Appoint Police Chief Mike Tracey as the Village liaison to East Hampton Volunteer Ocean
Rescue, effective immediately.
- RESOLUTION #565-2023:** Appoint Police Chief Mike Tracey as the Village liaison to Town of East Hampton Town
Anti-Bias Task Force, effective immediately.

- RESOLUTION #566-2023:** Appoint Susan Steckowski as Registrar at an annual salary of \$1,000 and Linda Beyer as Deputy Registrar at an annual salary of \$600.
- RESOLUTION #567-2023:** Re-appoint Hugh R. King as Village Historian at no additional compensation.
- RESOLUTION #568-2023:** Re-appoint John McGuirk III as Chairman of the Zoning Board of Appeals, and James McMullan as Vice-Chair of the Zoning Board of Appeals effective August 1, 2023 (term to expire 7/31/24).
- RESOLUTION #569-2023:** Re-appoint Robert Caruso as Chair of the Planning Board, and David Driscoll as Vice-Chair of the Planning Board (term to expire 7/31/24)
- RESOLUTION #570-2023:** Re-appoint Robert Caruso as member of the Design Review Board, effective August 1st, 2023 (term to expire 7/31/25).
- RESOLUTION #571-2023:** Appoint C. Sherrill Dayton and Re-appoint Kristin Corwin as members of the Design Review Board (term to expire 7/31/2025).
- RESOLUTION #572-2023:** Re-appoint Robert Caruso as Chair of the Design Review Board, and Kristin Corwin as Vice-Chair of the Design Review Board (term to expire 7/31/24).
- RESOLUTION #573-2023:** Approve promotion of Georgia Plankster to the rank of Lifeguard Lieutenant at \$21/hour effective July 1st, 2023 and employ seasonal beach staff:
Lifeguards: Harper Craig & Aniela Bedini at \$17.50/hour effective retroactively to June 18th, 2023, Justin Zorbo at \$20/hour effective retroactively to June 22nd, 2023
Beach Staff Members: Jacen Sheades & Leo Schuman at \$13/hour effective June 30th, 2023. (*per June 19th and June 29th, 2023 memos from D. Smith*)
- RESOLUTION #574-2023:** Employ 2023 Seasonal Traffic Control Officer David Buitrago, effective June 30th, 2023 (*per June 27th, 2023 memo from Chief Tracey*)
- RESOLUTION #575-2023:** Authorize Traffic Control Officer Sebastian Farez-Gordillo employment termination, effective retroactively to June 29th, 2023 (*per June 29th, 2023 memo from Chief Tracey*)
- RESOLUTION #576-2023:** Approve the correction to Resolution #551-2023, in reference to Retired Police Officer Kenneth Brabant's authorized payout of \$163,755.94 to be paid August 15th, 2023 from the Employee Benefit Leave Reserve Fund (EBLR) for accumulated time (*per June 20th, 2023 memo from Chief Tracey*)

ACCOUNTING

- RESOLUTION #577-2023:** Approve Budget Transfer Schedule #8, Reference #8, dated June 2023.
- RESOLUTION #578-2023:** Resolved the 2022-2023 Village Budget is hereby amended to increase estimated revenue and appropriations in the amount of \$476,780.00 for expenditures related to the EMS building.
- RESOLUTION #579-2023:** Authorizing the transfer of up to \$500,000.00 from the Undesignated Fund Balance to the Capital Reserve Fund.

RESOLUTION #580-2023: Authorizing the transfer of up to \$500,000.00 from the Undesignated Fund Balance to the EBLR Fund (Employee Benefit Leave Reserve Fund).

RESOLUTION #581-2023; Accept the East Hampton Village Foundation donation of \$42,200.40 for Herrick Park Phase I A Renovation Project.

EXPENDITURES

RESOLUTION #582-2023: Accept the \$13,700 quote from GM Dege Inc. to conduct abandonment of the five-hundred-gallon underground waste oil tank at the Department of Public Works shop (per June 26th, 2023 memo from D. Collins)

RESOLUTION #583-2023: Accept the \$45,324.50 quote from Alpine Software to replace the current Fire House software (per June 29th, 2023 memo from K. Cullum).

RESOLUTION #584-2023: Accept the \$92,000 quote from P.W. Grosser for the East Hampton Town Pond Benthic Mat Installation.

RESOLUTION #585-2023: Accept the \$98,319.17 quote from Advantage Sport & Fitness Inc. for Gym Equipment at 1 Cedar Street.

VILLAGE POLICIES

RESOLUTION #586-2023: RESOLVED, that the Village Attorneys' Office is hereby appointed to represent the Board of Appeals of the Village of East Hampton in actions and proceedings to which the Board is a party, and the Village Attorneys' Office is further authorized to appear before the Board of Appeals of the Village of East Hampton as an advocate on behalf of the Village of East Hampton.

RESOLUTION #587-2023: RESOLVED, that Susan Steckowski be and is hereby authorized, empowered and directed to notify the New York State Employees Retirement System and the Suffolk County Civil Service Department that during 2023/2024 fiscal year the Village Administrator, the Treasurer and Mayor Jerry Larsen, may sign all payrolls for the Village of East Hampton.

RESOLUTION #588-2023: RESOLVED, during the 2023/2024 fiscal year, the following individuals are authorized to access the payroll production system: Mayor Jerry Larsen, Marcos Baladrón, Dominique Cummings, Susan Steckowski and Rhona Plinton.

RESOLUTION #589-2023: RESOLVED, that the Comptroller and/or Village Attorneys be and hereby are authorized to obtain, within budgetary limits, an appraisal or update thereof of any Village property be it real or personal; and be it further
RESOLVED, that the Village Treasurer and the Village Administrator be and hereby is authorized to obtain, within budgetary limits, actuarial services.

- RESOLUTION #590-2023:** RESOLVED, that the responsibility for administration of the investment program of the Village of East Hampton is delegated to the Village Administrator and the Village Treasurer, to invest monies, designate banks and/or trust companies as depositories of the Village of East Hampton, and hereby be authorized to contract for the purchase of investments or establishing any bank or trust accounts, and be it further RESOLVED, that the current Investment Policy and cash management policy are hereby adopted and ratified.
- RESOLUTION #591-2023:** Authorizing the Village Administrator to invest all funds of the Village of East Hampton for the 2023/2024 fiscal year pursuant to law.
- RESOLUTION #592-2023:** RESOLVED, that the following banks or trust companies operating within the Village of East Hampton be and they are hereby designated as depositories of Village of East Hampton funds for the 2023/2024 fiscal year: Dime Bank, Chase Bank, MBIA (NY Class) and Wells Fargo (LOSAP) and be it further RESOLVED, that the Mayor is authorized to enter into agreements with the above banks and trust companies, and to amend such agreements from time to time, which agreements provide for the ordinary and necessary banking service incident to acting as a depository; and be it further RESOLVED, that the Mayor is authorized to enter into agreements with the banks and trust companies designated by the above-mentioned financial institutions to serve as a custodial bank holding collateral to secure deposits of Village of East Hampton funds held by these institutions; and be it further RESOLVED, that the preceding paragraphs be made part and parcel of the Investment Policy for the Village of East Hampton.
- RESOLUTION #593-2023:** WHEREAS, the Village of East Hampton enters into numerous professional services agreements, public works and purchase contracts; and
- WHEREAS, during the course of performance of some of those contracts it is necessary to execute amendments, modifications and change orders within the scope of construction/services and when time is of the essence:
- NOW, THEREFORE, on motion of Trustee _____, seconded by Trustee _____, be it
- RESOLVED, that the Mayor be and hereby is authorized to execute amendments, change orders and/or modifications to professional services agreements, public works contracts and purchase contracts that in total do not exceed 10% of the total contract price.

RESOLUTION #594-2023: Adopt procurement policy. (no changes from current policy)

PROCUREMENT POLICY OF THE INC. VILLAGE OF EAST HAMPTON

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid, and

WHEREAS, comments have been solicited from all officers in the VILLAGE OF EAST HAMPTON involved in the procurement process, now, therefore, be it

RESOLVED, that the VILLAGE OF EAST HAMPTON does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

PROCUREMENT POLICY FOR THE VILLAGE OF EAST HAMPTON

Section 1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000.00 and public works contracts under \$35,000.00; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and county contracts; and surplus and second-hand purchases from another government entity.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

As permitted by Section 103 (16) of the General Municipal Law, the Village is authorized to purchase goods and services (exempt from competitive bidding) through the use of contracts that are let by the United States or any agency thereof, any state or any other political subdivision or district therein (also known as "piggybacking") so long as the contract was bid in accordance with the provisions of General Municipal Law Section 103. Also pursuant to GML Section 103, the Village is authorized to purchase from purchasing cooperatives upon approval by resolution of the Board of Trustees to join said purchasing cooperative.

Section 2. All goods and services will be secured by use of written request for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000.00 and public works contracts over \$35,000.00; goods purchased from agencies for the blind or severely handicapped pursuant to section 175-b of the State Finance Law; goods purchased under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of the policy:

RESOLUTION #594-2023 (continued)
PROCUREMENT POLICY OF THE INC. VILLAGE OF EAST HAMPTON

Section 3. A. General:

All vendors must be approved by the Administrator's office prior to the placement of any orders.

1. Purchase orders must be obtained for all expenditures exceeding **\$1,000.00**. Expenditures shall be defined as goods, materials, and services or any combination thereof.
2. All purchase orders must sufficiently detail the item or items to be purchased. All purchase orders must be approved by the Village Administrator and Department head before incurring the expenditure.
3. Only department heads and members of the Board of Trustees may submit purchase orders.
4. Any willful attempt to bypass the purchase order policy as stated herein shall be noted and brought to the attention of the Board of Trustees. Particular attention shall be paid to avoid splitting purchases of like materials so as to avoid exceeding the purchase order limits established herein.

B. Written Estimates:

Two or more estimates (quotes) must be obtained for all purchases of materials in excess of **\$2,000.00**. All purchase orders involving labor must comply with this policy regarding written estimates. All written estimates should be attached to the purchase order at the time of submission. Purchases made from approved State, County or local bids are not required to obtain any additional written estimates but are still required to obtain purchase orders.

C. Exemptions:

1. The following expenditures are exempt from the purchase order requirement:
 - a. Employee travel expenses for overnight travel, which have been approved by the Village Board.
 - b. Reimbursement of petty cash funds.
 - c. Utility bills: PSEG, Telephone/Internet/Media service provider, Suffolk County
 - d. Interdepartmental charges; for example, water billings, gas billings, vehicle repairs, etc.
 - e. Medical examinations, veterinarian fees, insurance claims (medical and workers' compensation), medical insurance premiums.
 - f. Legal advertising and public notices in publications as required by law.
 - g. Postage meter cost.
 - h. Labor or services provided by Village employees.
 - i. Credit card statements (Resolution #4-2021; Credit Card Use & Policy Allow payment outside of warrant to avoid late charges, adopted **1-7-21**)

RESOLUTION #594-2023 (continued) PROCUREMENT POLICY OF THE INC. VILLAGE OF EAST HAMPTON

D. Emergency Provisions:

This policy and related policies established by the Board of Trustees may be waived under emergency conditions. Emergency conditions include but are not limited to the following:

1. Civil defense emergency, fire, hurricane, or severe storm conditions.
2. Stranding of marine mammal.
3. Circumstances that might imperil public health or public safety.

Under emergency conditions, any Village employee or official compelled to incur an expenditure that would ordinarily require a purchase order may incur same provided he or she documents said emergency and the necessity for such purchase. A purchase order shall be submitted after the emergency has subsided.

4. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.
5. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurement for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the VILLAGE OF EAST HAMPTON to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the BOARD OF TRUSTEES shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following; services of an attorney; services of a physician, technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packing software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

104 Ocean Ave
East Hampton NY, 11937



www.easthamptonvillage.org

631.300.6986

RESOLUTION # 573 2023

JUL 5 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

To:

Marcos Baladron

86 Main Street

East Hampton NY, 11937

June 29th, 2023

I am writing this memo for board of trustee approval to request the promotion of Georgia Plankster to the rank of Lifeguard Lieutenant at a rate of \$21.00/hour effective 07/01/2023. As well as the following two beach staff members Jacen Sheades and Leo Schuman at the rate of \$13.00/hour with a start date of 06/30/2023.

Thank you in advance.

Drew

Beach Manager/Chief Lifeguard

104 Ocean Ave
East Hampton NY, 11937



www.easthamptonvillage.org

631.300.6986

To:

Marcos Baladron

86 Main Street

East Hampton NY, 11937

June 19th, 2023

Marcos, I am writing this memo requesting the following three staff members for Board of Trustee approval, Harper Craig and Aniela Bedini as lifeguards at the hourly rate of \$17.50. As per conversation with Deputy Mayor Minardi I request they be retroactively approved to the start date of June 18th, 2023. As per another conversation with Deputy Mayor Minardi I am also requesting Justin Zorbo be hired for the position of Lifeguard retroactively to June 22nd, 2023, at an hourly rate of \$20.00.

Thank you in advance,

DREW

Drew Smith

Beach Manager/Chief Lifeguard



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

One Cedar Street
East Hampton, NY 11937
Phone: (631)324-0777 * Fax: (631)324-0702
Michael J. Tracey, Chief of Police



SUBJECT: **Traffic Control Officers – New Hires**
DATE: June 27, 2023
FROM: Michael J. Tracey, Chief of Police
TO: Marcos Baladron, Village Administrator

RESOLUTION # 574 - 2023

JUL 5 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

I respectfully request the Village Board of Trustees hire the following individual as Traffic Control Officer for the 2023 Summer Season, effective June 30, 2023.

<u>Traffic Control Officers</u>	<u>Hourly Rate</u>
1. David Buitrago	\$ 17.00

cc: Mayor Jerry Larsen
Susan Steckowski, Payroll



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

One Cedar Street
East Hampton, NY 11937
Phone: (631)324-0777 * Fax: (631)324-0702
Michael J. Tracey, Chief of Police



SUBJECT: Traffic Control Employment
DATE: June 29, 2023
FROM: Michael J. Tracey, Chief of Police
TO: Marcos Baladron, Village Administrator

RESOLUTION #515 - 2023

JUL 5 2023

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

Effective this date, Sebastian Farez-Gordillo has been terminated as Traffic Control Officer with the Village of East Hampton. His last day of work for the Village was June 23, 2023.

cc: Susan Steckowski, Payroll



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



RESOLUTION # 516 - 2023

JUL 5 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: **PO Kenneth Brabant's Accumulated Time - Corrected**
DATE: June 20, 2023
FROM: Chief Michael J. Tracey
TO: Marcos Baladron, Village Administrator

To correct my memo of May 31, 2023, in reference to Retired PO Kenneth Brabant's accumulated time at the time of his retirement (May 29, 2023). The totals listed were incorrect. Listed below are the correct Accumulated Time totals and his retirement payout amount.

Current
Overtime: 15 Minutes
Holidays: 0 Days
Vacation Days: 41 Days
XDO Days: 2 Days
Sick Time: 406 Days*
*PBA Contract – max of 450 Days / 203 days Payout
(½ of 406 days)

TOTAL DAYS: 246 Days 15 minutes

Total Payout: \$ 163,755.94

cc: Mayor Larsen
Susan Steckowski, Payroll

**Inc. Village of
East Hampton DPW**

Memorandum

To: Marcos Baladron

From: David Collins 

Date: 6/26/23

Re: Accept proposal

RESOLUTION # 582 - 2023

JUL 5 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

Raynor group has twice solicited an RFP on the Villages behalf for the removal of the five-hundred-gallon underground waste oil tank at the DPW shop.

Currently, we have only received one response. I respectfully ask that the Board of Trustees accept the GM Dege Inc. proposal for \$13,700.00 to conduct the tank abandonment.

I have attached the quote and the Single / Sole source documentation (no other vendor response) as required.

The appropriate Suffolk County Health Department permit was applied for by the Raynor Group and is in place.



Est. 1961

• Service Station Construction • Tank Removals • Installation • Pump & Dispensers
• Electronic Tank Monitoring System • Tank Testing • Signs & Lighting • Lift Installation

147 West Avenue • Patchogue, NY 11772-3526 • Phone (631) 475-1450 • Fax (631) 475-1238
www.gmdege.com • gmdege@optonline.net

June 26, 2023

East Hampton Village DPW
172 Accabonac Road
East Hampton, NY 11937
Att: David Collins or David Jaycox

TANK CLOSURE PROJECT-RG PROJECT NO.3645

REMOVAL OF ONE (1) 550 GALLON UNDERGROUND DOUBLE WALL FIBERGLASS WASTE OIL TANK

G & M Dege, Inc. appreciates the opportunity to submit a proposal for the above referenced project. We are committed to surpassing our client's expectations with the highest quality of experience and workmanship while keeping the utmost safety in mind for our employees and the communities we work in. The following is a detailed scope of work G & M Dege, Inc is proposing. Please review and feel free to contact us with any questions you may have. **This estimate is based upon NYS prevailing wage including certified payrolls.**

1. Prepare and submit Work Plan prepared by Professional Environmental Engineer to Suffolk County Department of Health Services including tank removal permit application fee.
2. Coordinate inspection date and time with Suffolk County Department of Health Services and New York State DEC.
3. Remove and legally dispose of one (1) 550 gallon underground waste oil tank and associated piping and equipment.
Tank to be cut open, cleaned out, sludge removed and disposed.
4. Backfill tank excavation with RCA.
5. Clean up work area.
6. Tank removal to be observed by a New York State Licensed Professional Engineer per the requirements of Suffolk County Department of Health Services.
7. Obtain six (6) soil samples from tank excavation and analyze for SVOC and VOC's.
8. Prepare Tank Closure Report including analytical from soil sampling and submit to Suffolk County Department of Health Services for final approval.
9. Included in this estimate is the disposal of one (1) 55 gallon drum of sludge.
Any additional waste oil to be disposed will be billed as an extra.

G&M DEGE Inc.

Est. 1961

- Service Station Construction • Tank Removals • Installation • Pump & Dispensers
- Electronic Tank Monitoring System • Tank Testing • Signs & Lighting • Lift Installation

147 West Avenue • Patchogue, NY 11772-3526 • Phone (631) 475-1450 • Fax (631) 475-1238
www.gmdege.com • gmdege@optonline.net

Con't: East Hampton Village DPW

If contaminated soil and/or water exists in the excavation, the cost to remove and dispose of same, if required, is not included in this estimate.

G & M Dege, Inc. will have utility companies stake out location of underground utility lines prior to start of work using NY One Call Center.

G & M Dege, Inc. is not responsible for damage to or the repair of underground utility lines, conduit, drainage systems, waterlines, etc.

TOTAL ESTIMATE (Labor, Materials & Equipment) \$13,700.00
Tax Exempt

This estimate is valid for sixty (60) days.


Nancy Gallipoli-Barrie

GENERAL TERMS AND CONDITIONS

Acceptance of proposal – I have read this document and accept the price, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. G & M Dege, Inc. is authorized to perform the work as specified. Payment due upon receipt of invoice.

ACCEPTED BY: _____ TITLE: _____ DATE: _____

**DEPARTMENT OF FIRE PREVENTION
VILLAGE OF EAST HAMPTON**
1 Cedar Street East Hampton, N.Y. 11937
631-324-0763
FAX 631-324-0166

RESOLUTION # 583 - 2023

JUL 5 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kenneth Collum, Fire Marshal
DATE: June 29, 2023

SUBJECT: Upgrade software for the Fire Dept.

I would like to request the board approve the new software from Alpine software for \$45,324.50 This upgrade will replace the current Fire House software that is used by the Fire Marshal's office for inspections, permits, and fire reporting to the State. It will also replace the software used by the fire dept for LOSAP, training, inventory, repairs, and tracking member department requirements. This upgrade will also be used by the Fleet Manager for the repair and maintenance of Village equipment Fire, Police, Ambulance, and DPW.

Thank you,

Kenneth Collum.



RESOLUTION # 584 - 2023

JUL 5 2023

May 26, 2023
Mr. Marcos Baladrón, Village Administrator
Village of East Hampton
86 Main Street
East Hampton, NY 11937

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

**RE: Town Pond, East Hampton – Benthic Mat Permitting & Install Services
PWGC LP #: 23LP255 Rev 2
East Hampton Town Pond Benthic Mat Install (1/2 coverage)**

Dear Mr. Baladrón,

P.W. Grosser Consulting (PWGC) is pleased to present you with the following proposal to permit, purchase and install benthic mats to address invasive aquatic species at Town Pond, East Hampton for the Village of East Hampton. PWGC is proposing to prepare and obtain permits, purchase materials and supplies, and provide labor and equipment to install and relocate the mats one time and remove the mats in 2023, and provide reports documenting the mat installation and locations being treated.

This invasive species maintenance methodology has the potential to temporarily kill off invasive aquatic weeds in treated sections of the lake but requires regular maintenance to install and move the mats over time. This methodology has been selected, because other more aggressive methods, which have been discussed with the Village, to address aquatic invasive species may be limited or restricted at this location.

SCOPE OF SERVICES

The scope of services detailed is based upon PWGC's previous projects and discussions with the Village of East Hampton, discussions with NYSDEC and our understanding of constraints related to addressing aquatic invasive species at Town Pond. PWGC proposed to provide the following scope of services for this project:

TASK 1 – NYSDEC PERMITTING AND ENGINEERING SUPPORT SERVICES

PWGC will continue to coordinate with the Village and with NYSDEC, as requested, to finalize a plan and obtain permit approval to install benthic mats at Town Pond to address invasive aquatic plant species. Although the action is covered under NYSDEC General Permit GP-0-21-004, NYSDEC still requires an abbreviated application submittal package and review period for conditional approval. Based upon a discussion with the Village on June 27, 2023, it is understood that the Village will obtain the NYSDEC authorization and only minor assistance from PWGC will be required.

In addition to permitting approval, effort under this task will include coordination with the Village, preparation for attendance at public meetings, solicitation of vendor costs for benthic mat systems and other project coordination activities requested by the Village, some of which





has been taking place in preparation of this effort. Based upon preliminary conversations, it is anticipated that the mats will be purchased and installed in the Summer 2023.

PWGC will complete this task on a **time and materials basis with an initial budget of \$17,000.**

TASK 2 – INITIAL BENTHIC MAT INSTALLATION

PWGC will purchase and install benthic mats to cover approximately 25,500 ft² (~0.59 acres) of Town Pond's bottom, or approximately one-half of the footprint of the 1.17 acre Pond. Although the NYSDEC General Permit GP-0-21-004 conditional requirements allow for up to one-acre of area to be treated by the mats, PWGC proposes to treat one-half of the pond at a given time to reduce potential anoxic conditions caused by reduced vegetation growth and decomposition of the organic materials. This areas will need to be reviewed and approved by NYSDEC in advance and could change.

PWGC proposes to purchase and install up to 65 sections of 10'x40' Lake Bottom Blanket systems capable of covering 25,500 ft² of lake bottom. Initial set-up and installation is anticipated to take up to 4 days of field effort with a three man crew. The exact installation methodology and locations will be detailed in the work packet to be submitted to NYSDEC as part of Task 1.

Once PWGC delivers the mat systems, the Village of East Hampton will take ownership of the mats. Materials to be purchased for the project include 43 sections of 10' x 40' Lake Bottom Blankets and 585 pieces of 3/8" ten-foot-long rebar. The mat systems should be able to be used for numerous years and can be utilized in other waterbodies if desired.

Once installed, PWGC will provide a brief letter report with a site plan showing mat installation locations. These benthic lake mats must be removed or relocated within the lake every three months in accordance with the NYSDEC general permit.

PWGC will complete this task on a lump sum basis (includes material, equipment, materials, and labor to install) at a **fixed fee of \$45,000.** This estimate assumes that the mats can be installed within three days of field effort. This proposal estimate is good for 60 days from proposal date. Due to volatility in the supply chain market, if supplier's costs change (i.e. mats, rebar), the additional fees will be passed through to the client.

TASK 3 – BENTHIC MAT RELOCATION/REMOVAL EVENTS

These benthic lake mats must be removed or relocated within the lake every three months in accordance with the NYSDEC general permit. PWGC will provide equipment, materials, and labor to relocate the benthic mats systems within Town Pond as needed.

The benthic mats may be relocated using small boats (row boats and/or kayaks) or manual staff wading in the pond. Each relocation or mat removal event is anticipated to take up to three days of field effort with a three-man crew. The exact location schedule will be discussed and approved with NYSDEC prior to relocation.





Once relocated, PWGC will provide a brief letter report with an updated site plan showing mat relocation locations.

It is anticipated that the mats will be relocated once and then removed the first year with possible relocation schedule being June, August, and a November removal. Once removed, the mats system will be delivered to a Town Facility for storage for future applications.

PWGC will complete this task on a unit fee basis of \$15,000 per relocation event. It is assumed that the mats will be relocated/removed two times during the 2023 calendar year for a fee of \$30,000. This estimate assumes that PWGC staff can relocate the mats within two days of field effort.

This fee does not include purchase of additional mat systems or replacement of damaged mats.

COST SUMMARY

PWGC will perform the above referenced work in accordance with the scope outlined above. Costs to perform the scope will be invoiced monthly as detailed below:

Task #	Fee Basis	Task Subtotal
1 – Permitting and Support Services	T&M	\$17,000
2 – Initial Benthic Mat Installation	Lump Sum	\$45,000
3 – Benthic Mat Relocation Events	\$10,000/event x 2	\$30,000
Total Fee		\$92,000

If acceptable, please issue a purchase order for the amount indicated and PWGC will begin to purchase and store the materials for a summer2023 installation and work to obtain the required permits with NYSDEC. Installation dates will be dependent upon material delivery once ordered and paid for.

ASSUMPTIONS AND EXCLUSIONS

PWGC will perform the work in accordance with the attached terms and conditions. Services beyond the scope of this proposal will be performed on an hourly rate basis or a separate proposal will be prepared.

Thank you for the opportunity to propose this project. Please call if you have any questions or would like to discuss the project further. I look forward to hearing from you.

Regards,
P.W. Grosser Consulting, Inc.

Kris Almskog, PG
Senior Vice President





CLIENT	ATTN: Marcos Baladrón, Village of East Hampton
PROJECT SITE	Town Pond, East Hampton
PWGC LP#	23LP255 Rev 2

I acknowledge that I am an authorized representative of the company, that I have full responsibility to execute this proposal, and that payment based on current PWGC rates is due upon receipt of each invoice. I assume personal responsibility for payment of P.W. Grosser services.

Approved by _____
Signature Date

Printed Name, Company _____
Date

Please indicate where invoices should be sent for processing:

Name _____

Address _____

Email _____

Billing Instructions:

Purchase Order # _____

Date invoices must be received by to be included in current billing cycle: _____

Invoices will be submitted via email. Do you require a hard copy in the mail? [] Yes [] No

Please list any additional special instructions for billing:





CLIENT	ATTN: Marcos Baladrón, Village of East Hampton
PROJECT SITE	Town Pond, East Hampton
PWGC LP#	23LP255 Rev 2

2023 PWGC RATE SCHEDULE	
Category	Hourly
PRINCIPALS	
Senior Principals	\$300.00 - \$420.00
Principals	\$200.00 - \$300.00
PROJECT MANAGEMENT	
Senior Project Manager	\$160.00 - \$260.00
Project Manager	\$135.00 - \$210.00
HYDROGEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/ES)	
Professional (PG) Senior Hydro	\$170.00
Senior Hydro/ES	\$115.00 - \$130.00
Project Hydro/ES	\$95.00 - \$105.00
Field Hydro/ES	\$90.00
Senior Environmental Tech	\$100.00
Environmental Tech	\$85.00
ENGINEERING	
Senior Engineering Technician	\$175.00
Senior Engineer	\$145.00 - \$205.00
Project Engineer	\$130.00 - \$150.00
Staff Engineer	\$115.00
Senior Environmental Planner	\$140.00 - \$215.00
Environmental Planner	\$85.00 - \$110.00
GIS/CADD SERVICES/Civil 3-D/DRONE SERVICES	
US FAA Certified Remote Pilots	\$110.00
Senior Geospatial Geologist	\$130.00
CADD Drafter/Permit Coordinator	\$105.00
Senior GIS Analyst	\$105.00
GIS Analyst	\$90.00
OTHER SERVICES	
IT Services	\$110.00
Administrative Services	\$100.00





CLIENT	ATTN: Marcos Baladrón, Village of East Hampton
PROJECT SITE	Town Pond, East Hampton
PWGC LP#	23LP255 Rev 2

TERMS & CONDITIONS (2023)

Performance of Services: The Consultant P.W. Grosser Consulting Inc. shall perform the services outlined in the proposal provided with this Agreement. Engineering services will be provided by P.W. Grosser Consulting Engineer & Hydrogeologist, PC. The proposal is effective for 45 days.

Additional Services: For additional services not included above, PWGC will be compensated accordingly and based upon its most current rate schedule.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of \$0.00 with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. A surcharge of 3.50% will be imposed on credit cards which is not greater than our cost of acceptance.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages a result of such suspension caused by any breach of this Agreement by the Client.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant, and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

