

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
***LTV Studios, 75 Industrial Road, Wainscott, NY 11975**
Friday, October 20, 2023, 11:00 A.M.
(Revised 10.09.23)
* Please note location change

AGENDA

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PRESENTATIONS:

Hugh King
Appointment of Gabrielle McKay as Village Deputy Clerk

BOARD DISCUSSION:

Muchmore Lane Landscaping / Mike Bouker

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

Resolution #45-2023; Approve claim vouchers for the month of September.

Resolution #46-2023; Approve Warrants as listed:

#10	9/30/2023	GUARANTEES-SEPT'23
#11	9/30/2023	GEN FUND #2-SEPT'23
#12	9/30/2023	LOSAP-SEPT'23
#13	10/20/2023	GEN FUND #1-OCT'23
#14	10/20/2023	GEN FUND-WARRANT-OCT'23
#15	10/20/2023	CAPITAL FUND-OCT'23

Resolution #47-2023; Approve Budget Transfer Schedule #1, Reference #1, dated October 2023.

Resolution #48-2023; Approve minutes from meetings held on May 19th, June 16th, July 5th, July 31st, and August 9th of 2023.

Resolution #49-2023; Approve departmental reports.

Resolution #50-2023; Approve assigned funds.

Resolution #51-2023; Approve employment of Jacob N. Weinstein as an hourly employee with the Village's EMT-B Program at the hourly rate of \$28.00, effective immediately, pending completion of background check (*per October 12th, 2023 memo from Acting Chief Erickson*).

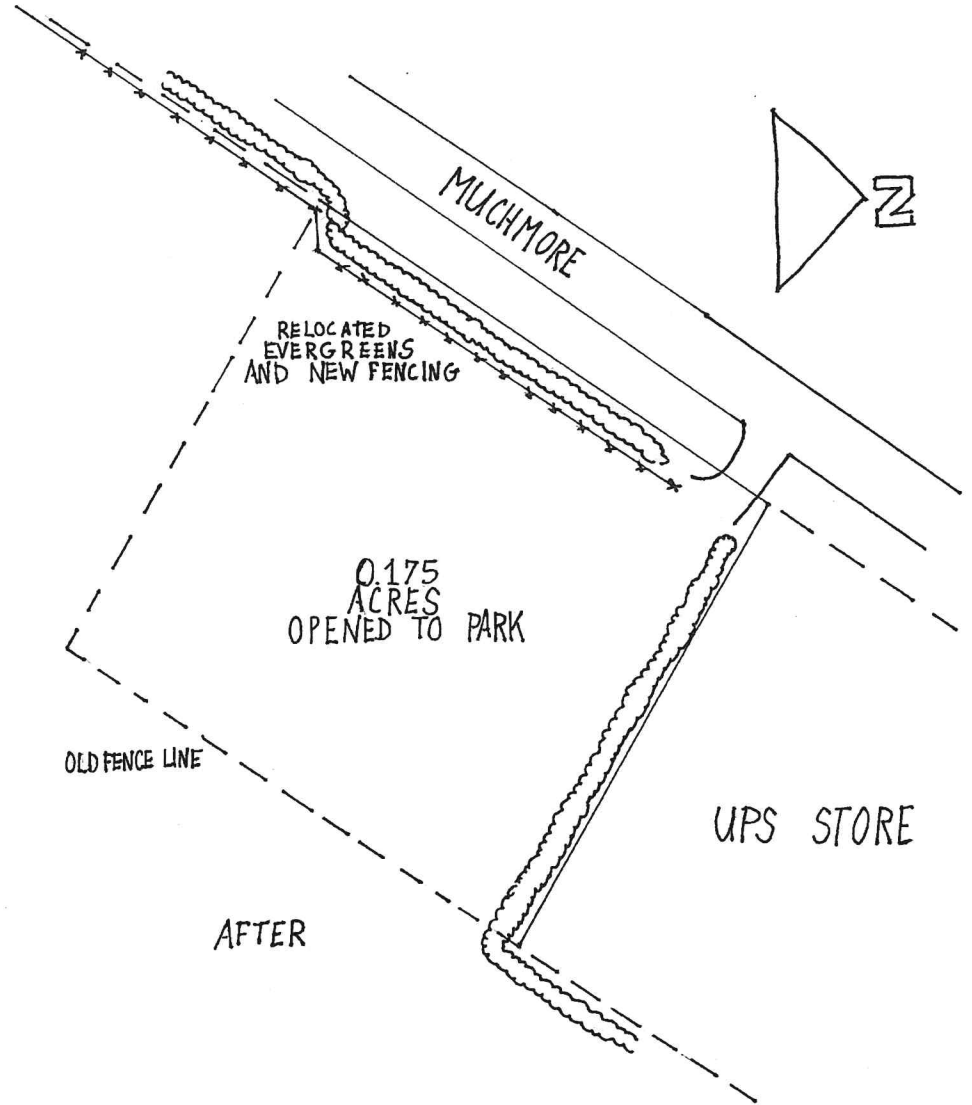
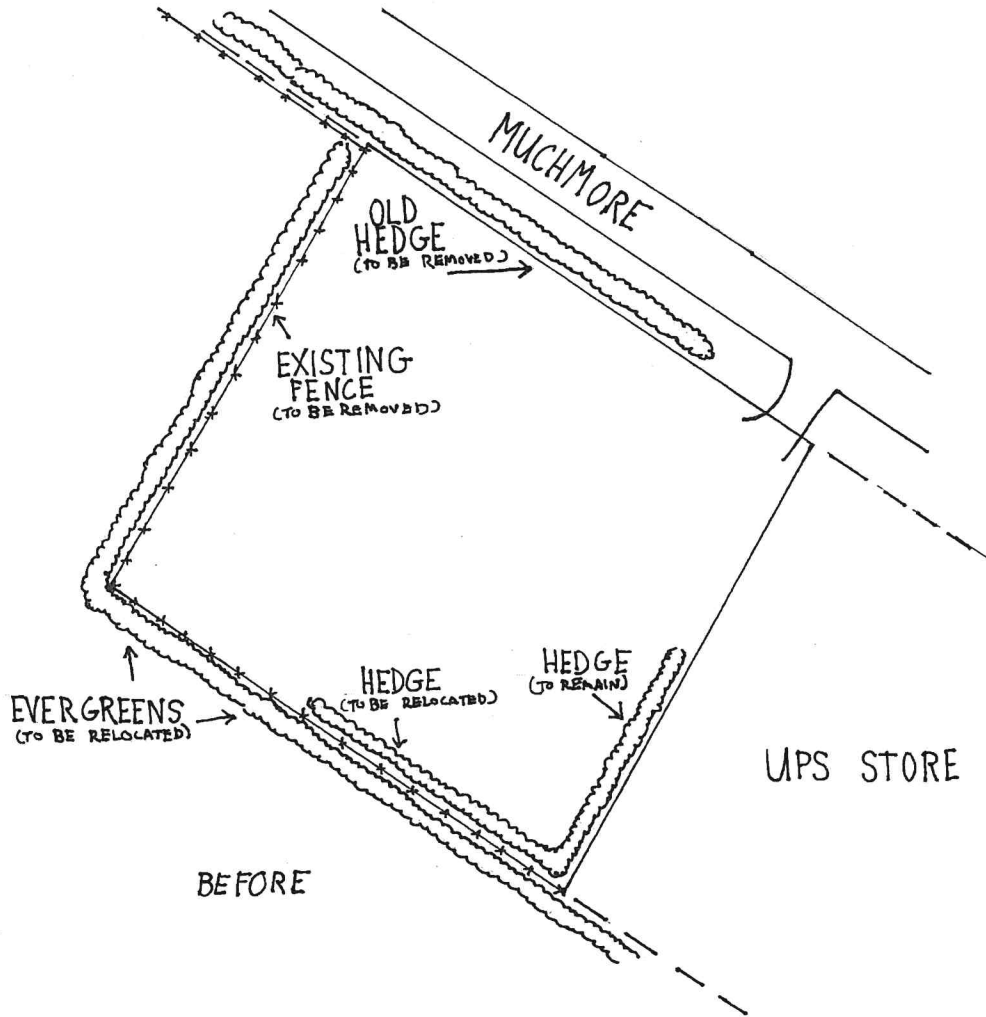
Resolution #52-2023; Approve Annual Maintenance/Service Contract (11/3/23– 11/2/24) with Mayday Communications in the amount of \$5,080 for the Emergency Radio Operations & Dispatch's audiolog voice recording system.

Resolution #53-2023; Approve the \$234,000 quote from Motorola Solutions and Integrated Wireless Technologies for an Aviat microwave link to replace the existing microwave uwave on the Village tower at 1 Cedar Street (*per July 26th, 2023 memo from J.P. Foster*).

- Resolution #54-2023;** Approve the \$5,783 of additional charges for changes to the new Pierce Fire Apparatus Mobile Command Van (Unit 411) for the Police Department, original purchase approved per Resolution #89-2021 (*per July 26th, 2023 memo from Acting Chief J. Erickson*).
- Resolution #55-2023;** Approve removal of the paper artifacts (accession numbers 16.2-25.2.780) from the storage area at Home Sweet Home Museum to place on display in the Long Island Room of the East Hampton Library.
- Resolution #56-2023;** Approve Change Order #13 for Herrick Park Phase I A Renovation Project from LandTek in the amount of \$31,047.25.
- Resolution #57-2023;** Approve Commercial Instrumentation Services vendor as the Village HVAC Contractor (*per October 12, 2023 memo from D. Collins*).
- Resolution #58-2023;** Approve correction to Resolution #26-2023 to remain in service, one (1) 2001 International 4300 Dump Truck #12 Vin# HTSCAAM71H342641, Asset# 001367 (*per October 5th, 2023 memo from D. Collins*).
- Resolution #59-2023:** Approve standardization on the purchase of semi-automated trash carts to be used at Various Village facilities (*per September 25th, 2023 memo from D. Collins*).
- Resolution #60-2023;** Deem as surplus and approve the sale (online by Auctions International) of a vehicle, equipment, parts and miscellaneous listed in David Collins October 1st, 2023 memo.
- Resolution #61-2023;** Approve the \$2,273 additional charges for changes to the new Fire Department Brush Truck (FD unit designation 9-1-10) with the vendor Firematic Supply Corp., original purchase approved Reso #57-2022 (*per Oct. 18th, 2023 memo from G. Turza*).
- Resolution #62-2023;** Deem surplus and decommission 1985 GMC Van, Vin# ending in 3506293, including generator, remanufactured engine and a/c unit (*per October 13th, 2023 memo from Acting Chief J. Erickson*).
- Resolution #63-2023;** Approve the purchase of one (1) 2023 Ford Interceptor Utility Police Vehicle from Nielsen Ford of Morristown, Negometrix Bid # 14712 at the total purchase price of \$65,550.82 (*per October 19th, 2023 memo from Acting Chief J. Erickson*).
- Resolution #64-2023;** Approve Museum Tour Guides Jonda Stilwell (\$20 an hour) and Francine Hanford (\$18 an hour) to work during winter months on a call-in basis at their current rates of pay, effective September 18th, 2023 to May 13th, 2024.
- Resolution #65-2023;** Approve the promotion of Michael A. Reid, Public Safety Dispatcher I to PSD II, effective November 1st, 2023, at an salary of \$117,919 (*per September 25th, 2023 memo from Acting Chief Erickson*).
- Resolution #66-2023;** Approve appointment of Gabrielle McKay as the Village Deputy Clerk at an annual salary of \$70,000, effective November 1st, 2023.
- Resolution #67-2023;** Approve employment of Devon G. Mansir as Automotive Mechanic I of the Department of Public Works effective November 1st, 2023 at a starting salary of \$70,000 (*per October 12, 2023 memo from D. Jaycox*).
- Resolution #68-2023;** Approve change in status to Exempt for listed members of the Department of Emergency Medical Service (EMS) (*per July 1st, 2023 memo from M. Mott*).

- Resolution #69-2023;** Approve change in status to Resigned for listed members of the Department of Emergency Medical Service (EMS) (*per July 1st, 2023 memo from M. Mott*).
- Resolution #70-2023;** Authorize dismissal of Ian Hoyt from the Department of Emergency Services (EMS)) (*per July 1st, 2023 memo from M. Mott*).
- Resolution #71-2023;** Notice to Bidders for the repair of the Emergency Services Building Public Meeting Room at 1 Cedar Street with the bid specs available on November 2nd, 2023 and the bid opening to be held on November 21st, 2023 at 2:00 pm at Village Hall.
- Resolution #72-2023;** Notice for public hearing to be held on November 17th, 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, regarding sanitary easement on 41-47 Main Street and 56-68 Park Place for septic system upgrade.
- Resolution #73-2023;** Notice for public hearing to be held on November 17th, 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #11-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 192 (Moratorium on Tennis Court & Pickleball Court Conversions) with an extension of 6 months.
- Resolution #74-2023;** Notice for public hearing to be held on November 17th, 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #12-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 35 (Officers and Employees) Article 1 Residency Requirement.
- Resolution #75-2023;** Notice for public hearing to be held on November 17th, 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #13-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 68 (Animals) Article 1 Dog Control.
- Resolution #76-2023;** Approve 2024–2025 Renewal Agreement with LTV.
- Resolution #77-2023;** Acknowledge the \$23,600 Grant Award from the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance (BJA) for the purchase of Livescan equipment.
- Resolution #78-2023;** Approve attendance of two (2) Village employees to attend the 2023 NYCOM Fall Training School in Lake Placid, New York.
- Executive Session :** Real Estate
Personnel
Legal

8 MUCHMORE



RESOLUTION # 49 - 2023

OCT 20 2023

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 Tracey, Captain Erickson, EHVPD

Date: October 2, 2023

Re: Monthly Report for SEPTEMBER 2023

Building Permits Issued (incl. 4 additional work):	15
Demolition Permits:	2
Limited Work Permit (septic):	2
SWPPP (storm water runoff mitigation):	2
Inspections Performed:	86
Certificate of Occupancies/ Compliance:	12
Updated Certificate of Occupancies:	6
Notice of Violations:	12
Stop Work Orders:	0
Sign Permits:	1
Yard/ Garage Sales:	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 SEPTEMBER 2023

- 146 Calls Dispatched for East Hampton Fire Department
 - East Hampton Village – 55*
 - Water District – 45*
 - NW Protection District - 45*
 - Mutual Aid - 1*
- 150 Calls Dispatched for East Hampton Village EMS
 - East Hampton Village – 50*
 - Water District – 60*
 - NW Protection District - 38*
 - Mutual Aid - 2*
- 127 Calls Dispatched for East Hampton Village First Responder
 - East Hampton Village – 41*
 - Water District – 52*
 - NW Protection District - 33*
 - Mutual Aid – 1*
- 918 Calls Dispatched for East Hampton Village Police Department
- 351 Calls Dispatched for East Hampton Town Police Department
- 470 Calls Dispatched for Sag Harbor Village Police Department
- 32 Calls Dispatched for Amagansett Fire Department
- 40 Calls Dispatched for Amagansett Ambulance
- 30 Calls Dispatched for Montauk Fire Department
- 74 Calls Dispatched for Montauk Ambulance
- 55 Calls Dispatched for Sag Harbor Fire Department
- 83 Calls Dispatched for Sag Harbor Ambulance
- 29 Calls Dispatched for Springs Fire Department
- 40 Calls Dispatched for Springs Ambulance
- 0 Calls Dispatched for Town Haz-Mat Team
- 2 Calls Dispatched for Ocean Rescue Team
- 15 Miscellaneous FD Events *
 - East Hampton – 6*
 - Amagansett – 3*
 - Montauk – 2*
 - Sag Harbor – 4*
 - Springs – 0*
- 18 Miscellaneous EMS Events *
 - East Hampton – 2*
 - Amagansett – 1*
 - Montauk - 11*
 - Sag Harbor – 2*
 - Springs - 2*
- 1,091 911 Calls Received
- 3,295 7-Digit Telephone Calls Received / Placed
- 122 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): 36.25 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):
68.5 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 SEPTEMBER 2023

(Codes 030 -693)

- 37 Aided Cases
- 75 Alarms Answered by the Patrols
- 7 Arrests Made by the Department
([2] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)
- 17 Assists to Disabled Motorists
 - Beach Patrol – 11 hours
 - Building Check – 58 hours
- 0 Child Safety Seat Inspections
- Door Checks – 60 hours
- 3 Doors Found Open by the Patrols
- 2 Escorts
- 0 Fingerprinting
- Foot Patrol – 0 hours
- 29 Motor Vehicle Accidents
- 139 Traffic Summonses Issued
(54 Speeding Summonses Issued)
- 3 Village Code Summonses Issued
(0 Animal on Beach Summonses Issued)
(0 Sign Summonses Issued)
- 232 Village Parking Summonses Issued

Complaints Investigated:

Cases Received: 9
Cases Closed: 7

Paperwork Received from Court:

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

MONTHLY GASOLINE USEAGE

September Gasoline total not received at time report submitted.

PERSONNEL

Total Hours of Overtime Worked:

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181):* 50.75 Eight-Hour Shifts
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190):* .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):* 75.75 Eight-Hour Shifts

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



VILLAGE OF EAST HAMPTON DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT SEPTEMBER 2023 MEETING

SUMMER DAILY ROUTINE:

- Trash collection 7 days a week
- Policing of public areas and road shoulders
- Sidewalks blown Thursdays weather permitting.
- Saturday & Sunday litter patrol ½ crew alternating weekends 1.5hrs
- Mowing
- Weekly Ball field grooming

SHADE TREES:

BUSINESS DISTRICT:

- Weeding / mulch tree enclosures deadheading of flower boxes.
- Watering of plants.
- Banners as needed.
- Greener mowers in service 86 Main & 88 Newtown.

ROAD SURFACE:

- Sweeping twice weekly
- Stop lines painting.
- Crosswalks painted.

MISCELLANEOUS:

- Storage project completed.
- Pond Cleaning
- Night trash collection (PT employee)
- Moving sand & towers for Lifeguards.
- Split rail damage repaired.
- Mill Rd rock wall repaired (masons)
- Fithian Ln rock walls (2) repaired (masons)
- Davids Ln culvert walls (2) repaired (masons)
- Concrete block clean out pit DPW rebuilt (masons)
- Leveling of shop floor completed (contractor)
- Three new overhead doors DPW garage completed (contractor)
- Set up Artist and Writers.
- Mark out field for Author's night.
- Paint overflow lot lines.

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**

FACILITIES:

- Structure failure ES building cont.
- Various plumbing cooling electrical issues addressed. (Contractors)
- Weekend Public Bathroom cleaning (contractor)
- Sea spray maintenance routine (Staff)
- Boiler inspection faults addressed. (contractor)
- Sea Spray Health Dept inspection completed.

Road Opening Permits issued prior month: 16 110YTD
Denied prior month:
Violation Found

Solid waste collected in August:

Trash	46.39 (Wednesdays are based on average daily totals)	199.67YTD
Brush / Wood	10.72 (does not include disposal at private facilities)	92.61
Other Debris	1.49	57.48

Fuel Usage August: Diesel 565.26 Gasoline 1219.19



David Collins Superintendent



**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 # 51 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: **Part-Time EMT-B Employment**
DATE: October 12, 2023
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 an Hourly employee with the Village's EMT-B Program, effective immediately, pending completion of her background check.

<u>EMT-B</u>	<u>Hourly Rate</u>
Jacob N. Weinstein	\$ 28.00

cc: Mayor Gerard Larsen
Susan Steckowski, 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 #52 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: **Service Plan / Annual Maintenance – Mayday Communications**
DATE: October 11, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

I respectfully request the Board of Trustees approve the Annual Maintenance / Service Contract on our Audiolog Voice Recording System with Mayday Communications in the amount of \$5,080.00, Contract period – November 3, 2023 through November 2, 2024 12:00 AM.

cc: Mayor Jerry Larsen



**EAST HAMPTON VILLAGE
EMERGENCY COMMUNICATIONS**

One Cedar Street
East Hampton, NY 11937
Phone: (631)324-0777 * Fax: (631)324-5502
Michael J. Tracey, Chief of Police



July 26, 2023

To: Marcos Baladron, Village Administrator

RESOLUTION # 53 - 2023

From: PSD3 James P. Foster

OCT 20 2023

Quote for Capital Microwave Link Project (Motorola)

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

Please see attached quote to replace the Microwave (Uwave) from our tower behind HQ linking us direct with the Town of East Hamptons Prime Radio Site at 159 Pantigo Road. The current system has met its end of life timeframe (it is approximately 10 years old). It is my recommendation (along with IWT and Ed Schnell) that we replace this unit as soon as possible as we do not know when it may fail.

This item needs a fair amount of lead-time due to the sourcing of equipment.

Please let me know if you have any questions.

cc: Dominique Cummings, Treasurer



Proposal

Village of East Hampton, NY

Microwave Link

July 20, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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July 20, 2023

Village of East Hampton Police
1 Cedar Street
East Hampton, NY 11937

Subject: Microwave Project

Dear PSD3 JP Foster:

Motorola Solutions, Inc. ("Motorola") and Integrated Wireless Technologies (IWT) are pleased to have the opportunity to provide the Village of East Hampton with quality communications equipment and services. The Motorola/IWT project team have taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes an Aviat microwave link to the Village of East Hampton. The link will be between 1 Cedar Street and Pantigo Road, and will replace the existing East Hampton Village Cambium link.

This proposal consists of this cover letter, SOW and Pricing Summary. Terms and prices are quoted from the New York State Contract: PT68722. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The Village of East Hampton may accept the proposal by delivering a purchase order to Motorola or Integrated Wireless Technologies (IWT). Alternatively, Motorola and IWT would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, David Dutches, at 973-508-2873, or IWT Account Executive, Andrew Hintze at 631-767-9331.

We thank you for the opportunity to furnish the Village of East Hampton with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Roy Kirchner
MSSSI Vice President
Motorola Solutions, Inc.

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Section 3

Pricing	Error! Bookmark not defined.
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Section 1

System Description

1.1 Overview

The Village of East Hampton has requested a microwave quote to link the existing sites of 1 Cedar Dispatch and the Prime Site. All equipment and services have been included in our proposal to implement this link.

This proposal includes:

- Aviat 18 GHz ODU 600V2 radios with Eclipse INUEs
- MW Dishes
- Eltek Components
- Nokia SAR Routers

1.2 Solution Description

The microwave link from 1 Cedar Dispatch to Prime Site is 0.62 miles long and will be configured for 18 GHz. The path will have 1-foot dishes at both ends. Both sites will get the Aviat 18 GHz ODU 600V2 radios with Eclipse INUEs.

An Eltek Flatpack system has been proposed for Cedar Dispatch. This includes the Flatpack Intrepid controller, rectifiers, breakers and AC input.

A single Nokia SAR-Ax router has been quoted.

1.3 Preliminary Path Analysis

Attached is a preliminary path analysis.

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the Village of East Hampton (East Hampton Village) to provide and install an Aviat microwave link. The link will be between 1 Cedar Street and Pantigo Road, and will replace the existing East Hampton Village Cambium link. The tasks described herein will be performed by Motorola Solutions, its partner Integrated Wireless Technologies (IWT), and East Hampton Village to implement the solution described. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and East Hampton Village during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for both Motorola Solutions and East Hampton Village.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.2 Assumptions

Motorola Solutions has based the system design on information provided by East Hampton Village and an analysis of their system requirements. Assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to East Hampton Village, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola Solutions will reuse existing space, HVAC, backup power (generator - if required), outlets, grounding, lighting, fire suppression and cabling facilities for the equipment room per Motorola Solutions' R56 specifications.

2.3 Motorola Solutions General Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.

- Conduct project kickoff meeting with Motorola, IWT and East Hampton Village to review project design and finalize requirements.
- Perform a structural analysis of the Cedar Street installation location to ensure adequate support.
- Ship equipment directly to the IWT for warehouse and inventory.
- Schedule the implementation in agreement with East Hampton Village.
- Deliver equipment to the site.
- Motorola Solutions will be responsible for the installation of all fixed equipment contained in the equipment list at the site where the physical facilities improvement is complete and the site is ready for installation. All equipment will be properly secured to the racks and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
 - Installation of racked equipment at both Dispatch and Prime.
 - Installation of dish antenna and associated cabling at both Dispatch and Prime.
 - Installation of a cable extension through the conduit and basement at Dispatch.
 - Physical alignment and calibration of panels.
 - Alignment and calibration of link.
 - System provisioning, testing and cutover.
- Remove any decommissioned equipment after cutover, including antennas and racked equipment.
- Bond the supplied equipment to the existing site ground system in accordance with Motorola Solutions' Standards and Guidelines for Communication Sites (R56).
- Resolve any punchlist items before project completion.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- One year warranty is included on the MPLS equipment. One year factory warranty is included on the Aviat microwave equipment.
- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Restrictions:

- Motorola Solutions assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola Solutions is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but

not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by East Hampton Village and documented through the change order process.

2.4 The Village of East Hampton Responsibilities

- Assign a Project Manager, as the single point of contact responsible for East Hampton Village-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which East Hampton Village is responsible.
- Coordinate the activities of all other vendors or contractors.
- Complete Hampton Village tasks according to the Project Schedule.
- Provide ongoing communication, regarding the project and schedule.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, if required.
- Any improvements identified as a result of the structural analysis are the responsibility of East Hampton Village.
- East Hampton Village is responsible for disposal of any decommissioned equipment.
- Provide a right of entry letter from the site owner for Motorola Solutions to perform the scope of work noted as being the responsibility of Motorola Solutions.
- Provide all required electrical work including any and all circuits required to provide power for the new equipment to be installed by Motorola Solutions.
- All HVAC upgrades, augmentations or replacements as might be required to provide adequate cooling of equipment in accordance with Motorola Solutions' R56 Standards and Guidelines.
- All grounding upgrades as might be required for conformance to Motorola Solutions' R56 Standards and Guidelines. To include supplying a single point system ground, of 10-ohms or less, to be used on all fixed equipment supplied under this proposal. Single point ground to be located within 10-feet of where new Motorola Solutions equipment will be installed.
- Ensure that all sites electrical systems are adequately surge protected.
- Ensure that there is adequate emergency power (DC Power, UPS and Generator) to support the Motorola Solutions equipment.
- Provide access to the sites as necessary.

2.5 Preliminary Project Schedule

A high level Schedule is provided in Table 2-1 below. The project will take approximately six (6) months. **The final schedule will be based on availability of materials and ship dates, which will be available after the orders are placed on the factory.** A final schedule will be developed and submitted to East Hampton Village when equipment ship dates have been received.

Table 2-1: Preliminary Schedule

ITEM	PROJECT MILESTONES	MONTH
1	Contract Signed	0
2	Contract Design Review	1
3	Order Entry Completed	2
4	Equipment Ships	4
5	FNE Installed/Cutover	5
6	Conditional Acceptance	6
7	Final System Acceptance	6

Section 3

System Estimate

Motorola estimates the system solution and services to be as follow:

Main System Offering

Description	Estimated Price
System Pricing Total on NYS OGS Contract	\$234,000.00

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

1. 25% of Contract Value upon completion of Customer Design Review;
2. 60% of Contract Value upon Shipment of Equipment;
3. 10% of Contract Value upon Installation of Equipment; and
4. 5% of Contract Value upon System Acceptance

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



**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 # 54 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: EHVPD Mobile Command Unit – Change Order
DATE: October 12, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

A handwritten signature in black ink, appearing to be "JE", with a long horizontal line extending to the right.

I respectfully request the Board of Trustees approve the change orders, totaling \$5,783.00, for the EHVPD Mobile Command Van (Unit 411). Attached is a memo from Gerard Turza and corresponding paperwork in reference to the Van.

cc: Mayor Jerry Larsen



VILLAGE OF EAST HAMPTON

Office of the

FIRE & EMS ADMINISTRATOR

To: Acting Chief Jeffrey J. Erickson

From: G. Turza Jr. 

Date: 10/12/2023

Re: Change Orders Unit 422

I respectfully request the acceptance and approval for change orders totaling \$5,783.00 for the EHVPD Mobile Command Unit 422. Said changes reflect upgrades to various system components and/ or necessary alteration of wiring and technology, as highlighted below;

- The change from the Incinolet, incinerator type toilet system to a traditional wet system necessitated the installation of water and waste tanks as well as a water heater.
- The SeaWatch Antenna system (model discontinued) was upgraded to the Winegard Antenna system to allow for greater off-air/ network capabilities. This also necessitated the use of different mounts and wiring.
- Three (3) Samsung 34" Ultrawide monitors were added to upgrade the specified smaller monitors. This allows the simultaneous use of multiple applications on the screens.
- A special monitor was required to support the Motorola Dispatch Console, as well as the installation of wiring necessary to accommodate the Motorola Dispatch Console.
- The additions of the new monitors necessitated the upgrade of the mounting brackets as well as the matrix switcher.
- The Cradlepoint wireless cellular router was upgraded to a current model that can accommodate FirstNet Wi-Fi capabilities. This also necessitated a different antenna system that is capable of handling 4G/ 5G cellular and Wi-Fi service.
- Three (3), 43" TV Monitors were substituted for the smaller specified models, as the configuration of the Conference Room was changed. One of the monitors was relocated to the front of the Communications work area. This also necessitated a different style mount.
- Three (3) additional radio antenna mounts and associated wiring were added to the command box to allow for contingencies and future use.

- The rear Conference Room was reconfigured to include a bench seat with storage underneath as well as the addition of power outlets. This allowed for more space in the room and enhanced functionality.
- The lighting system throughout the Command Box was upgraded to include red lights, to enhance night vision.
- The server rack was modified to include a slide out tray for the printer.
- Two (2) outlets were added to the I/O panel located in the driver side rear outer compartment.

This list summarizes the general upgrades that were made. In addition, a number of items were removed from the original specification. This was done in an effort to enhance the technology systems and allow for flexibility in planning for future capabilities of the vehicle, while at the same time, attempting to minimize cost overages.



“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

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: 13

RESOLUTION # 50 - 2023

Date: 09/19/2023

OCT 20 2023

Job: 30-01614 EAST26- Herrick Park Courts
 Herrick Park
 67 Newtown Lane
 East Hampton, NY 11937
 VILLAGE OF EAST HAMPTON
 BOARD OF TRUSTEES

Description: Additional Fence at North Side of Stop & Shop

Description	Quantity	Unit Price	Price
Furnish and install approximately 250' LF of 10' black chain link fence with privacy slats, tapering to 4' H fence near the north side of Stop & Shop.			
Town of Huntington - General Requirements Contract ES-2022-04/O-E			
Item #704-10 - 10' High Vinyl Coated Chain Link Fence	250.00 lf	\$85.00	\$21,250.00
Item #1000 - Additional Materials - Privacy Slats	2,997.50 ls+10%	\$1.10	\$3,297.25
Item #1002-01 - Miscellaneous Labor - Laborer	26.00 hr	\$115.00	\$2,990.00
Item #1002-02 - Miscellaneous Labor - Iron Worker	26.00 hr	\$135.00	\$3,510.00
		Subtotal:	\$31,047.25
		Total:	\$31,047.25

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

Approved by: _____

Print Name: _____

Date: _____

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

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE BID DOLLARS	EXTENDED BID AMOUNT DOLLARS
704-10	250	LF	10' High Vinyl Coated Chain Link Fence	85.00	21,250.00
1000	2,998	LS + 10%	Additional Material	1.10	3,297.25
1002-01	26	HR	Miscellaneous Labor - Laborer	115.00	2,990.00
1002-02	26	HR	Miscellaneous Labor - Iron Worker	135.00	3,510.00
			TOTAL:		31,047.25

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**

RESOLUTION # 57 - 2023

October 12, 2023

OCT 20 2023

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

Members of the Board of Trustees,

I request The Board of Trustees authorize the following vendor as our HVAC Contractor.

Commercial Instrumentation Services
681 Grand Blvd, Suite 7
Deer Park, NY 11729

We have been using CIS as our HVAC vendor under Suffolk County Contract ACR1022323P and are on a will call basis.

Authorization will enable the Treasure to draft a blanket PO to streamline accounts payable.

Respectfully,

David Collins
Superintendent of Public Works

Memorandum

To: DPW Staff

From: David Collins 

Date: 10/5/23

Re: Surplus item revision resolution 26-2023

RESOLUTION # 58 = 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

With regard resolution 26-2023 I request the board reverse 1 item on list of surplus equipment:

To keep in service (1) 2001 International 4300 dump truck #12 VIN# HTSCAAM71H342641

Asset# 001367

172 Accabonac Road
East Hampton, NY 11937



4-0641 • Fax 631-324-0566
v.easthamptonvillage.org

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

Board of Trustees
Inc. Village of East Hampton
86 Main St.
East Hampton, NY 11937

RESOLUTION # 59 - 2023

OCT 20 2023

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

September 25, 2023

Ladies and Gentlemen of the Board,

I request approval to standardize the semi-automated trash carts we use at various Village facilities.

Schaeffer B series waste & recycling cart model 95B (cl.grn.1) in color green.
Specifications can be viewed at [B.Carts \(schaeferwaste.com\)](http://B.Carts(schaeferwaste.com))

Respectfully,

David Collins
Superintendent of Public Works
Inc. Village of East Hampton
631-324-0641

172 Accabonac Road
East Hampton, NY 11937



4-0641 • Fax 631-324-0566
v.easthamptonvillage.org

RESOLUTION # 60 - 2023

VILLAGE OF EAST HAMPTON
DEPARTMENT OF PUBLIC WORKS

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES
10/01/2023

Board of Trustees
Inc. Village of East Hampton
86 Main St.
East Hampton, NY 11937

Ladies and Gentlemen,

I have found the following Item(s) surplus and no longer usable and of no value.
I respectfully request permission to deem surplus and of no value and authorize Auctions International to post in an online auction for disposal.

1	2014 Premier 12' tandem axel trailer vin# 5B5PS1228EH003980	Asset# none
1	1997 Star 10' single axel trailer vin# 4ZZFT1518VP000149	Asset# 0406
3	STIHL 7.9" Circular Saw blades NOS	
7	Cases (12ct) Tekpolymer PU140 400ml adhesive tubes and applicator.	
1	Couch	
1	Desk asset #610	
Lot	Misc. TIG welding supplies	
Lot	Assorted Tires	
1	Midland Two Way radio	
1	Havis portable flood light	
1	1998 International 4900 Truck #5 VIN#1HTSDAAN3WH554773	Asset#1653

Respectfully,

David Collins
Superintendent of Public Works



RESOLUTION # 61 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

VILLAGE OF EAST HAMPTON

Office of the

FIRE & EMS ADMINISTRATOR

To: M. Baladron

From: G. Turza Jr. 

Date: 10/18/2023

Re: Change Order Request for Brush Truck

Mr. Baladron;

Upon inspection of the new Brush Truck (FD unit designation 9-1-10), and after consultation with the vendor, Firematic Supply Corp., the Fire Department requests authorization for the following additional work;

1. Installation of expanded metal over the roof of the cab with two angled supports to provide enhanced protection of the cab structure. **\$825.00**
2. Installation of expanded metal to be attached to the front grill of the truck, to provide enhanced protection of the radiator. **\$698.00**
3. Installation of expanded metal behind the rear cab window to provide for potential breakage from branches/ equipment/ personnel. **\$750.00**

Total for changes- **\$2,273.00**

It is requested that the funding for these changes come from the FD Equipment Repair budget line (A3410231). These changes as well as the budgetary transfer have been endorsed by the Fleet Manager, as the anticipated repair liability is expected to be reduced this year due to the various warranties on the new apparatus. Please feel free to contact me with any questions. Thank you for your consideration.



**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 # 62 - 2023

OCT 20 2023

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

SUBJECT: Surplus Property – Police
DATE: October 13, 2023
FROM: Captain Jeffrey Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

I would like to have the following vehicle decommissioned and declared surplus property. The vehicle has been taken off the road.

1985 GMC Van, VIN ending 3506293

Items included in Van to be surplusd:

Generator – EHV ID # 2306

Remanufactured Engine – EHV ID # 1427

A/ C Unit – EHV ID # 3165

cc: Mayor Larsen
David Jaycox, Fleet Manager



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: Vehicle Purchase
DATE: October 19, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

RESOLUTION # 63 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

I respectfully request permission from the Board of Trustees to purchase the following vehicle for a total amount of \$65,550.82.

1.	2023 Ford Interceptor Utility (Nielsen Ford of Morristown - Negometrix Bid # 14712)	\$ 46,500.80
	Lighting Equipment and Installation (East Coast Emergency Lighting - Ontario Co Contract B22050)	\$ 17,200.02
	Lettering and Graphics (East End Sign Design)	\$ 1,850.00
	TOTAL:	\$ 65,550.82

This vehicle will replace Unit 412, which was involved in a motor vehicle accident.

cc: Mayor Gerard Larsen



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 # 65 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: **Promotion**

DATE: September 25, 2023

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

TO: Mayor Gerard Larsen, Jr.

I respectfully request that the Village promote PSD-1 Michael A. Reid to the position of PSD-2, effective November 1, 2023, at a salary of \$ 117,919.00 (FY2023-2024 PSD-2 Salary per the EHV Public Safety Dispatchers Agreement).

cc: Marcos Baladron, Village Administrator
Dominique Cummings, Treasurer
Susan Steckowski, Payroll



Memorandum

To: Mayor Larsen, Board of Trustees, Marcos Baladron

From: David Jaycox, Fleet Manager

Date: 10-12-23

Re: Hiring of new employee

RESOLUTION # 67 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Ladies and Gentlemen,

I am requesting approval to hire Devon G. Mansir as an Automotive Mechanic 1 at the starting annual salary of \$70,000.00 effective November 1st, 2023.

If you have any questions or concerns please feel free to contact me anytime.

Thank you,

David Jaycox



RESOLUTION # 68 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

East Hampton Village Emergency Medical Service

Membership Update 7.1.23

Members Choosing Exemption

Olger Araya
Barbara Borsack
Lisa Charde
Donna Collins
Joe Izzo
Anne Grabowski
Teresa Lawler
Dan Reichl
Sandra Vorphal

RESOLUTION # 69 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Members Resigning

Pablo Betancur
Paul D'Andrea
Sheila Dunlop
Andrew Hart
Randy Hoffman
Juliette Logie
Bess Rattray
Kathy Weiss

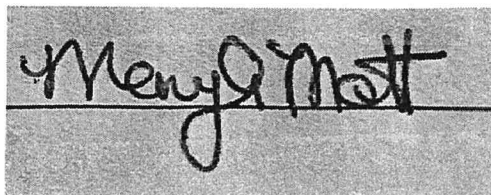
RESOLUTION # 70 - 2023

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Dismissed 7.1.23

Ian Hoyt



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
BOARD OF TRUSTEES

RESOLUTION # 72 - 2023

OCT 20 2023

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

RESOLUTION # 72-2023

Sanitary Easement

RESOLVED, that the Board of Trustees hereby authorizes the Village Administrator to publish and post the following Notice of Public Hearing:

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 17th day of November, 2023, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, East Hampton, New York, at which time all persons interested will be heard, pursuant to N.Y.S. General Municipal Law §247, with respect to the granting of a SANITARY EASEMENT to East Hampton Square Associates, LLC for property located at 41-47 Main Street, East Hampton, New York 11937 and 58-68 Park Place, East Hampton, New York (SCTM # 301-3-4-34) by the Village of East Hampton, over property located within the Reutershan Parking Lot, East Hampton (also known as 80 Park Place and designated on the Suffolk County Tax Map as # 301-3-4-33.002).

Dated:

By order of the
Board of Trustees of the
Inc. Village of East Hampton
By: Pamela J. Bennett
Village Clerk

EASEMENT AGREEMENT

This Easement Agreement, made this ___ day of _____, 2023 between the Incorporated Village of East Hampton, a municipal corporation of the State of New York with offices located at 86 Main Street, East Hampton, New York 11937 (hereinafter the "Village" or "Grantor") and East Hampton Square Associates, LLC, a domestic business corporation with offices located at 39 West 54th Street, New York, New York 10019 (hereinafter "Grantee");

WHEREAS, Grantee is the owner of a certain parcel of real property known and identified as 41-47 Main Street, East Hampton, New York, 11937 and 58-68 Park Place, East Hampton, New York, the premises more particularly identified on the Suffolk County Tax Map as lot # 0301-03.00-04.00-034.000 (the "Grantee Premises"); The Grantee Premises are more particularly described in Schedule "A", annexed hereto; and

WHEREAS, the Grantee Premises is adjacent to a parcel of real property owned and maintained by the Grantor for parking and other municipal purposes known and identified on the Suffolk County Tax Map as lot # 0301-03.00-00-04.00-033.002 (the "Grantor Premises"); The Grantor Premises are more particularly described in Schedule "B", annexed hereto; and

WHEREAS, the Grantor desires to grant an Easement over the Grantor Premises to the Grantee in the area described in Schedule "C", annexed hereto (the "Easement Area"); and

WHEREAS, sanitary structures and lines currently used and maintained by Grantee are located within the Easement Area; and

WHEREAS, Grantee wishes to make certain improvements to the existing sanitary structures and lines (the "Work") and to provide for their future maintenance and potential expansion; and

WHEREAS, the Work is more fully detailed and depicted on a certain site plan prepared by The Raynor Group, P.E. & L.S., PLLC last revised on July 18, 2023, the relevant portion of said site plan (the "Site Plan") being annexed hereto and made a part hereof as Schedule "D".

WITNESSETH:

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its heirs, successors and/or assigns an appurtenant easement in perpetuity, as set forth more fully in Schedule "C". The Easement shall permit the following to be done within the Easement Area pursuant to the following conditions:

1. Grantee shall have the right to maintain the existing sanitary structures and lines in their present location. It is understood and agreed that Grantee shall be solely responsible for all costs and expenses related to the maintenance of the existing sanitary structures and lines.

2. Grantee shall be permitted to perform the Work on the condition that the Work shall be completed during the off-season months only subject to a construction schedule to be pre-approved by the Superintendent of Public Works on fourteen (14) days' notice and on the condition that Grantor is provided with proof that Grantee or Grantee's agent or tenant has added the Village as an additional insured on its policy or policies of liability insurance which said liability insurance shall be maintained throughout the course of the Work in the minimum amount of \$5,000,000.00 dollars, combined single limit.
3. Any future work undertaken after the completion of the Work, such as replacement of sanitary structures or any expansion of the Work, but not including routine maintenance, shall be subject to the prior written approval of the Board of Trustees of the Village of East Hampton.
4. Grantee shall maintain the sanitary system at its sole cost and expense at all times and shall perform all work and all maintenance so that there is no interference with any other utilities located within the Easement Area.
5. Whenever any work, including but not limited to routine maintenance, is performed Grantee shall be liable at its sole cost and expense to promptly restore any portion of the Grantor Premises disturbed by such work or maintenance to its former condition to the reasonable satisfaction of the Grantor.

Grantee agrees to hold harmless, indemnify, and defend the Grantor against any and all claims, actions, demands, or expenses arising out of the Work, the installation, repair or maintenance of the Work or the sanitary system within the Easement Area.

The Village, its successors and assigns, retain the right to fully enjoy the Grantor Premises except for those purposes herein granted to Grantee.

This easement shall at all times be deemed a continuing covenant that runs with the land and shall be binding upon, and inure to the benefit of heirs, successors and/or assigns of all parties to this easement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written:

INCORPORATED VILLAGE OF EAST HAMPTON	EAST HAMPTON SQUARE ASSOCIATES, LLC
_____ By:	_____ By: John L. Eastman

Exhibit A



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A

AS TO PARCEL I:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of East Hampton, Town of East Hampton, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a point on the Northwesterly side of Main Street situate Southwesterly 255.89 feet from the intersection of said Northwesterly side of Main Street and the Southwesterly side of Newtown Lane;

RUNNING THENCE along said Northwesterly side of Main Street, South 49 degrees 00 minutes 40 seconds West, 95.39 feet to a point and premises of Marley;

THENCE along said last mentioned premises, North 49 degrees 46 minutes 00 seconds West, 151.78 feet to a point and premises of the Incorporated Village of East Hampton;

THENCE along the said last mentioned premises the following two (2) courses and distances:

1. North 49 degrees 00 minutes 40 seconds East, 118.55 feet to a point; and
2. South 40 degrees 59 minutes 20 seconds East, 150.00 feet to the point or place of BEGINNING.

PAGE 1 OF 4

Exhibit B



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

AS TO PARCEL II:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of East Hampton, Town of East Hampton, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a point which is the Easterly corner of the premises herein described on the Northwestern side of Main Street; said point being situate along the Northwestern side of Main Street from its intersection with the Southwesterly side of Newtown Lane;

1. South 49 degrees 00 minutes 40 seconds West, 249.89 feet to the point or place of beginning;

RUNNING THENCE from said point or place of beginning, along said Northwestern side of Main Street, South 49 degrees 00 minutes 40 seconds West, 6.00 feet to a point;

THENCE North 40 degrees 59 minutes 20 seconds West, 150.00 feet to a point;

THENCE South 49 degrees 00 minutes 40 seconds West, 118.55 feet to a point;

THENCE North 49 degrees 46 minutes 00 seconds West, 58.54 feet to a point;

THENCE North 58 degrees 47 minutes 30 seconds West, 124.60 feet to a point;

THENCE North 61 degrees 46 minutes 30 seconds West, 68.72 feet to a point;

THENCE South 29 degrees 13 minutes 00 seconds West, 23.47 feet to a point;

THENCE North 61 degrees 57 minutes 00 seconds West, 54.46 feet to a point;

THENCE North 29 degrees 09 minutes 30 seconds East, 300.00 feet to a point and said Southwesterly side of Newtown Lane;

PAGE 2 OF 4



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

THENCE along said Southwesterly side of Newtown Lane, South 61 degrees 57 minutes 00 seconds East, 50.00 feet as per Suffolk County Tax Map to a point;

THENCE as per Suffolk County Tax Map Southwesterly 130.00 feet to a point;

THENCE as per Suffolk County Tax Map along the arc of a curve, bearing to the right and having a length of 32.00 feet to a point;

THENCE as per Suffolk County Tax Map Southeasterly 27.00 feet to a point;

THENCE South 61 degrees 57 minutes 00 seconds East, 74.23 feet to a point;

THENCE North 29 degrees 18 minutes 20 seconds West, 150.04 feet to a point and said Southwesterly side of Newtown Lane;

THENCE along said Southwesterly side of Newtown Lane, South 61 degrees 57 minutes 00 seconds East, 6.00 feet to a point;

THENCE South 29 degrees 18 minutes 20 seconds East, 150.00 feet as pre Suffolk County Tax Map to a point;

THENCE South 61 degrees 57 minutes 00 seconds East, 128.12 feet to a point;

THENCE North 47 degrees 11 minutes 20 seconds East, 133.00 feet as per Suffolk County Tax Map to a point;

THENCE North 28 degrees 03 minutes 00 seconds East, 23.97 feet to a point and said Southwesterly side of Newtown Lane;

THENCE along said Southwesterly side of Newtown Lane, South 61 degrees 57 minutes 00 seconds East, 8.00 feet to a point;

PAGE 3 OF 4



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

THENCE South 46 degrees 30 minutes 30 seconds West, 6.32 feet to a point;
THENCE South 28 degrees 03 minutes 00 seconds West, 18.95 feet to a point;
THENCE South 46 degrees 30 minutes 30 seconds West, 120.46 feet to a point;
THENCE South 40 degrees 59 minutes 20 seconds East, 56.94 feet to a point;
THENCE South 49 degrees 00 minutes 40 seconds West, 24.00 feet to a point;
THENCE South 40 degrees 59 minutes 20 seconds East, 150.00 feet to the point or place of
BEGINNING.

PAGE 4 OF 4

Exhibit C

SCHEDULE C

DESCRIPTION OF SANITARY EASEMENT ON
SUFFOLK COUNTY TAX MAP DESIGNATION
DISTRICT 0301, SECTION 03.00, BLOCK 04.00, LOT 033.002
SITUATED AT VILLAGE OF EAST HAMPTON,
SUFFOLK COUNTY, NEW YORK

Description of all that certain plot, piece, or parcel of land, situate, lying and being in the hamlet of East Hampton, Town of East Hampton, County of Suffolk and State of New York, being the Sewage Disposal System Easement on lands of the Village of East Hampton, as shown on the Site Plan for the Sanitary Upgrade Project for 41-47 Main Street, said parcel being more particularly bounded and described as follows:

BEGINNING at a point at the northeasterly corner of the parcel about to be described, said point or place of beginning is located the following two (2) courses and distances from the point formed by the westerly line of Main Street (State Route 27) and the southerly line of Newtown Lane:

- 1) South 49°00'40" West, 351.28 feet to a point and
- 2) North 49°46'00" West, 151.78 feet to the point or place of beginning:

thence from said point or place of beginning, North 40°59'20" West, through lands now or formerly of the Village of East Hampton, the following three (3) courses and distances:

- 1) North 40°59'20" West, 53.33 feet,
- 2). North 49°00'40" East, 88.26 feet,
- 3). South 40°59'20" East, 53.33 feet to a point and lands now or formerly of East Hampton Square Associates LLC;

thence South 49°00'40" West, along last mentioned lands, 88.26 feet to the point or place of beginning and comprising an area of 4,709 s.f. be the same more or less.

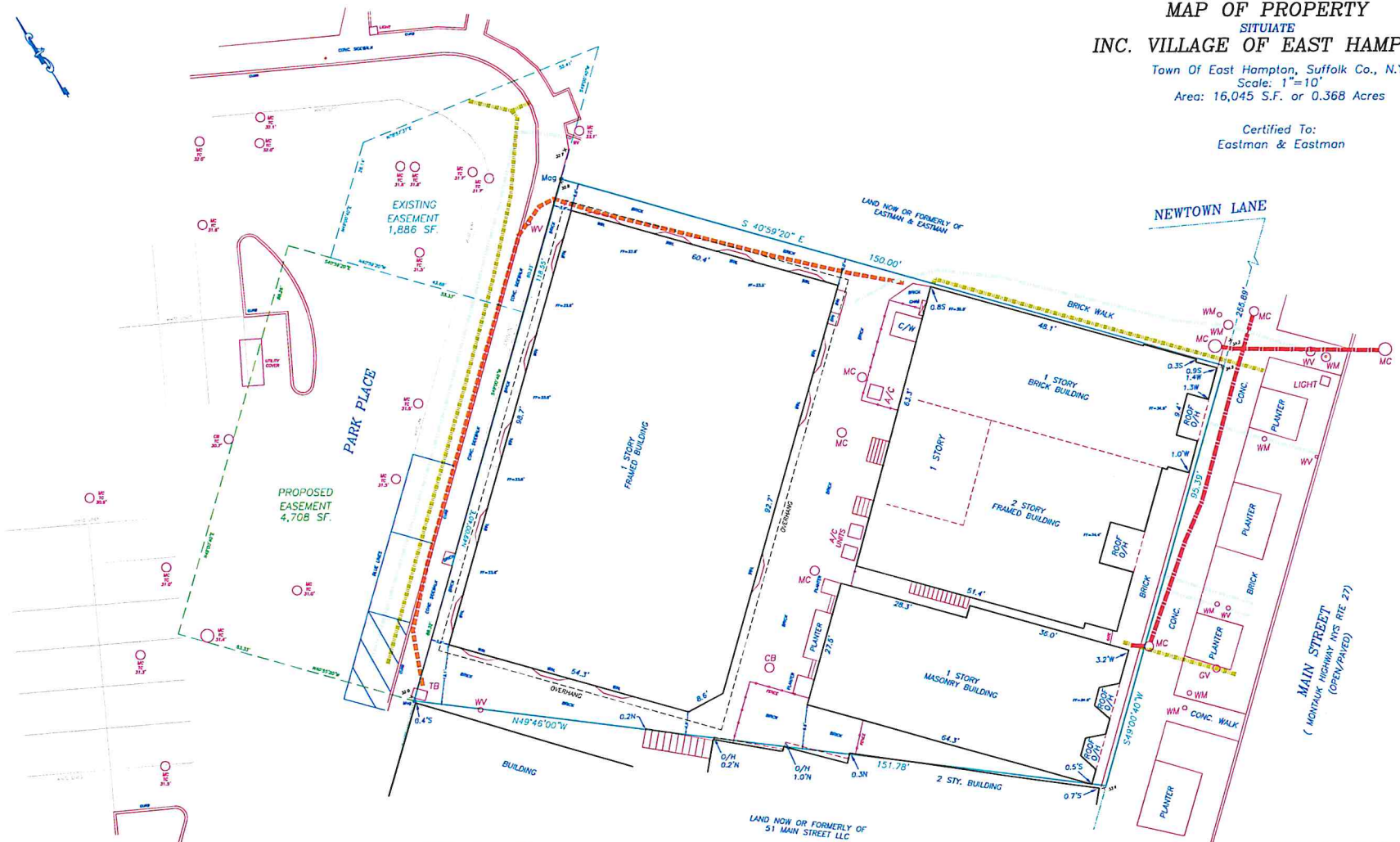
958 - 54
1045-60
1215-80
1230-32

DC14749
Kermit
A4809

MAP OF PROPERTY SITUATE INC. VILLAGE OF EAST HAMPTON

Town Of East Hampton, Suffolk Co., N.Y.
Scale: 1"=10'
Area: 16,045 S.F. or 0.368 Acres

Certified To:
Eastman & Eastman



- KEY**
- 11 SOLE
 - 12 BRICK
 - 13 BRICK
 - 14 CONC. FOUND.
 - 15 CONC. FOUND.
 - 16 CONC. FOUND.
 - 17 CONC. FOUND.
 - 18 CONC. FOUND.
 - 19 CONC. FOUND.
 - 20 CONC. FOUND.
 - 21 CONC. FOUND.
 - 22 CONC. FOUND.
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 - 25 CONC. FOUND.
 - 26 CONC. FOUND.
 - 27 CONC. FOUND.
 - 28 CONC. FOUND.
 - 29 CONC. FOUND.
 - 30 CONC. FOUND.
 - 31 CONC. FOUND.
 - 32 CONC. FOUND.
 - 33 CONC. FOUND.
 - 34 CONC. FOUND.
 - 35 CONC. FOUND.
 - 36 CONC. FOUND.
 - 37 CONC. FOUND.
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- BLUE LINE WATER
- ORANGE LINE GAS
- RED LINE ELECTRIC
- YELLOW LINE GAS
- WHITE LINE SEPTIC

NOTE
UNDEGROUND UTILITY LOCATIONS AS INDICATED BY SURVEIL, ARE APPROXIMATE LOCATIONS OF UTILITIES BASED ON THE ACTUAL LOCATIONS OF THE UTILITIES. THE QUALITY OF THE INFORMATION IS NOT GUARANTEED BY THE SURVEYOR. THE QUALITY OF THE INFORMATION IS NOT GUARANTEED BY THE SURVEYOR. THE QUALITY OF THE INFORMATION IS NOT GUARANTEED BY THE SURVEYOR.

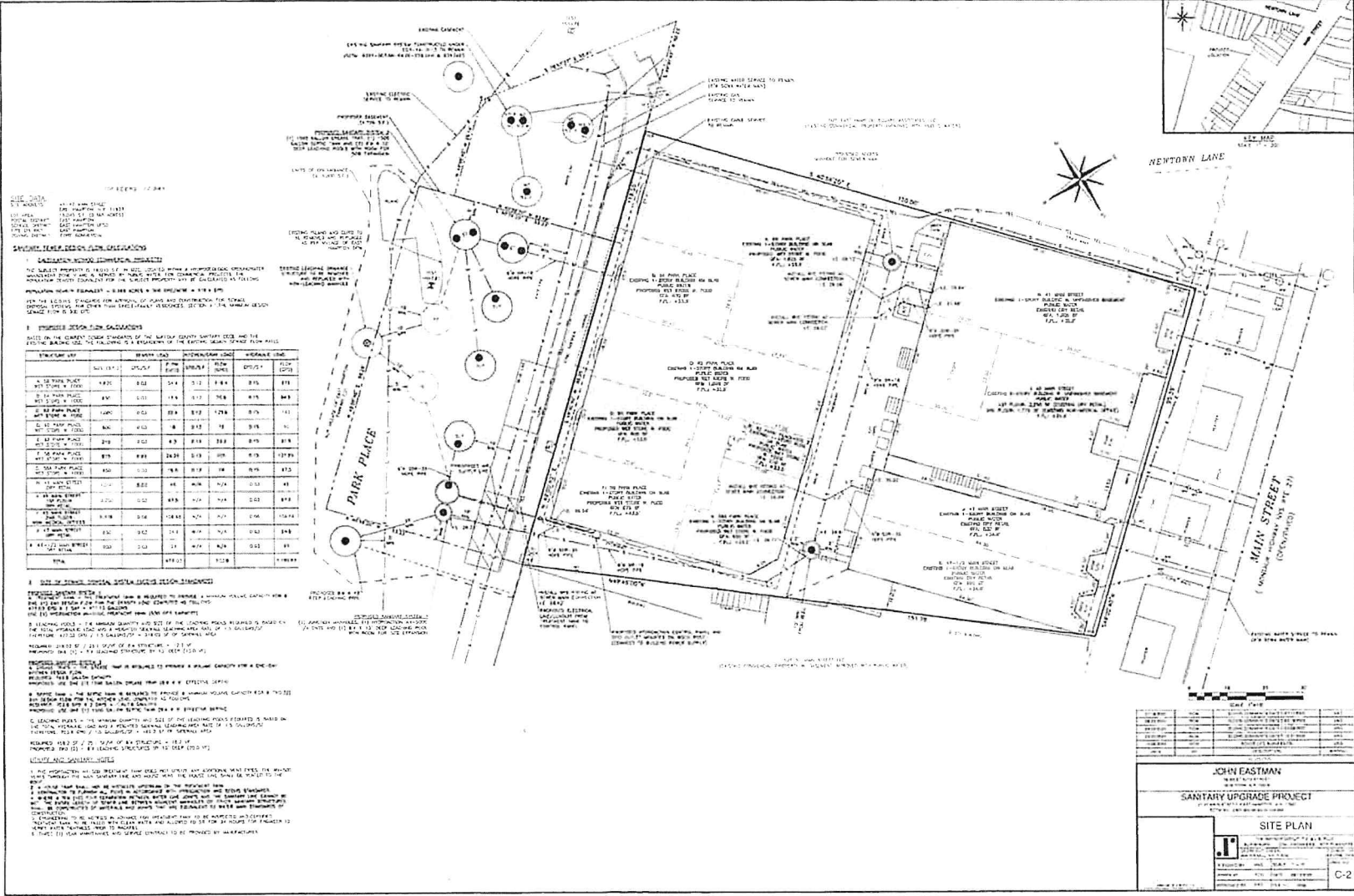
NOTES
1) Unsubstantiated information or omission in a survey may constitute a negligent omission under the provisions of section 7209 of the New York State Education Law.
2) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
3) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
4) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
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6) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
7) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
8) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
9) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.
10) The surveyor is not responsible for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies, or for the accuracy of any information or data provided by others, including but not limited to, utility companies, or other agencies.

Return NAVD 88
S.C.T.M. 0301-003-04-34

Revised: Aug. 16, 2023 - Update
Revised: Jan. 26, 2022 - Utilities, Elev's.
Revised: Dec. 6, 2006 - Building Type
Revised: Nov. 29, 2006 - Update Survey
Surveyed: January 4, 2002

GEORGE WALBRIDGE SURVEYORS, P.C.
Land Surveyors & Land Planners
300 Pantego Place - Suite 116
East Hampton, Long Island, N.Y. 11937
Phone: (631) 324-0412 Fax: (631) 324-9849
E-mail: info@walbridgesurveyors.com

Exhibit D



DATE: 10/20/2011
 PROJECT NO: 11-001
 SHEET NO: 1 OF 2
 DRAWN BY: J.E.
 CHECKED BY: J.E.

GENERAL NOTES:

1. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
2. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
3. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.

MANHOLE DATA:

MANHOLE NO.	DEPTH (FT)	DIAMETER (IN)	INVERT ELEVATION	OUTLET ELEVATION	FLOW RATE (GPM)
M-1	4.0	36	100.00	96.00	100
M-2	4.0	36	100.00	96.00	100
M-3	4.0	36	100.00	96.00	100
M-4	4.0	36	100.00	96.00	100
M-5	4.0	36	100.00	96.00	100
M-6	4.0	36	100.00	96.00	100
M-7	4.0	36	100.00	96.00	100
M-8	4.0	36	100.00	96.00	100
M-9	4.0	36	100.00	96.00	100
M-10	4.0	36	100.00	96.00	100
M-11	4.0	36	100.00	96.00	100
M-12	4.0	36	100.00	96.00	100
M-13	4.0	36	100.00	96.00	100
M-14	4.0	36	100.00	96.00	100
M-15	4.0	36	100.00	96.00	100
M-16	4.0	36	100.00	96.00	100
M-17	4.0	36	100.00	96.00	100
M-18	4.0	36	100.00	96.00	100
M-19	4.0	36	100.00	96.00	100
M-20	4.0	36	100.00	96.00	100
M-21	4.0	36	100.00	96.00	100
M-22	4.0	36	100.00	96.00	100
M-23	4.0	36	100.00	96.00	100
M-24	4.0	36	100.00	96.00	100
M-25	4.0	36	100.00	96.00	100
M-26	4.0	36	100.00	96.00	100
M-27	4.0	36	100.00	96.00	100
M-28	4.0	36	100.00	96.00	100
M-29	4.0	36	100.00	96.00	100
M-30	4.0	36	100.00	96.00	100
M-31	4.0	36	100.00	96.00	100
M-32	4.0	36	100.00	96.00	100
M-33	4.0	36	100.00	96.00	100
M-34	4.0	36	100.00	96.00	100
M-35	4.0	36	100.00	96.00	100
M-36	4.0	36	100.00	96.00	100
M-37	4.0	36	100.00	96.00	100
M-38	4.0	36	100.00	96.00	100
M-39	4.0	36	100.00	96.00	100
M-40	4.0	36	100.00	96.00	100
M-41	4.0	36	100.00	96.00	100
M-42	4.0	36	100.00	96.00	100
M-43	4.0	36	100.00	96.00	100
M-44	4.0	36	100.00	96.00	100
M-45	4.0	36	100.00	96.00	100
M-46	4.0	36	100.00	96.00	100
M-47	4.0	36	100.00	96.00	100
M-48	4.0	36	100.00	96.00	100
M-49	4.0	36	100.00	96.00	100
M-50	4.0	36	100.00	96.00	100

GENERAL NOTES:

1. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
2. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
3. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.

GENERAL NOTES:

1. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
2. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.
3. ALL SANITARY PIPING SHALL BE 150% OF THE DESIGN FLOW RATE.

JOHN EASTMAN
 SANITARY UPGRADE PROJECT
 SHEET NO. 1 OF 2
 DATE: 10/20/2011

SITE PLAN
 SCALE: 1" = 100'

PROJECT NO: 11-001
 SHEET NO: 1 OF 2
 DATE: 10/20/2011

958 - 54
1045-60
1215-80
1230-32

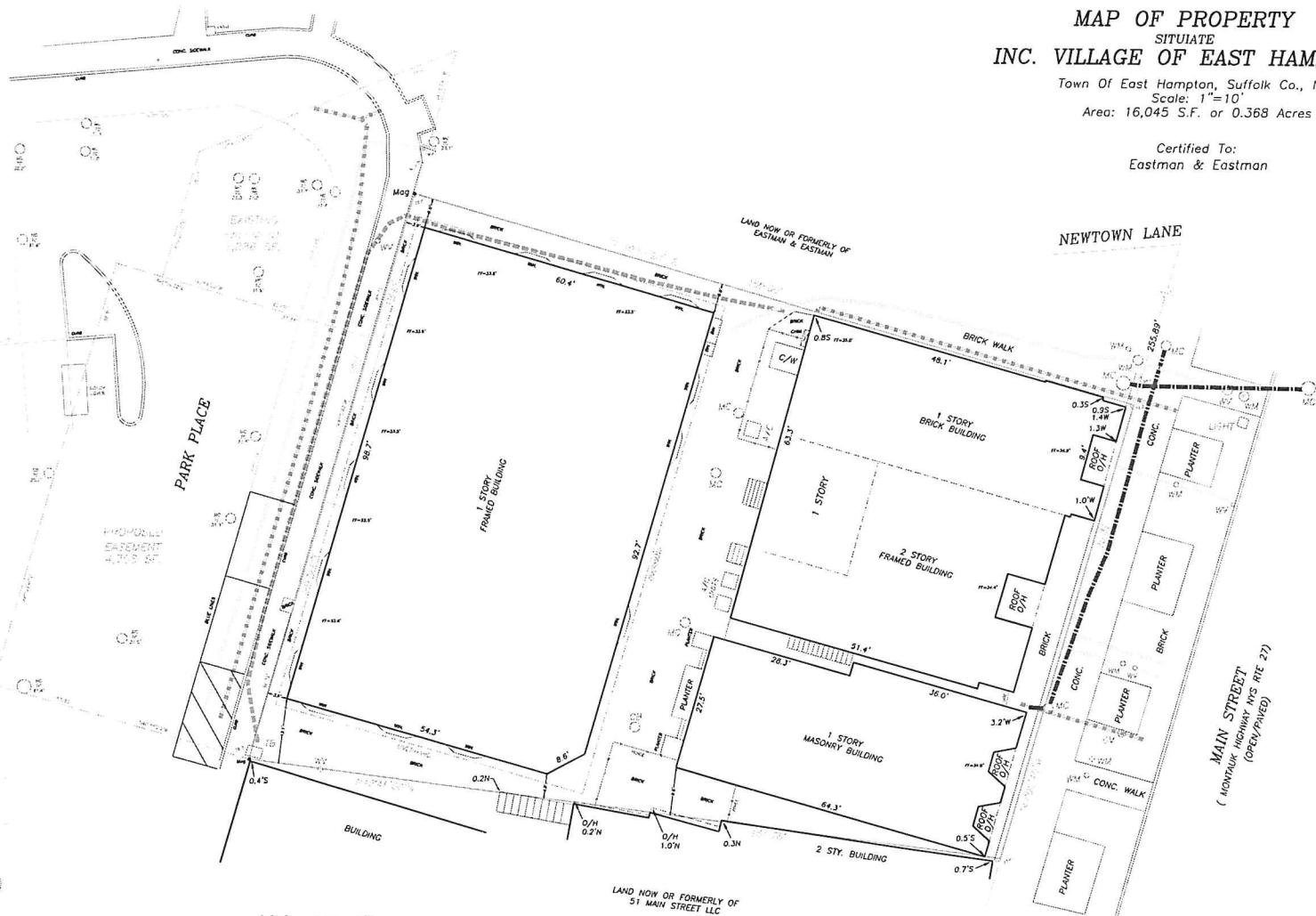
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MAP OF PROPERTY SITUATE INC. VILLAGE OF EAST HAMPTON

Town Of East Hampton, Suffolk Co., N.Y.

Scale: 1"=10'
Area: 16,045 S.F. or 0.368 Acres

Certified To:
Eastman & Eastman



KEY

BR	BRICK
CC	CONC. CORE
CD	CONC. CURB
CS	CONC. SIDEWALK
EM	ELECTRIC METER
EL	ELECTRIC WIRE
EP	ELECTRIC PANEL
EA	ELECTRIC SERVICE
ED	EDGE OF PAVED
EC	EDGE OF CLEARING
EW	ELECTRIC WIRE
EM	ELECTRIC METER
EP	ELECTRIC PANEL
EA	ELECTRIC SERVICE
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EA	ELECTRIC SERVICE
ED	EDGE OF PAVED
EC	EDGE OF CLEARING
EW	ELECTRIC WIRE
EM	ELECTRIC METER
EP	ELECTRIC PANEL
EA	ELECTRIC SERVICE

- NOTE:**
- 1) Unshaded areas are added to a survey map showing a building footprint, wall, or foundation as shown on the East Hampton Town Board of Supervisors Resolution of January 12, 2011.
 - 2) Only shown from the survey of this survey map showing an easement or interest in land or a right of way and shall be measured to the 5' mark.
 - 3) All dimensions are shown to the 1/4" mark.
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KEY

BLUE LINE	WATER
ORANGE LINE	COMMUNICATIONS
RED LINE	ELECTRIC
YELLOW LINE	GAS
WHITE LINE	SEWER

KEY

RED	ELECTRIC LINE
ORANGE	COM. UTIL. LINES
BLUE	POTABLE WATER LINES

Revised: Aug. 16, 2023 - Update
Revised: Jan. 28, 2022 - Utilities, Elev's.
Revised: Dec. 6, 2006 - Building Type
Revised: Nov. 29, 2006 - Update Survey
Surveyed: January 4, 2002

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Land Surveyors & Land Planners
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East Hampton, Long Island, N.Y. 11937
Phone: (631) 324-0412 Fax: (631) 324-9849
E-mail: info@walbridgesurveyors.com

SITE DATA:
 SITE ADDRESS 41-47 MAIN STREET
 EAST HAMPTON, N.Y. 11937
 LOT AREA 18,045 S.F. (0.418 ACRES)
 POSTAL DISTRICT EAST HAMPTON
 SCHOOL DISTRICT EAST HAMPTON UFSD
 FIRE DISTRICT EAST HAMPTON
 ZONING DISTRICT CORE COMMERCIAL

SANITARY SEWER DESIGN FLOW CALCULATIONS

1. **CALCULATION METHOD (COMMERCIAL PROJECTS)**
 THE SUBJECT PROPERTY IS 18,045 S.F. IN SIZE, LOCATED WITHIN A HYDROGEOLOGIC GROUNDWATER MANAGEMENT ZONE V AND IS SERVED BY PUBLIC WATER. FOR COMMERCIAL PROJECTS, THE POPULATION DENSITY EQUIVALENT FOR THE SUBJECT PROPERTY MAY BE CALCULATED AS FOLLOWS:
 POPULATION DENSITY EQUIVALENT = 0.388 ACRES X 300 CPG/ACRE = 116.4 CPG
 PER THE S.C.D.H.S. STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SEWER DISPOSAL SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES, SECTION 8.1, THE MINIMUM DESIGN SEWERAGE FLOW IS 300 CPG.

2. **EXISTING DESIGN FLOW CALCULATIONS**
 BASED ON THE CURRENT DESIGN STANDARDS OF THE SUFFOLK COUNTY SANITARY CODE AND THE EXISTING BUILDING USE, THE FOLLOWING IS A BREAKDOWN OF THE EXISTING DESIGN SEWERAGE FLOW RATES:

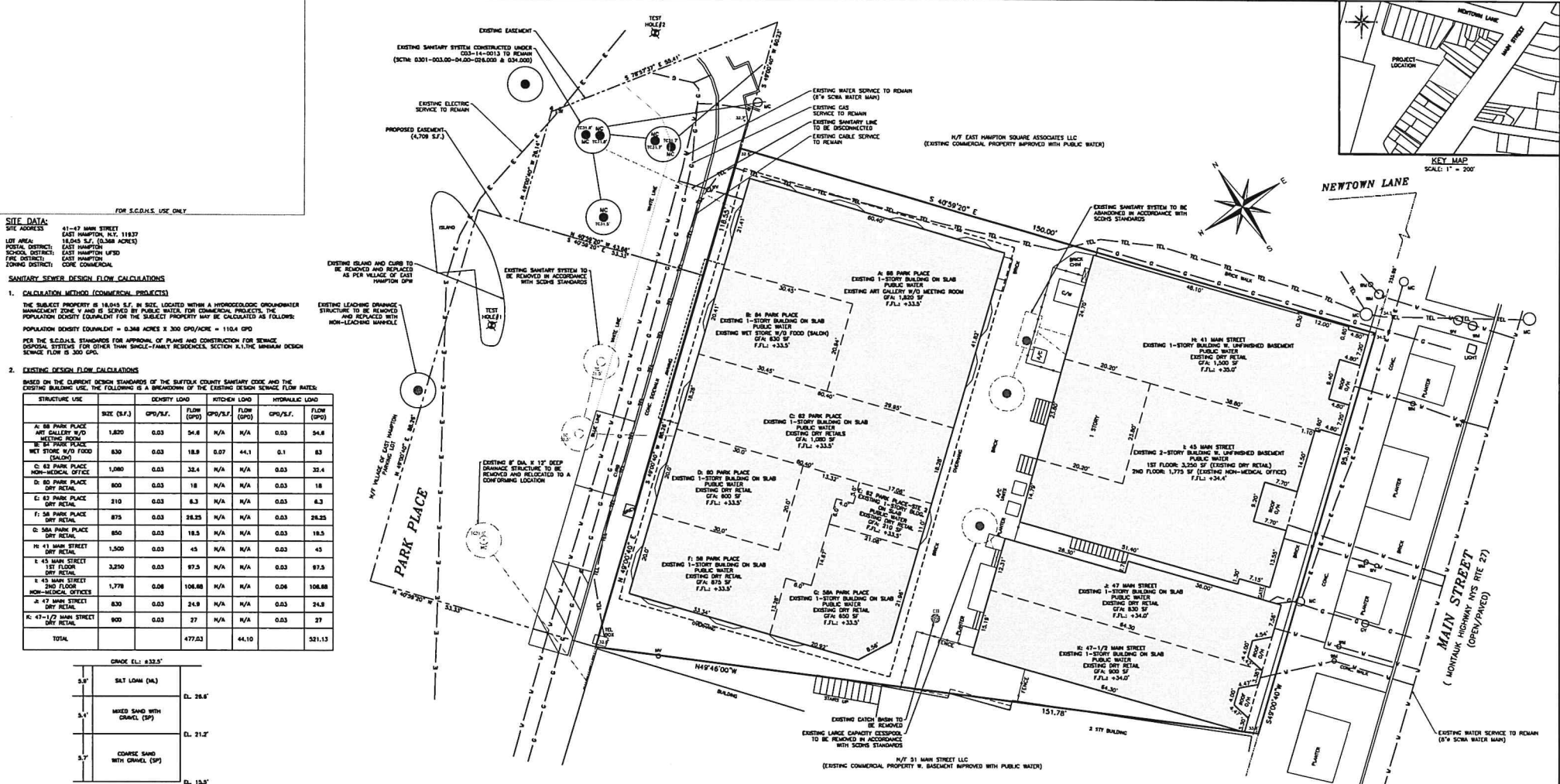
STRUCTURE USE	SIZE (S.F.)	DENSITY LOAD	FLOW (CPG)	KITCHEN LOAD	HYDRAULIC LOAD	FLOW (CPG)
A: 88 PARK PLACE ART GALLERY W/ D MEETING ROOM	1,820	0.03	54.6	N/A	N/A	54.6
B: 84 PARK PLACE WET STORE W/ D FOOD COOLER	830	0.03	18.9	0.07	44.1	0.1
C: 83 PARK PLACE NON-MEDICAL OFFICE	1,080	0.03	32.4	N/A	N/A	0.03
D: 80 PARK PLACE DRY RETAIL	800	0.03	18	N/A	N/A	0.03
E: 83 PARK PLACE DRY RETAIL	310	0.03	8.3	N/A	N/A	0.03
F: 58 PARK PLACE DRY RETAIL	875	0.03	26.25	N/A	N/A	0.03
G: 80 PARK PLACE DRY RETAIL	850	0.03	18.5	N/A	N/A	0.03
H: 41 MAIN STREET DRY RETAIL	1,500	0.03	45	N/A	N/A	0.03
I: 43 MAIN STREET 1ST FLOOR DRY RETAIL	3,250	0.03	87.5	N/A	N/A	0.03
J: 43 MAIN STREET 2ND FLOOR NON-MEDICAL OFFICE	1,778	0.08	106.88	N/A	N/A	0.08
K: 47 MAIN STREET DRY RETAIL	830	0.03	24.9	N/A	N/A	0.03
L: 41-47 MAIN STREET DRY RETAIL	900	0.03	27	N/A	N/A	0.03
TOTAL			477.63	44.10		521.13

GRADE (E.L.)	DESCRIPTION	E.L.
33.5'	DAT LOAM (DL)	28.6'
31.5'	MIXED SAND WITH GRAVEL (SP)	21.2'
3.7'	COARSE SAND WITH GRAVEL (SP)	13.5'

TEST HOLE #1
 DUG BY SHAWN M. BARROW, N.E.S. ON MAY 3, 2022
 (NO D.R. ENCUMBERED)
 HIGHEST EXPECT GROUNDWATER ELEV. 8.5' FROM UICLS WELL S-8843.2

GRADE (E.L.)	DESCRIPTION	E.L.
3.7'	DARK BROWN, FINE TO MEDIUM GRAN SAND AND CLAYEY SAND (SC)	28.5'
29.0'	LIGHT BROWN, FINE GRAN SAND (SP)	3.5'

TEST HOLE #2
 DUG BY GENERAL CONSULTANTS SERVICES ON MARCH 17, 2014
 (NO D.R. ENCUMBERED)
 HIGHEST EXPECT GROUNDWATER ELEV. 8.5' FROM UICLS WELL S-8843.2



DATE	BY	DESCRIPTION	APPROVED
06/24/2023	HCW	UPDATE ADDRESS	VAG
01/18/2023	HCW	SCHEMATIC COMMENTS DATED 01/11/2023	VAG
06/22/2022	HCW	SCHEMATIC COMMENTS DATED 06/16/2022	VAG
05/05/2023	HCW	SCHEMATIC COMMENTS DATED 05/09/2023	VAG
02/22/2023	HCW	SCHEMATIC COMMENTS DATED 02/15/2023	VAG
12/06/2022	HCW	SCHEMATIC COMMENTS DATED 12/01/2022	VAG

DATE: _____ BY: _____ DESCRIPTION: _____ APPROVED: _____

JOHN EASTMAN
 35 WEST 34TH STREET
 NEW YORK, N.Y. 10018

SANITARY UPGRADE PROJECT
 41-47 MAIN STREET & 84-88 PARK PLACE, EAST HAMPTON, N.Y. 11937
 S.C.T.M. NO. 0301003-00-00-00-00-00

EXISTING CONDITIONS & DEMOLITION PLAN

THE HAYMON GROUP, P.C. & C.S., P.L.L.C.
 SUPERVISORS - CIVIL ENGINEER - SITE PLANNERS
 DELIVERED GREEN
 WATERBURY, NY 11954

DESIGNED BY: VAG SCALE: 1" = 10'
 DRAWN BY: HCW DATE: 09/15/2022
 APPROVED BY: VAG FILE NO.: 1509

C-1

SITE DATA:

FOR S.C.D.H.S. USE ONLY

41-47 MAIN STREET
 EAST HAMPTON, N.Y. 11937
 18.0A S.E. (DASH ACRES)
 EAST HAMPTON
 EAST HAMPTON UFD
 CORE COMMERCIAL

SANITARY SEWER DESIGN FLOW CALCULATIONS

1. CALCULATION METHOD (COMMERCIAL PROJECTS)

THE SUBJECT PROPERTY IS 18.0A S.E. IN SIZE, LOCATED WITHIN A HYDROLOGIC CROWHOVER MANAGEMENT ZONE V AND IS SERVED BY PUBLIC WATER. FOR COMMERCIAL PROJECTS, THE POPULATION DENSITY EQUIVALENT FOR THE SUBJECT PROPERTY MAY BE CALCULATED AS FOLLOWS:
 POPULATION DENSITY EQUIVALENT = 0.386 ACRES X 300 GPD/ACRE = 115.8 GPD
 PER THE S.C.D.H.S. STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SEWER DISPOSAL, STRUCTURES FOR OTHER THAN SINGLE-FAMILY RESIDENCES, SECTION 2.1.7.6 THE MINIMUM DESIGN FLOW IS 300 GPD.

2. PROPOSED DESIGN FLOW CALCULATIONS

BASED ON THE CURRENT USES STIPULATED BY THE SUFFOLK COUNTY SANITARY CODE AND THE EXISTING BUILDING USE, THE FOLLOWING IS A BREAKDOWN OF THE EXISTING DESIGN FLOW RATE:

STRUCTURE USE	SIZE (S.F.)	DENSITY LOAD	HYDRAULIC LOAD		HYDRAULIC LOAD		
			GPD/S.F.	FLOW (GPD)	GPD/S.F.	FLOW (GPD)	
A. 68 PARK PLACE WET STORE W. FOOD	1,820	0.03	54.8	0.12	218.4	0.15	273
B. 84 PARK PLACE WET STORE W. FOOD	830	0.03	18.9	0.12	75.6	0.15	84.3
C. 80 PARK PLACE WET STORE W. FOOD	1,080	0.03	32.4	0.12	129.6	0.15	182
D. 80 PARK PLACE WET STORE W. FOOD	600	0.03	18	0.12	72	0.15	90
E. 88 PARK PLACE WET STORE W. FOOD	210	0.03	6.3	0.12	25.2	0.15	31.5
F. 58 PARK PLACE WET STORE W. FOOD	875	0.03	26.25	0.12	98	0.15	131.25
G. 58A PARK PLACE WET STORE W. FOOD	650	0.03	19.5	0.12	78	0.15	87.5
H. 41 MAIN STREET DRY RETAIL	1,500	0.03	45	N/A	N/A	0.03	45
I. 43 MAIN STREET 1ST FLOOR DRY RETAIL	3,250	0.03	97.5	N/A	N/A	0.03	97.5
J. 43 MAIN STREET 2ND FLOOR NON-MEDICAL OFFICES	1,778	0.08	142.24	N/A	N/A	0.08	142.24
K. 47 MAIN STREET DRY RETAIL	830	0.03	24.9	N/A	N/A	0.03	24.9
L. 47-1/2 MAIN STREET DRY RETAIL	800	0.03	24	N/A	N/A	0.03	27
TOTAL			477.03		703.8		1,108.80

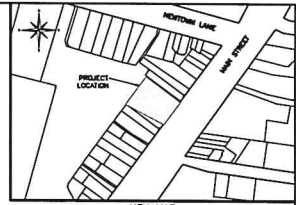
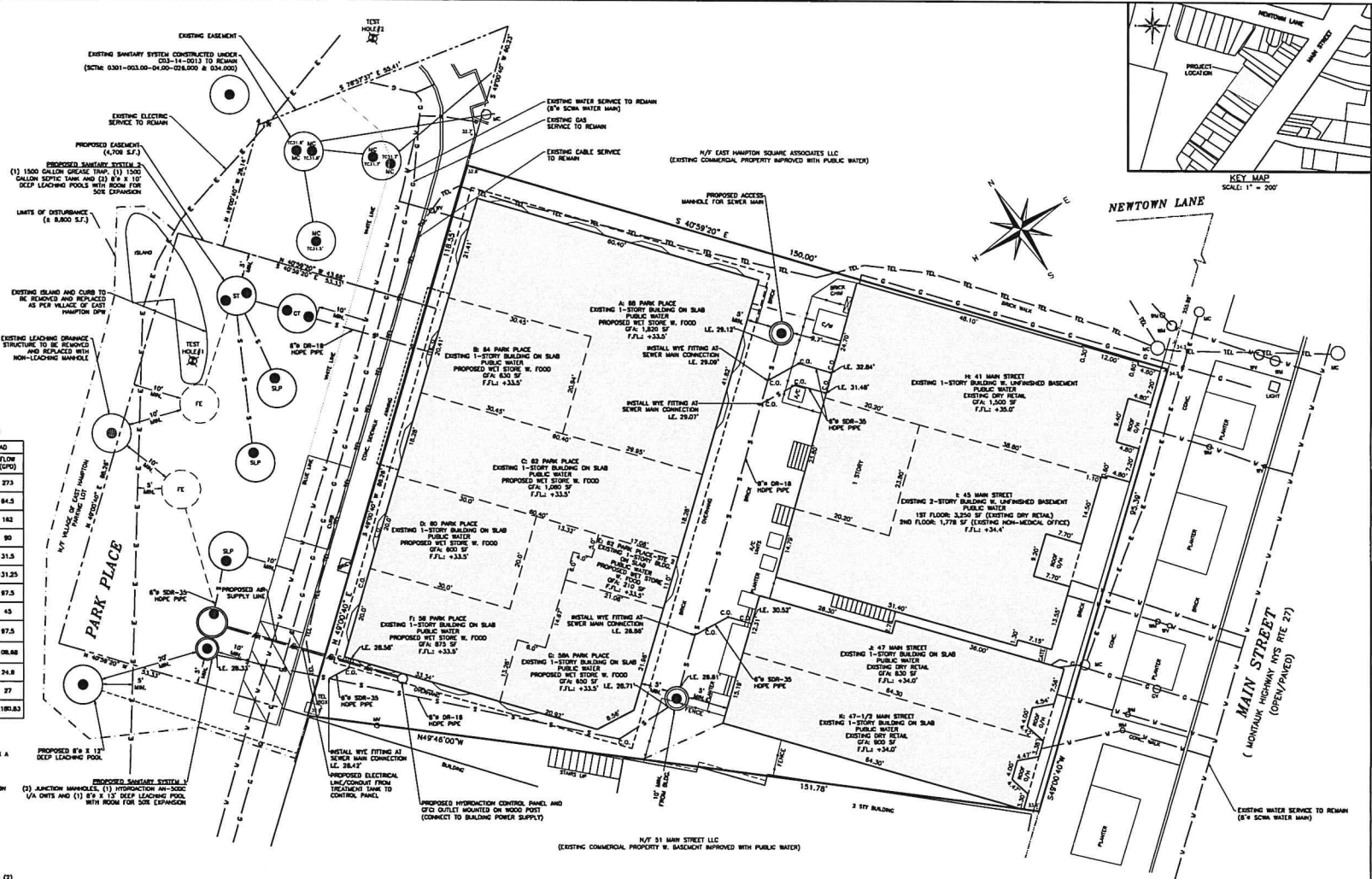
3. SIZE OF SEWER DISPOSAL SYSTEM (SCHEMATIC DESIGN STANDARDS)

PROPOSED SANITARY SYSTEM 1
 A. TREATMENT TANK - THE TREATMENT TANK IS REQUIRED TO PROVIDE A MINIMUM VOLUME CAPACITY FOR A ONE (1) DAY DESIGN FLOW FOR THE DENSITY LOAD COMPUTED AS FOLLOWS:
 REQUIRED: 477.03 GPD X 1 DAY = 477.03 GALLONS
 USE (1) HYDRATION AN-500 TREATMENT TANK (500 GPD CAPACITY)
 B. LEACHING POOLS - THE MINIMUM QUANTITY AND SIZE OF THE LEACHING POOLS REQUIRED IS BASED ON THE TOTAL HYDRAULIC LOAD AND A RECOMMENDED SOAKING LEACHING AREA RATE OF 1.5 GALLONS/SF. THEREFORE: 477.03 GPD / 1.5 GALLONS/SF = 318.02 SF OF SOAKING AREA
 REQUIRED: 318.02 SF / 25.1 SF/AF OF 8" STRUCTURE = 12.7 V'
 PROPOSED ONE (1) - 8" LEACHING STRUCTURE BY 13' DEEP (13.0 V')

PROPOSED SANITARY SYSTEM 2
 A. CHECK TRAP - THE CHECK TRAP IS REQUIRED TO PROVIDE A VOLUME CAPACITY FOR A ONE-DAY DESIGN FLOW.
 REQUIRED: 703.8 GALLON CAPACITY
 PROPOSED USE ONE (1) 1500 GALLON GREASE TRAP (8'9" X 5' EFFECTIVE DEPTH)
 B. SEPTIC TANK - THE SEPTIC TANK IS REQUIRED TO PROVIDE A MINIMUM VOLUME CAPACITY FOR A TWO (2) DAY DESIGN FLOW FOR THE DESIGN LOAD COMPUTED AS FOLLOWS:
 REQUIRED: 703.8 GPD X 2 DAYS = 1,407.6 GALLONS
 PROPOSED USE ONE (1) 1500 GALLON SEPTIC TANK (8'9" X 5' EFFECTIVE DEPTH)
 C. LEACHING POOLS - THE MINIMUM QUANTITY AND SIZE OF THE LEACHING POOLS REQUIRED IS BASED ON THE TOTAL HYDRAULIC LOAD AND A RECOMMENDED SOAKING LEACHING AREA RATE OF 1.5 GALLONS/SF. THEREFORE: 703.8 GPD / 1.5 GALLONS/SF = 469.2 SF OF SOAKING AREA
 REQUIRED: 469.2 SF / 25.1 SF/AF OF 8" STRUCTURE = 18.7 V'
 PROPOSED TWO (2) - 8" LEACHING STRUCTURES BY 10' DEEP (20.0 V')

UTILITY AND SANITARY NOTES

1. THE HYDRATION AN-500 TREATMENT TANK DOES NOT UTILIZE ANY ADDITIONAL VENT PIPES. THE AN-500 LEAKS THROUGH THE MAIN SANITARY LINE AND HOUSE VENT. THE HOUSE LINE SHALL BE VENTED TO THE ROOF.
2. A CHECK TRAP SHALL NOT BE INSTALLED UPSTREAM OF THE TREATMENT TANK.
3. CONTRACTOR TO FURNISH ALL ITEMS IN ACCORDANCE WITH HYDRATION AND SCHEMATIC STANDARDS.
4. WHERE A 120 (10) FOOT SEPARATION BETWEEN WATER LINE JOINTS AND THE SANITARY LINE CANNOT BE MET, THE ENTIRE LENGTH OF SEWER LINE BETWEEN ADJACENT MANHOLES OR OTHER SANITARY STRUCTURES SHALL BE CONSTRUCTED OF MATERIALS AND JOINTS THAT ARE COMPATIBLE TO WATER MAIN STANDARDS OF CONSTRUCTION.
5. ENGINEERING TO BE NOTIFIED IN ADVANCE FOR TREATMENT TANK TO BE INSPECTED AND CERTIFIED.
6. TREATMENT TANK TO BE FILLED WITH CLEAN WATER AND ALLOWED TO SIT FOR 24 HOURS FOR ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO BACKFILL.
7. THREE (3) YEAR MAINTENANCE AND SERVICE CONTRACT TO BE PROVIDED BY MANUFACTURER.



KEY MAP
 SCALE: 1" = 200'

DATE	BY	DESCRIPTION	APPROVED
08/24/2023	SCW	UPDATE ADDRESS	VAJD
07/18/2023	PLW	SC45 COMMENTS DATED 07/11/2023	VAJD
06/22/2023	PLW	SC45 COMMENTS DATED 05/19/2023	VAJD
05/05/2023	SCW	SC45 COMMENTS DATED 04/06/2023	VAJD
02/22/2023	SCW	SC45 COMMENTS DATED 08/19/2022	VAJD
10/06/2022	PLW	SC45 OPC SUBMITTAL IN REVIEW	VAJD
10/06/2022	PLW	SC45 OPC SUBMITTAL IN REVIEW	VAJD

JOHN EASTMAN
 39 WEST 84TH STREET
 NEW YORK, N.Y. 10018

SANITARY UPGRADE PROJECT
 41-47 MAIN STREET & 84-88 PARK PLACE, EAST HAMPTON, N.Y. 11937
 SCTM NO. 091063-0004-00-00-00

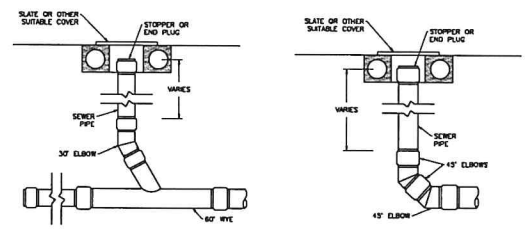
SITE PLAN

THE HAYTHORN GROUP, P.E. & S. PLLC
 SUPERVISORS ENGINEERS SITE PLANNERS
 REGISTERED PROFESSIONAL ENGINEERS
 WATER MAINS NY 13788 PLS/SPR JZS
 1000 W. 2ND STREET, SUITE 200
 WEST HAVEN, CT 06611-1000
 PHONE: 203-399-2000

DESIGNED BY VAJD SCALE: 1" = 30'
 DRAWN BY SCW DATE: 08/14/2022
 APPROVED BY VAJD FILE NO. 1019

C-2



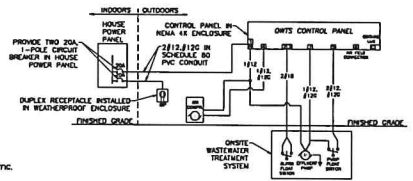


NOTES:
 1. CLEANOUT DETAIL FOR AREAS NOT SUBJECT TO VEHICULAR TRAFFIC.
 2. CLEANOUT DETAIL FOR USE WITH BUILDING EXTENSION/CONNECTION.

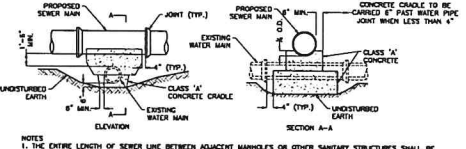
CLEANOUT DETAIL
NOT TO SCALE

NOTES:
 1. CLEANOUT DETAIL FOR AREAS NOT SUBJECT TO VEHICULAR TRAFFIC.
 2. CLEANOUT DETAIL FOR USE WITH 45° ELBOW.

CLEANOUT DETAIL
NOT TO SCALE

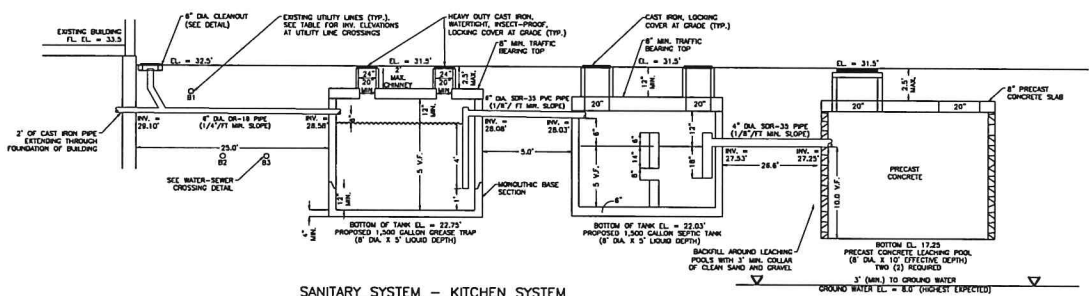


OWTS SINGLE LINE DIAGRAM
NOT TO SCALE

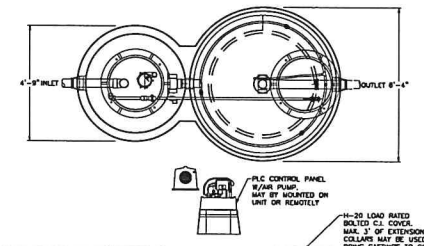


NOTES:
 1. THE ENTIRE LENGTH OF SEWER LINE BETWEEN ADJACENT MANHOLES OR OTHER SANITARY STRUCTURES SHALL BE CONSTRUCTED OF MATERIALS AND JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION.
 2. ENCLOSURE OF A WATER MAIN IN A CONCRETE CHABLE SHALL BE INSTALLED IN ACCORDANCE WITH HYDROT SECTION 201, WITH THE EXCEPTION THAT BATCHING REQUIREMENTS SHALL NOT APPLY.
 3. CONCRETE CHABLE TO BE USED WHEN THE VERTICAL SEPARATION BETWEEN THE PROPOSED SEWER MAIN AND THE EXISTING WATER MAIN IS BETWEEN EIGHTEEN (18) AND TWENTY FOUR (24) INCHES.

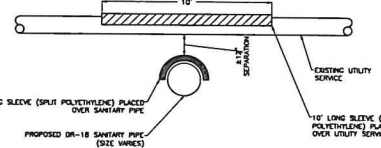
WATER-SEWER CROSSING DETAIL
VERTICAL SEPARATION 18"-24"
NOT TO SCALE



SANITARY SYSTEM - KITCHEN SYSTEM
NOT TO SCALE

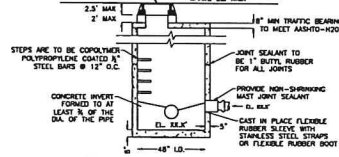
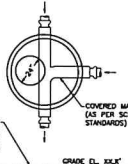


HYDRO-ACTION AN500-C
NOT TO SCALE



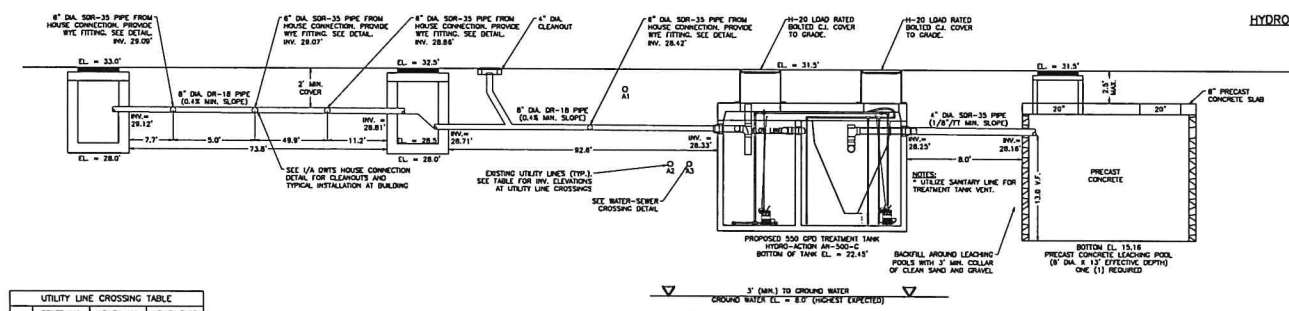
UTILITY SERVICE/SANITARY CROSSING DETAIL
NOT TO SCALE

NOTES:
 1. CONTRACTOR TO INSTALL DETECTABLE MARK-OUT TAPE 12" BELOW GRADE.



NOTES:
 1. ALL MANHOLE SECTIONS SHALL CONFORM TO ASTM C-754, LATEST REVISION. STANDARD SPECIFICATIONS FOR PRECAST REINFORCED CONCRETE MAN SECTIONS.
 2. MANHOLE ROOF SECTION TO BE PERFORMED IN 1:2.5 OR 1:1 PROPORTION. 8% REQUIRED.
 3. LOADING TO CONFORM TO AASHTO H-20 LOADING.
 4. ALL COVERS TO MEET OR EXCEED 28 DAY SET.
 5. OUTLET PIPE TO BE SET 1/4" BELOW INLET AND OUTLET.
 6. THE MAN CHAMBER IS TO BE SET 1/4" BELOW INLET AND OUTLET.
 7. INVERTS SHALL BE NO GREATER THAN 2 FEET.

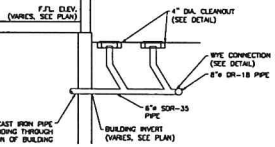
CONCRETE ACCESS/JUNCTION MANHOLE DETAIL
NOT TO SCALE



SANITARY SYSTEM - 1/4 OWTS
NOT TO SCALE

WATER-SEWER CROSSING DETAIL
VERTICAL SEPARATION GREATER THAN 24"
NOT TO SCALE

NOTES:
 1. THE ENTIRE LENGTH OF SEWER LINE BETWEEN ADJACENT MANHOLES OR OTHER SANITARY STRUCTURES SHALL BE CONSTRUCTED OF MATERIALS AND JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION.
 2. NO CONCRETE CHABLE REQUIRED WHEN THE VERTICAL SEPARATION BETWEEN THE PROPOSED SEWER MAIN AND EXISTING WATER MAIN IS GREATER THAN TWENTY-FOUR (24) INCHES.



WYE CONNECTION DETAIL
NOT TO SCALE

1/4 OWTS HOUSE CONNECTION DETAIL
NOT TO SCALE

SEWER INV.	UTILITY INV.	UTILITY TYPE
A1 28.42	29.92 MIN.	CABLE
A2 28.38	27.05 MAX.	GAS
A3 28.37	28.20 MIN.	WATER
B1 28.99	30.40 MIN.	CABLE
B2 28.85	27.51 MAX.	C/S
B3 28.79	28.82 MAX.	WATER

NOTES:
 1. UTILITY CROSSINGS SHALL FOLLOW THE S.C.D.A.S. STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SEWER, GROUNDWATER SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES, SECTION 46 (SEPARATION OF SEWER AND WATER LINES).

DATE	BY	DESCRIPTION	APPROV
08/23/2023	RCW	UPDATE ADDRESS	WAG
07/26/2023	RCW	SCHEM COMMENTS DATED 07/17/2023	WAG
06/22/2023	RCW	SCHEM COMMENTS DATED 05/19/2023	WAG
03/05/2023	RCW	SCHEM COMMENTS DATED 03/04/2023	WAG
02/22/2023	RCW	SCHEM COMMENTS DATED 02/07/2023	WAG
10/06/2022	RCW	SCHEM OF SUBMISSION	WAG

REVISIONS

JOHN EASTMAN
 79 WEST 14TH STREET
 NEW YORK, N.Y. 10019

SANITARY UPGRADE PROJECT
 41-17 MAIN STREET 1 & 2nd FLOOR PLACE, EAST HAMPTON, N.Y. 11937
 417 MAIN STREET, EAST HAMPTON, NY 11937

DETAILS

THE RAYMOND GROUP, P.A. & L.L.C. PLG
 SUPERVISOR - CIVIL ENGINEER - SITE PLANNING
 DELIVERED UNDER
 CONTRACT NO. 2022-002

DRAWN BY: WAG SCALE: N.T.S. TOWN PLAN
 CHECKED BY: RCW DATE: 06/14/2023
 APPROVED BY: WAG FILE NO. 1009

NOTICE OF PUBLIC HEARING

NOTIC IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 17th day of November 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 #11-2023, a proposed "Local Law amending Village of East Hampton Code, Chapter 192; an extension to the Village of East Hampton Moratorium on Tennis Court and Pickleball Court Conversions."

RESOLUTION # 13 - 2023

**INTRODUCTORY NO. 11-2023
LOCAL LAW NO. ___ - 2023**

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Village of East Hampton Code Chapter 192; an extension to the Village of East Hampton Moratorium on Tennis Court and Pickleball Court Conversions.

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

WHEREAS it is in the public interest to create and maintain a comprehensive code of the local laws, ordinances and other regulations associated with 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, amendments, and additions thereto,

NOW THEREFORE, be it resolved that the following proposed local law be published for public review in accordance with the Municipal Home Rule Law and the Village Law, providing amendment to the Village of East Hampton Code, and that a public hearing be held thereupon on the 17th day of November, 2023, for the purposes of consideration of adoption of the proposed local law which reads as follows:

Local Law No ___ of the laws of 2023 of the Village of East Hampton

SECTION I. ENACTMENT; AUTHORIZATION; TITLE AND PURPOSE

A. Enactment and authorization

- (1) The Village of East Hampton Board of Trustees does hereby ordain and enact the Village of East Hampton land use moratorium on the conversion of existing Tennis Courts and other Playing Courts on residential property to Pickleball Courts, pursuant to the authority and provisions of Section 10 of the Municipal Home Rule Law.

B. Title

- (1) This Local Law shall be known as The Village of East Hampton Moratorium on Tennis Court and Pickleball Court Conversions.

C. Purpose

- (1) Given that the Village of East Hampton is intending to pass, or has passed, a local law amending Chapter 278 of the Code of the Village of East Hampton concerning the area, setback and coverage requirements for Tennis Courts and Pickleball Courts on residential property, it is the purpose of this local law to allow the Village of East Hampton Board of Trustees time to collect and examine data and expert information concerning the noise associated with use of Pickleball Courts and mitigation measures relating to same and to consider the adoption of appropriate regulations concerning (1) whether the conversion of existing Tennis Courts and other Playing Courts into Pickleball Courts should be permitted and, if so, (2) under what conditions, if any, such conversions should be permitted; and

Given that the circumstances and concerns that gave rise to the imposition of the moratorium (Local Law #6-2023) remain present; and

Given that the Village's collection and examination of data and expert information in order to inform its decision and policy making remains ongoing.

SECTION II. IMPOSITION OF MORATORIUM

A. Imposition of Moratorium

- (1) For a period of six (6) months after the date of filing of this local law with the Department of State, no existing Tennis Court or other playing court located within the Village of East Hampton on residential property shall be converted to use as a Pickleball Court, and no new applications for permits, variances, site plan approval or other approvals or permission related to the conversion of an existing Tennis Court or other playing courts on residential property to a Pickleball Court shall be processed or approved.

SECTION III. VALIDITY

A. Validity

- (1) If any section, sentence, clause or phrase of this local law is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this local law.

SECTION IV. APPEALS AND VARIANCES FROM THE MORATORIUM

A. Appeals and Variances from the Moratorium

- (1) A party aggrieved by the provisions of this local law may file an application for relief or exemption from the moratorium with the Village of East Hampton Board of Trustees. The Board shall act upon an application for an exemption from this local law in conformance with the procedural requirements and standards of the New York State Home Rule Law, the Village of East Hampton Zoning Code and the Village Law of the State of New York.

SECTION V. EXPIRATION

A. Expiration

- (1) This six month moratorium, unless otherwise extended by the Village Board, shall expire upon (a) the enactment of a local law regulating the conversion of Tennis Courts and other Playing Courts on residential property to Pickleball Courts and conversely the conversion of Pickleball Courts on residential property to Tennis Courts or other Playing Courts; (b) the Village of East Hampton's adoption of a resolution expressing said Board's determination that the future regulation of such would not be appropriate; and (c) the lapse of six months from the effective date of this local law, whichever shall first occur.

SECTION VI. EFFECTIVE DATE

A. Effective Date

- (1) This Local Law shall take effect immediately after filing with the Secretary of State.

Dated:

By Order of the
BOARD OF TRUSTEES
Inc. Village of East Hampton
PAMELA J. BENNETT
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 17th day of November 2023 at 11:00 a.m., at LTV Studios, 75 Industrial Road, Wainscott, NY, at which time all interested persons will be heard with respect to a "Local Law amending Code Chapter 35; Officers and Employees.

INTRODUCTORY # 12-2023
LOCAL LAW NO. ____ - 2023

"A Local Law amending Village of East Hampton Code Chapter 35; Officers and Employees to provide updated residency requirements when hiring individuals to fulfill competitive classifications"

BE IT ENACTED by the Board of Trustees of the Village of East Hampton as follows: **RESOLUTION # 74 - 2023**

Chapter 35
OFFICERS AND EMPLOYEES

OCT 20 2023
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SECTION I. Legislative Intent.

The Village of East Hampton seeks to attract and retain the best and brightest individuals to be employed by the Village. The Board of Trustees of the Village of East Hampton believes that one way to accomplish this responsibility is to fulfill competitive classifications by first appointing residents of the Town of East Hampton.

SECTION II. Amendment.

The provisions of Chapter 35 of the Code of the Village of East Hampton are hereby amended as follows (bold and underlined material is to be added; struck-thru material is to be deleted):

Chapter 35
Officers and Employees

Article I
Residency Requirement

§ 35-1 New employees; exception.

- A. As a qualification for employment, in addition to any other qualifications imposed by statute, all full-time employees, except police and local officers, shall be full-time residents of the County of Suffolk, State of New York for a period of no less than one year prior to application for employment and throughout their employment.
- B. **The Incorporated Village of East Hampton, when hiring individuals to fulfill competitive classifications, in accordance with 23, Subdivision 4-a, of the Civil Service Law, will first appoint residents of the Village of East Hampton for all or any of its competitive classifications. Appointees who are not appointed from a Village resident list shall be a resident of the Town of East Hampton for sixty (60) days prior to the issuance of the civil service list for said position and upon the commencement date of his or her employment. Thereafter, subsequent to the expiration of any probationary period, the individual hired may reside anywhere in the Town of East Hampton.**

C. B. Notwithstanding the foregoing residency requirement, the Village Administrator, Highway Superintendent, Code Enforcement Supervisor, Public Safety Dispatcher III, and department heads shall be full-time residents of the Town of East Hampton throughout their employment.

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:

BY ORDER OF THE BOARD OF
TRUSTEES OF THE VILLAGE OF
EAST HAMPTON
By: Pamela J. Bennett,
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 17th day of November, 2023, 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. 68 Animals; Article 1 Dog Control.

INTRODUCTORY NO. 13-2023
LOCAL LAW NO. __ - 2023

RESOLUTION # 15 - 2023

OCT 20 2023

A Local Law amending Ch. 68 Animals; Article 1 Dog Control.

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

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

SECTION I. PURPOSE. In order to more effectively further the Village of East Hampton's goals and efforts to protect the health, safety and well-being of persons and property within the Village, as impacted by the presence and keeping of dogs therein, and to protect the health, safety and well-being of dogs and foster the humane treatment thereof, the Trustees of the Village of East Hampton now hereby amend Chapter 68 of the Code of the Village of East Hampton.

SECTION II. Chapter 68 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):

ARTICLE I

Dog Control

[Adopted 3-17-2000 by L.L. No. 2-2000 (Ch. 13A of the 1971 Code)]

§ 68-1. Definitions.

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

AT LARGE — Any dog that meets **both** ~~all three~~ of the following:

A. The dog ~~is without supervision~~ **is not effectively restrained by its handler's use of a leash or chain no more than six feet long.**

~~B. The dog is:~~

~~(1) Causing damage to property;~~

~~(2) Causing physical harm to persons; or~~

~~(3) Creating a nuisance within the Village; and~~

~~C B.~~ The dog is:

(1) On property open to the public **(with the exception of beaches, to which the provisions of Village Code §77 shall apply);** or

(2) On private property not owned or leased by the owner of the dog, unless permission for such presence has been obtained.

HARBOR — To provide food or shelter to any dog.

OWNER — Any person who harbors, keeps or possesses any dog. In the event that any animal found in violation of this chapter shall be owned by a person under 18 years of age, the owner shall be deemed to be the parent or guardian of such person (or head of household in which said person resides). "Owner" also means that the person who has last obtained the issuance of a license for a dog pursuant to the provisions of the Agricultural and Markets Law shall be presumed, for the purposes of this chapter, to be the "owner" of such dog.

PERSON — Includes an individual, any combination of individuals, a partnership or corporation.

UNREASONABLE NOISE — Acoustic energy that exceeds the standards set forth in Chapter 196, Noise, of the Code of the Village of East Hampton.

§ 68-2. Prohibited acts.

A. It shall be unlawful for:

- (1) Any owner to fail to license any dog which is six months of age or older.
- (2) Any owner to fail to have any dog identified as required by Article 7 of the Agriculture and Markets Law.
- (3) Any person to knowingly affix to any dog any false or improper identification tag, special identification tag for identifying guide, service or hearing dogs, or purebred license tag.

B. It shall be unlawful for any owner of a dog to allow or permit such dog to:

- (1) Be at large.
- (2) Disturb the comfort, peace, repose of any person in the vicinity by unreasonable noise.
- (3) Cause damage or destruction to property or commit a nuisance **within the Village** or upon the premises of a person other than the owner of such dog.
- (4) Cause or otherwise harass any person in such a manner as to cause reasonable intimidation or to put such person in reasonable apprehension of bodily harm or injury.
- (5) Habitually chase or run alongside of motor vehicles, bicycles, joggers or pedestrians.
- (6) Obstruct vehicular traffic.
- (7) Endanger itself.

(8) Cause physical harm to persons.

C. It shall be unlawful for any person owning, harboring or possessing any animal to:

- (1) Fail to provide proper shelter for such animal.
- (2) Cause or permit such animal to enter onto any Village-owned property where it is posted that such entry is prohibited; provided, however, that the presence of an animal on a beach, as defined in Chapter 77, Art. I, of the Village Code, shall be regulated as provided for in said Chapter 77, Art. I, of the Village Code.

- (3) Any person owning, harboring, walking or in custody of a dog that defecates on a private road or street, a public road, street, sidewalk, public property or private property without the permission of the property owner shall be responsible for cleaning up such waste immediately. **[Amended 4-16-2021 by L.L. No. 10-2021¹]**
- (4) Violate, or to allow or permit such animal to be in violation of, any section of this chapter.

§ 68-3. Confinement of female dogs.

Any owner of any female dog in heat shall confine such female dog in a building or secure enclosure in such a manner that such female dog cannot come into contact with another animal except for planned breeding.

§ 68-4. Animal care.

- A. No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse a dog or cause, instigate or permit any dogfight.
- B. No owner of a dog shall abandon such dog.
- C. Companion animals in vehicles.
 - (1) A person shall not confine a companion animal in a motor vehicle in extreme heat or cold without proper ventilation or other protection from such extreme temperatures where such confinement places the companion animal in imminent danger of death or serious physical injury due to exposure to such extreme heat or cold.
 - (2) Any person who knowingly, recklessly, or negligently violates the provisions of subdivision one of this section shall be guilty of a violation.
 - (3) Village police officers, emergency medical services personnel, and firefighters shall not be held criminally or civilly liable for actions taken reasonably and as authorized under Section 353-d of the New York State Agriculture and Markets Law.
 - (4) Nothing contained in this section shall be construed to affect any other protections afforded to companion animals under any other provisions of this Code or the New York State Agriculture and Markets Law.

§ 68-5. Seizure and redemption.

- A. Any owner of any dog found in violation of the provisions of this chapter may have his or her dog seized pursuant to the provisions of Article 7 of the Agriculture and Markets Law, except that no dog violating § 68-2B(2) shall be seized on the basis of said violation.
- B. Every dog seized shall be properly cared for, sheltered, fed and watered for the ten- day redemption period.
- C. Seized dogs may be redeemed by producing proof of licensing and identification pursuant to the provisions of Article 7 of the Agriculture and Markets Law and by paying an impoundment fee.

+Editor's Note: This local law also provided for the redesignation of former Subsection C(3) as Subsection C(4).

§ 68-6. Filing of complaint.

Any person who observes a dog in violation of this chapter may file a complaint under oath with a justice of the town, or file a complaint with a police officer or any Dog Control Officer under contract to the Village of East Hampton, specifying the nature of the violation, the date thereof, a description of the dog and the name and residence, if known, of the owner of such dog. Such complaint may serve as the basis for enforcing the provisions of this chapter.

§ 68-7. Appearance tickets.

Any Dog Control Officer, peace officer, when acting pursuant to his or her official duties, or police officer in the employ of or under contract to the Village, having reasonable cause to believe that a person has violated this chapter, shall issue and serve upon such person an appearance ticket for such violation.

§ 68-8. Penalties for offenses.

- A. Any person who violates any provision of § 68-2A of this article shall, upon conviction, be subject to the penalties set forth in Article 7 of the Agriculture and Markets Law.
- B. Any person who violates any provision of § 68-4 of this article shall, upon conviction, be subject to the penalties set forth in Article 26 of the Agriculture and Markets Law.
- C. Any person who violates any other provision of this article shall, upon conviction, be subject to the following penalties:
 - (1) For a first offense, a fine of not more than \$50.
 - (2) For a second offense, a fine of not less than \$50 nor more than \$100.
 - (3) For each subsequent offense, a fine of not less than \$100 nor more than \$250.

SECTION II. 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 III. EFFECTIVE DATE

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

Dated:

BY ORDER OF THE BOARD OF
TRUSTEES OF THE VILLAGE OF
EAST HAMPTON
By: Pamela J. Bennett
Village Clerk

OCT 20 2023

CONTRACT

Between the Village of East Hampton and Local Television Corporation

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

AGREEMENT

This Agreement is made on this ___ day of October, 2023, by and between the Village of East Hampton, a municipal corporation ("Village") and Local Television, Inc., ("LTV"), not-for-profit corporation who agree as follows:

RECITALS:

1. The Village desires to provide support for the use of the cable television public, educational and government ("PEG") access channels provided pursuant to Federal and New York State law.
2. The Village has granted a franchise to Cablevision Systems Inc., ("Cablevision") to operate a cable television system in the Village.
3. New York State law and the Franchise Agreement between the Village and Cablevision permit the Village to designate a non-profit entity to operate and administer the PEG access facilities, services and programming.
4. The Franchise Agreement with Cablevision provides that certain channel capacity shall be provided for PEG access.
5. The Village has determined that it will designate 60% of the total annual franchise fee payment for PEG access.
6. LTV, as the access management entity designated by the Village, has demonstrated an interest in the community by providing PEG access programming and services.

NOW, THEREFORE in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES:

In exchange for the funding provided by the Village to LTV, pursuant to this Agreement, LTV shall provide the following services:

A. OPERATE PUBLIC ACCESS CABLE CHANNELS.

Operate the public access cable channel(s) (for public/community access programming purposes) in a manner consistent with the principles set forth under New York State statutes and regulations, with the primary purpose being to administer, coordinate and assist those requesting access on a non-discriminatory basis.

B. OPERATE THE EDUCATIONAL AND GOVERNMENT ACCESS CHANNEL(S).

Operate the educational and government access channel(s) for community access programming in a manner consistent with the principles set forth under in New York State law and regulations and the Communications Act of 1934, as amended, with the primary purpose being to administer, coordinate and assist the Village of East Hampton (government access), educational institutions (educational access), and individual citizens and/or groups resident in the Town of East Hampton and the Village of East Hampton requesting access (on a non-discriminatory basis), at the direction of an educational government coordinators committee if one is so designated by the Village of East Hampton.

C. OPERATE A COMMUNITY MEDIA CENTER.

Manage a video production facility and equipment available for public use for such hours and times as are jointly determined by LTV and the Village of East Hampton. Access to equipment and facilities shall be open to all those who satisfactorily complete training classes provided by LTV, which shall be provided at no cost to the public, or who receive a certification from LTV identifying said users as having satisfied training requirements through means other than LTV training classes. For the purposes of this paragraph, said facility/community media center shall be open a minimum of five (5) days per week with hours of operation during those five (5) days to be determined jointly by LTV and the Village of East Hampton.

D. PROVIDE NON-DISCRIMINATORY ACCESS.

Provide access to the use of the equipment, facilities, channels and services provided hereunder on a non-discriminatory basis, given to residents of the Town of East Hampton and the Village of East Hampton, except that preference shall be to all members of those communities for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, non-discriminatory basis, pursuant to operating rules promulgated by LTV and consistent with the principles set forth under local laws, New York State laws and regulations, and federal laws and regulations. Residents of the Town of East Hampton and the Village of East Hampton shall not be required to join any organization including but not limited to LTV in order to use equipment or have programming shown on the public access channel. Non-Residents shall be required to pay a reasonable cost-based fee for access to and use of the PEG access facilities. Said fee shall be set on a yearly basis via consultation between and among representatives of LTV and the Village of East Hampton.

E. DEVELOP OPERATING POLICIES AND PROCEDURES.

Develop policies and procedures for use and operation for the PEG access equipment, facilities and channels, and file such policies and procedures with the Village Clerk prior to the execution of this Agreement.

F. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

Administer the PEG access channels and facilities in compliance with the applicable

laws, rules and regulations, and in compliance with New York State law and regulations, federal law and the franchise agreement then in existence with the Village and Cablevision.

G. TRAINING.

Training of East Hampton Town and Village residents and, when requested, Village and school employees, in the techniques of video production and provide technical advice in the execution of productions. LTV, in consultation with the Town ETAC Committee, shall develop a set of courses designated as "basic video production" courses which shall be made available to all East Hampton Village residents free of charge.

Non-residents of the Town of East Hampton and the Village of East Hampton shall be charged a reasonable fee for said "Basic Video Production" courses with said fee to be determined on an annual basis via consultation between and among representatives of LTV and the Village of East Hampton. Additionally, should LTV develop additional "Advanced Video Production Courses," LTV shall be authorized to charge both residents and non-residents alike a reasonable fee for access to this advanced training. Said fees shall be determined in a manner consistent with the terms described above.

H. PLAYBACKS/CABLECAST.

Provide for the playback/cablecasting of programs on the PEG access channels noted. Additionally, provide for and administer all aspects of the monthly live broadcast and rebroadcasts of East Hampton Village Board meetings, pursuant to this Agreement LTV shall provide coverage for up to 12 additional Village Government meetings per year at the request of the Village Administrator.

L. MAINTENANCE OF EQUIPMENT.

Provide regular maintenance and repair of all video equipment purchased with monies received from the Village of East Hampton pursuant to this Agreement or on loan or lease from the Village of East Hampton. As a condition of the execution of this Agreement LTV shall provide to the Village a list of all basic equipment which LTV has acquired under the aforementioned conditions. Said list shall be updated at least annually.

J. SPECIAL NEEDS GROUPS.

Support special needs groups including but not limited to the hearing impaired in program production, through training and other means.

K. PROMOTIONAL.

Actively promote the use and benefit of the PEG access channels and facilities to cable subscribers, the public, PEG access users, and Cablevision.

L. OTHER ACTIVITIES.

Undertake other PEG access program activities and services as deemed appropriate by LTV and consistent with the obligation to facilitate and promote PEG access programming and provide non-discriminatory access.

SECTION 2. CONTENT ON PUBLIC ACCESS CHANNELS:

LTV agrees to keep the PEG access channels open to all potential users, regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Village nor Cablevision nor LTV shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful, provided that nothing herein shall prevent LTV, the Village or Cablevision from producing or sponsoring programming, prevent the Village or Cablevision from underwriting programming, or prevent the Village, Cablevision or LTV from engaging in activities designed to promote the production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels. LTV may promulgate and enforce policies and procedures that are designed to promote local use of the PEG access channels and make the programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities. A preference shall be given to residents of the Town of East Hampton and the Village of East Hampton in the use of channel space and equipment.

SECTION 3. INDEMNIFICATION:

LTV shall indemnify, defend and hold harmless the Village, its officers, agents and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons however the same may be caused directly or indirectly, arising or resulting from any alleged acts or omissions or LTV, its officers, employees, agents or subcontractors arising or resulting from the performance of this Agreement LTV shall indemnify and hold harmless the Village, its officers, agents and employees, and volunteers from and against any and all claims or other injury including loss of litigation and attorneys' fees arising from or in connection with claims, loss, damage to person or property arising out of the failure to comply with any applicable law, rules or regulations or other requirements of local, state or federal authorities, or claims of libel, slander, invasion of privacy or infringement of common law or statutory copyright, for breach of contract or other injury damage at law or equity which claims directly or indirectly result from LTV's use of channels, funds, equipment, facilities or staff granted under this Agreement or the Franchise Agreement The Village shall indemnify, defend and hold harmless LTV, its officers, agents and employees from and against any and all claims, losses, liabilities or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement caused in whole or in part by any act or omission of the Village.

SECTION 4. COPYRIGHT CLEARANCE

Before cablecasting video transmissions, LTV shall require all users to certify in writing that they have made appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing, organizations, representatives, and without limitation from the foregoing any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by LTV. LTV shall maintain for the Village's inspection upon reasonable notice by the Village and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 5. COPYRIGHT AND OWNERSHIP:

LTV shall own the copyright of any programs it may choose from time to time to produce. The copyrights of programming produced by the public shall be held by such persons who produce said programming.

SECTION 6. DISTRIBUTION RIGHTS:

- A. LTV shall require that all programs produced with funds, equipment, facilities or staff granted under this Agreement shall be cablecast on channels which use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond cablecasting on channels authorized by this Agreement) so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
- B. At least at the beginning and the end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, LTV shall display a credit stating "Partial funding for this channel is provided by the Village of East Hampton," such credit shall also state that the opinions expressed as well as content contained in the programming on the PEG access channels are the sole responsibility of the program producers.

SECTION 7. EQUIPMENT AND FACILITIES:

- A. LTV shall be responsible for the maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds pursuant to this Agreement.
- B. LTV shall own all equipment and facilities acquired by it and purchased by funds received pursuant to this Agreement, and shall use it for the purposes set forth herein. In addition, all property purchased by LTV pursuant to other funds shall remain LTV's property and may be freely moved or removed at LTV's sole discretion. LTV agrees not to grant a security interest in purchased equipment to any third party without the Village's consent, which consent will not be

unreasonably withheld or delayed. Upon the dissolution of LTV, it shall, subject to the approval of the Village, transfer all assets of LTV representing equipment or facilities funded by the Village or the proceeds of either to the Village or, at the Village's option, such organization or organizations designated by the Village to manage access which shall at the time qualify as tax-exempt organizations under Sec. 501(c)(3) of the Internal Revenue Code, (or the corresponding provisions of any future U.S. Internal Revenue Law).

SECTION 8. INSURANCE

LTV shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this section. The cost of such insurance shall be borne by LTV and may be included in LTV's annual budget.

- A. COMPREHENSIVE LIABILITY INSURANCE.** Comprehensive Liability insurance, including protective completed operations and broad form and contractual liability, property damage and personal injury coverage and comprehensive automobile liability including owned, hired and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000.00 for each person, each occurrence in aggregate; (2) Property Damage, \$1,000,000.00 for each occurrence in aggregate.
- B. EQUIPMENT INSURANCE.** Insurance shall be maintained on all equipment and facilities including fixtures funding in whole or in part under this Agreement to replacement cost. The insurance shall include at a minimum insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.
- C. WORKERS COMPENSATION.** Full Workers Compensation insurance and Employer's Liability with limits as required by New York State law, with an insurance carrier satisfactory to the Village.
- D. CABLECASTERS ERRORS AND OMISSIONS INSURANCE.** Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual acts as producers.
- E. VILLAGE AS CO-INSURED OR ADDITIONAL INSURED.** The Village shall be named as a co- insured or additionally insured on all aforementioned insurance policies. The policies shall provide no cancellation. Major change in coverage or expiration may be affected by the insurance company or LTV without first giving the Village thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or

self- insurance maintained by the Village, its officers, agents, employees or volunteers shall be in excess of the LTV insurance and shall not contribute to it.

- F. **NOTIFICATION OF COVERAGE.** LTV shall by December 31st of each calendar year file with the Village proof of the following insurance coverage: (1) Comprehensive Liability and Workers Compensation, (2) Equipment Insurance covering all LTV equipment which is located in an LTV- controlled facility or in a Village-owned facility, (3) Cablecaster's Errors and Omissions insurance prior to the commencement of cablecasting of programming on the designated PEO access channels for the calendar year in question.

SECTION 9. NON-DISCRIMINATION IN EMPLOYMENT:

- A. LTV shall not discriminate against any person, employee or applicant for Employment, or subcontractor on the basis of race, color, creed, religion, sex preference, marital status, national origin or physical or mental handicap.
- B. LTV shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sexual preference, marital status, national origin or physical or mental handicap.

SECTION 10. INDEPENDENT CONTRACTOR:

It is understood and agreed that LTV is an independent contractor, and that no relationship of principal/agent or employer/employee exists between the Village and LTV. If in the performance of this Agreement any third persons are employed by LTV, such persons shall entirely and exclusively be under the control, direction and supervision of LTV. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by LTV and the Village shall have no right or authority over such persons or terms of employment.

SECTION 11. ASSIGNMENT AND SUBLETTING:

This Agreement or any interest herein shall not be assigned or transferred by LTV except as expressly authorized in writing by the Village.

SECTION 12. ANNUAL REPORTS:

Prior to April 1st of each year, LTV shall submit to the Village an Annual Report for the preceding fiscal year, (January 1st through December 31st). This Report shall contain the following information: (a) statistics on programming and services provided; (b) a current and complete listing of LTV's Board of Directors; (c) year-end financial statements audited or reviewed by an independent certified Public Accountant; and (d) budget for current year.

SECTION 13. RECORD FISCAL AUDIT:

- A. LTV shall maintain all necessary books and records in accordance with generally accepted accounting principles.
- B. Upon reasonable request of the Village, LTV shall at any time during normal business hours make available all of its records with respect to all matters covered by this Agreement.
- C. LTV shall prepare or have prepared and submit to the Village a fiscal audit by a Certified Public Accountant at least every 1 year.

SECTION 14. FUNDING:

During the term of this Agreement, the Village agrees to make the following funds and resources available to LTV:

- A. Cablevision has dedicated certain channel capacity spectrum, digital and analog on the cable system for PEG access use, specifically channels 20, 22. The Village agrees to permit LTV to manage that channel capacity for PEG access programming purposes.
- B. Funding to LTV for provision of equipment and materials related to the provision of PEG access management on behalf of the Village shall consist of the following payments:
 - (1) The Village shall provide to LTV 60% of the franchise fee received by the Village from Cablevision.

SECTION 15. RECEIPT OF APPROVED FUNDING:

For each year of this Agreement, the Village shall make four (4) quarterly payments to LTV. The payments to LTV shall reflect an amount equal to 60% of the franchise fee payments received from Cablevision.

SECTION 16. FUNDING FROM OTHER SOURCES:

During the course of this Agreement LTV may obtain supplemental funds from other sources. These funds may include but are not limited to fund-raising activities.

SECTION 17. TERM OF THE AGREEMENT:

Unless extended by mutual agreement of the Village and LTV, this Agreement shall continue for a period of 2 years commencing on _____, 2023. Upon expiration of

this Agreement, LTV shall, subject to review and consent by the Village Board, have the option to renew this Agreement for an additional three (3) year term. The Village of East Hampton agrees that it will not unreasonably withhold the consent necessary for LTV to exercise this renewal option.

SECTION 18. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS:

- A. The Village shall have the right upon one hundred and twenty (120) days notice to LTV to terminate this Agreement for:
 - (1) breach of any material provision of this Agreement by LTV; or
 - (2) Malfeasance, misfeasance, misappropriation of funds.
- B. LTV may avoid termination by curing any such breach to the satisfaction of the Village within one hundred twenty (120) days of notification. The Village may also terminate this Agreement at the expiration of its term or any extension thereof.
- C. Upon termination of this Agreement, LTV shall promptly transfer to the Village all equipment, real property, fixtures, contracts, leases, deposit accountants or other assets received by or purchase by LTV with funds received pursuant to this Agreement, provided the Village shall have no right to any other property of LTV.

SECTION 19. EXTENSION OF AGREEMENT:

This Agreement may be renewed or extended for additional periods of 1 year each pursuant to the following process:

- A. If LTV seeks an extension of this Agreement, it shall 6 months before the expiration of this Agreement and the Franchise, submit to the Village a letter of intent requesting an extension.
- B. At least 3 months prior to the expiration of the Franchise, the Village shall respond to LTV's letter of intent to request extension. If the Village intends to deny an extension of the Agreement, it shall provide such notice to LTV sixty (60) days prior to the date of termination.

SECTION 20. COOPERATION:

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 21. APPLICABLE LAW:

This Agreement shall be interpreted and enforced under the laws of the State of New

York.

SECTION 22. NOTICES:

All notices and other communication to be given by either party may be given in writing, depositing the same in the U.S. Mail, postage prepaid, and addressed to the appropriate parties as follows:

To the Village of East Hampton: Village of East Hampton
Attention: Village Administrator
86 Main Street
East Hampton, NY 11937

To Chairman of the Board of LTV: Local Television, Inc.
P.O Box799
Wainscott, NY 11975

Any party may change its address upon written notice to the party at any time.

SECTION 23. ENTIRE AGREEMENT:

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendments to this Agreement shall be valid.

SECTION 24. OBLIGATIONS OF THE VILLAGE:

- (1) In the event the Village is asked by Cablevision to (a) amend the Franchise or (b) approve a transfer of control or assignment, the Village shall give LTV an opportunity to comment on any proposed action prior to action being taken by the Village with regard to funding support, facilities or equipment or other changes to the Franchise that would affect LTV's delivery of services to the Village and its residents.

- (2) The Village shall (i) make available for cablecasting by LTV (either live or taped) all public meetings of the Village Board or other agencies of the Village and (ii) cooperate with LTV so that LTV may have reasonable access to the telecommunications facilities of the Village to enable LTV to serve the Village in connection with the PEG access mission described in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

INCORPORATED VILLAGE OF EAST HAMPTON:
A MUNICIPAL CORPORATION

By: _____

Jerry Larsen, Mayor

LOCAL TELEVISION, INC.- A NOT-FOR-PROFIT CORPORATION

By: _____

Print: _____, Executive Director

OCT 20 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Village of East Hampton / East Hampton Village Police Department	Date: 9/15/23
Program Name: Livescan Equipment Program	Award Amount: \$23,600 ¹
Signatory Name and Title: Marcos Baladron, Village Administrator	Term Dates: TBD
Email: mbaladron@easthamptonvillage.org	Contract Number: T637714
Program Description: To support the purchase of Livescan equipment.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 2019-DJ-BX-0017 Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$ 8,576,883 Federal Fiscal Year of Funds: FFY 19 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Grace Feeney-Caswell, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2203 Email: grace.feeney-caswell@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

¹ This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.