

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
Emergency Services Building, 1 Cedar Street, East Hampton, NY
OCTOBER 21, 2022 MEETING

OPEN TO THE PUBLIC

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PRESENTATIONS: Hugh King
Ed Hollander – Town Pond Design
Dan Gullatari – East Hampton Town First Responder HHC Competition

BOARD DISCUSSION: Main Beach Lot 2 – Tree Planting
Billy Hajek - Coastal Erosion Hazard Area

PUBLIC HEARING: Introductory #4-2022, a proposed local law amending Ch. 267-4(A)(9) to alleviate traffic flow, parking and line-of-sight issues on Dayton Lane near Dayton Lane/Main Street intersection. (1 of 2)

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

Resolution #249-2022; Approve claim vouchers for the month of September.

Resolution #250-2022; Approve Warrants as listed:	#10	9/30/2022	GUARANTEES-SEPT'22
	#11	9/30/2022	GEN FUND #2-SEPT'22
	#12	9/30/2022	LOSAP-SEPT'22
	#13	10/21/2022	GEN FUND #1-OCT'22
	#14	10/21/2022	GEN FUND-WARRANT OCT'22
	#15	10/21/2022	CAPITAL FUND-OCT'22

Resolution #251-2022; Approve Budget Transfer Schedule #12, Reference #12, dated October 7th, 2022.

Resolution #252-2022; Approve minutes from meetings held on August 19th, September 1st, and September 16th, 2022.

Resolution #253-2022; Approve departmental reports.

Resolution #254-2022; as per §267-39 (A) To make long-term daily parking fees consistent at \$10.00.

Resolution #255-2022; Approve Ambulance Association membership changes as listed (*as per 9/28/22 memo*):
Resignation of Paul D'Andrea, effective September 1, 2022
Resignation of Kathleen Weiss, effective September 28, 2022
Randy Hoffman, to exempt status (member since 2014)

Resolution #256-2022; Approve Jonda Stilwell and Francine Hanford to work as museum guides on a call-in basis from September 19th, 2022 to May 14th, 2023 at \$20.00 and \$18.00 per hour respectively.

Resolution #257-2022; Accept new Fire Dept. member: Manuel Pucha of Hose Co# 4. *(as per Chief Forrester Oct. 12th memo)*

Resolution #258-2022; Appoint Dale Leff to the Design Review Board, term to expire on July 31, 2024.
Appoint Sue Davies to the Design Review Board, term to expire on July 31, 2024.
Appoint Jeff Williams to the Planning Board, term to expire on July 31, 2027.
Appoint Abigail Lamb to the Zoning Board of Appeals (Alternate), term to expire on July 31, 2025.
Appoint James McMullan as Vice Chair to the Zoning Board of Appeals, term to expire on July 31, 2023.

Resolution #259-2022; Employ Gary Brandel as a part-time paramedic at the hourly rate of \$32.00, effective October 11, 2022 retroactively.

Resolution #260-2022; Approve \$2.00 hourly wage increase at the hourly rate of \$ 32.00 for part time mason's Jose Londono and Ferney Londono, effective August 1, 2022 retroactively.

Resolution #261-2022; Approve Annual Maintenance/Service Contract (contract period: 11/3/22– 11/2/23 cost: \$5,080) with Mayday Communications for the Emergency Radio Operations & Dispatch's audiolog digital voice recording system *(as per Chief Tracey's Oct. 11th memo)*

Resolution #262-2022; Approve the \$2,937 purchase of a Talon Radar Unit from Kustom Signals (NYSOGS Contract #PC68531, as per Chief Tracey's Oct. 7th memo)

Resolution #263-2022; Approve \$7,837.68 (with a \$300 trade-in for the 3 old ones) for three Lifepak 1000 AED's from Stryker Medical *(as per Chief Tracey's Oct. 7th memo)*

Resolution #264-2022; approve Dunemere Lane, Darby Lane & James Lane-Main Street Intersection paving improvements by Rosemar at cost of \$81,869.00 *(as per SCDPW Contract MHC093019 & EH Town Highway Contract – please refer to Oct. 11th memo from D. Collins)*

Resolution #265-2022; Notice to bidders for Class B Turn-out Gear for the Fire Department, with the bid opening to be held on November 7, 2022 at 2:00 p.m.

Resolution #266-2022; Reject September 12, 2022 bid received from Intricate Tech Solutions Ltd for the HVAC & Heating Maintenance Contract.

Resolution #267-2022; Accept September 12, 2022 bid received from Grant Heating & Cooling, Inc. for the HVAC & Heating Maintenance Contract.

Resolution #268-2022; Accept \$30,000 Robert Hefner Historical Consulting Agreement for Phase II of the Dominy Shops.

Resolution #269-2022; Accept the \$34,800 proposal from H2M Architects & Engineers for STP Siting Feasibility Analysis.

Resolution #270-2022; hereby creating the East Hampton Traffic Committee:

Jerry Larsen, EHV Mayor (or Designee)

Michael Tracey, EHV Chief of Police

Dave Collins, EHV Superintendent Public Works

Billy Hajek, EHV Planner

as members.

Peter Van Scoyoc, EHT Supervisor (or Designee)

Michael Sarlo, EHT Chief of Police

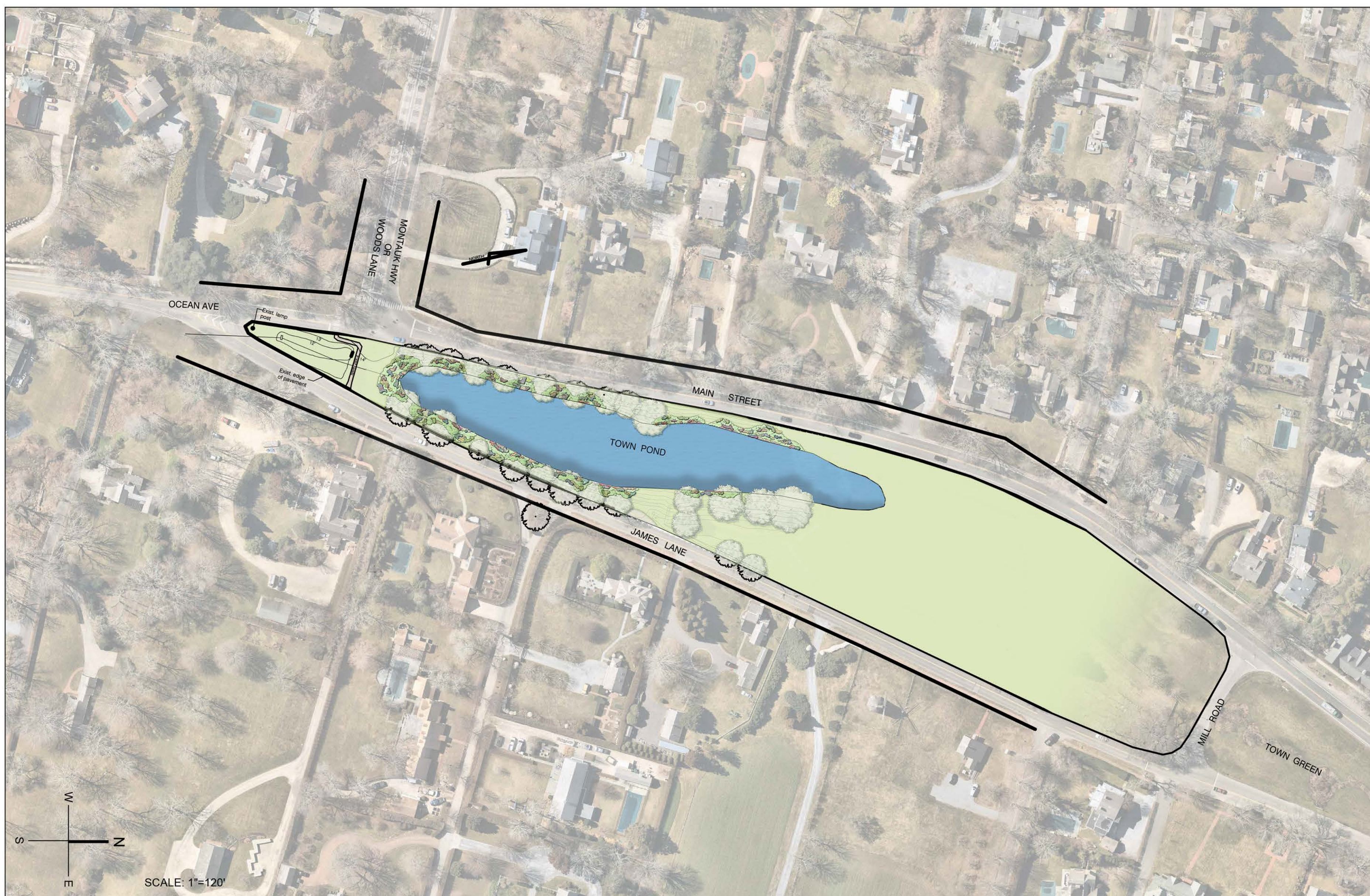
Stephen Lynch, EHT Superintendent of Highway

Jeremy Samuelson, EHT Director of Planning Dept.

Resolution #271-2022; Approve Suffolk Security Systems proposal to update and replace outdated alarm systems: Vista 32-FB series alarm panel \$7,557.00 for the Osborn-Jackson House and Vista 128-FB series alarm panel \$8,773.00 for Village Hall.

Resolution #272-2022; Approve Aesthetics Committee Charter.

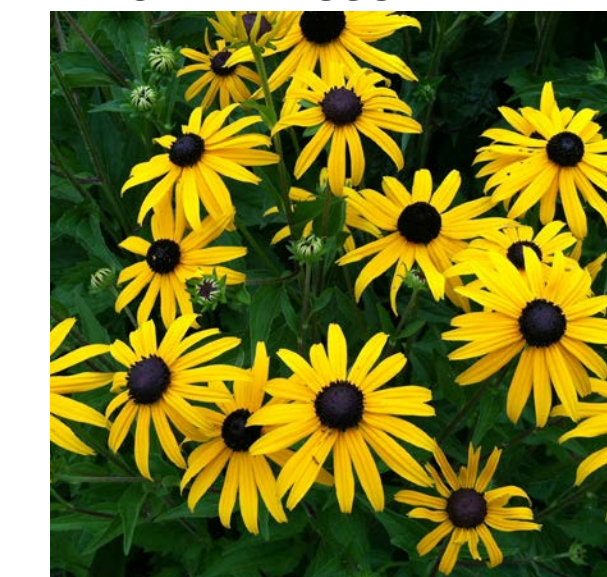
Executive Session: Real Estate
Personnel
Legal



MESIC PLANTING MIX

HYDRIC PLANTING MIX

Rudbeckia fulgida
BLACK EYED SUSAN



Echinacea purpurea
PURPLE CONEFLOWER



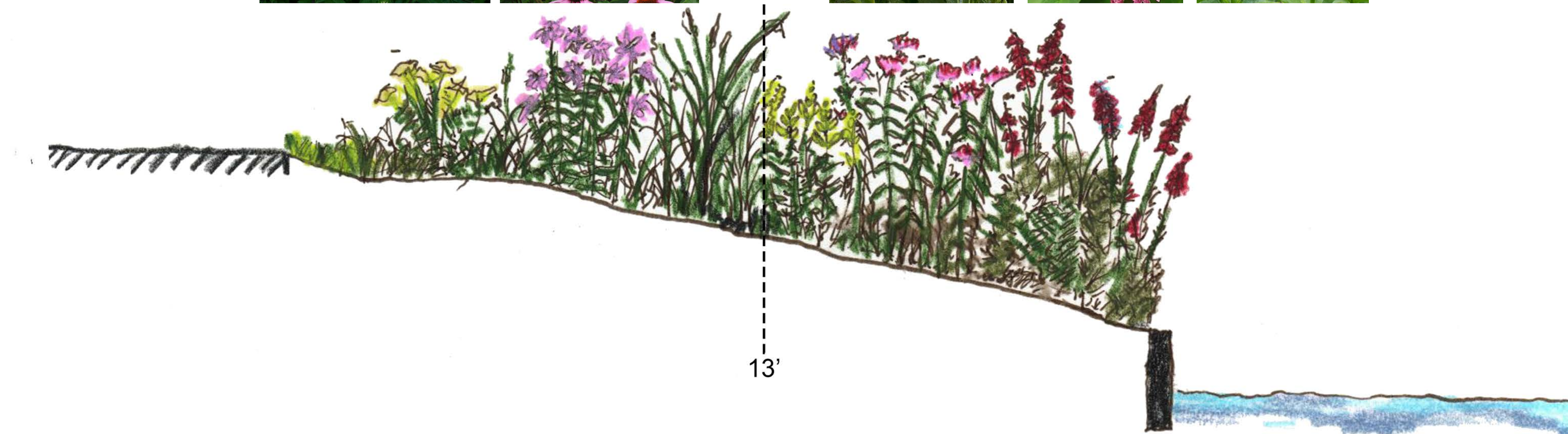
Chelone glabra
WHITE TURTLEHEAD



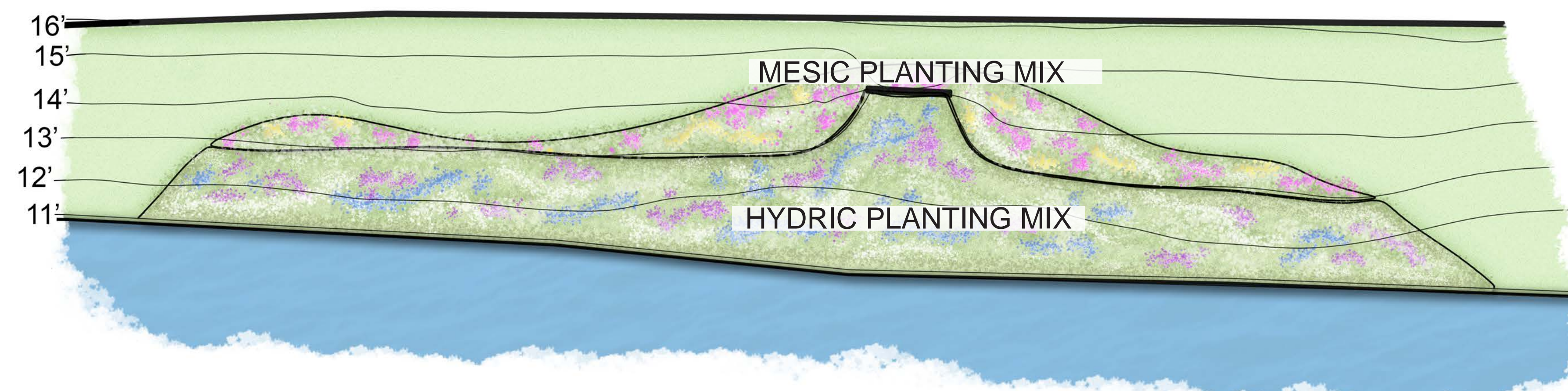
Asclepias incarnata
SWAMP MILKWEED



Lobelia cardinalis
CARDINAL FLOWER



TYPICAL MEADOW PLANTING BED



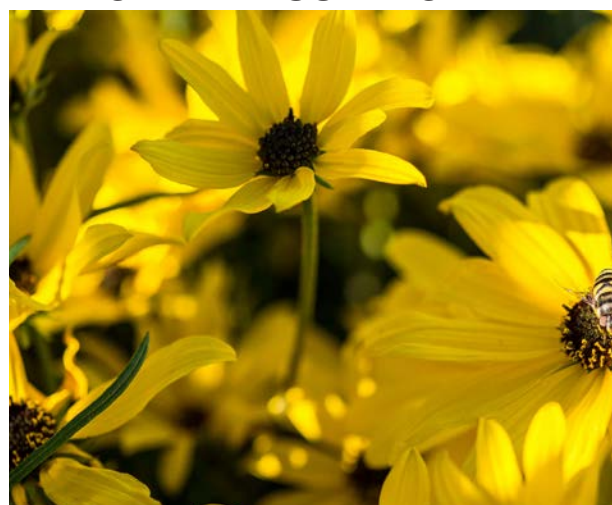
MESIC PLANTING MIX

HYDRIC PLANTING MIX

Achillea Millefolium
YARROW



Helianthus salicifolius 'Autumn Gold'
WILLOWLEAF SUNFLOWER



Eupatorium purpureum 'Ruby'
JOE-PYE WEED



Panicum virgatum 'Shenandoah'
RED SWITCHGRASS



Hibiscus 'Luna Rose'
SWAMP MALLOWS



Lobelia siphilitica
BLUE CARDINAL FLOWER

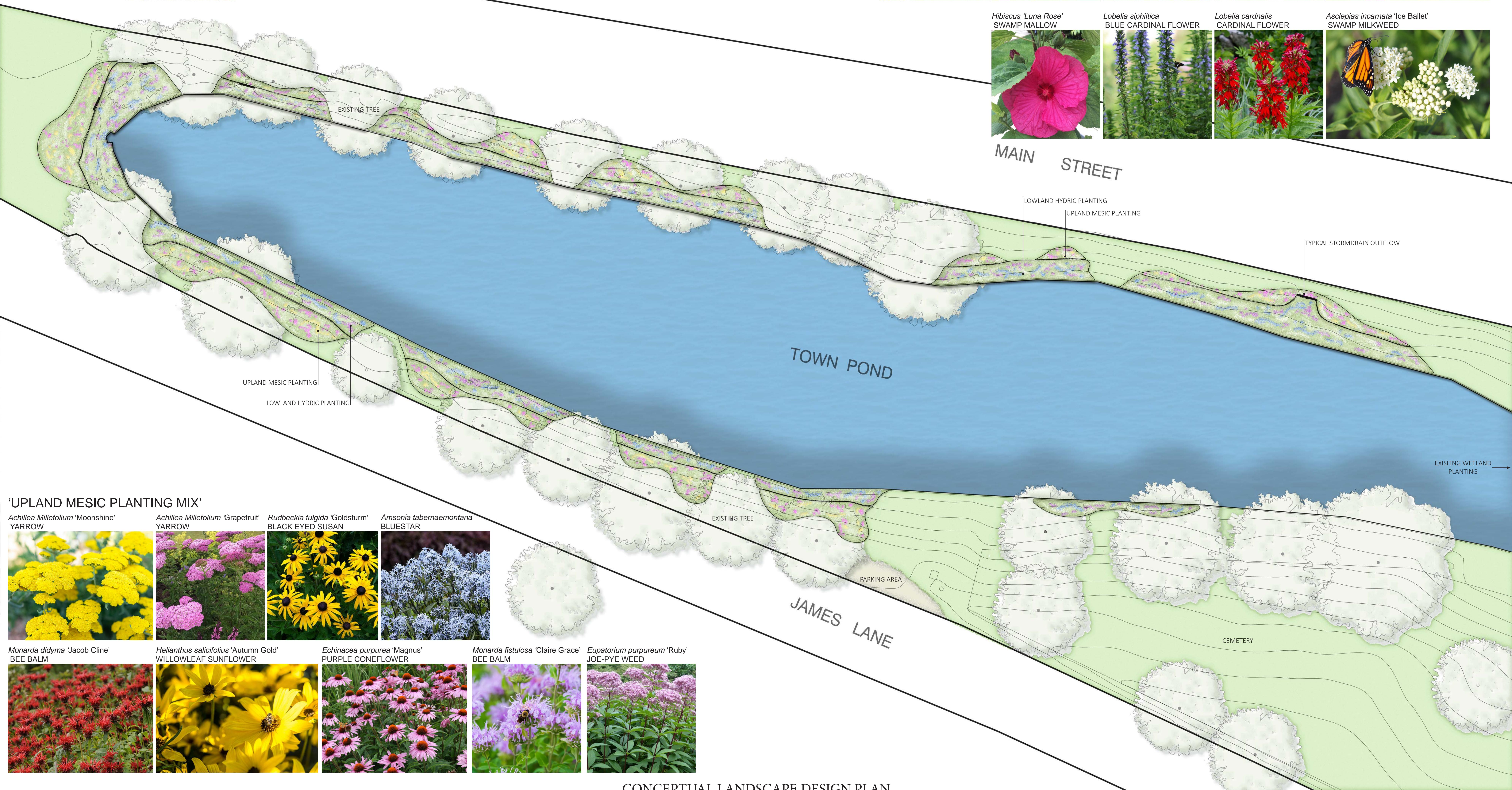


CONCEPT PLANTING SKETCH
**TOWN POND POLLINATOR
MEADOW GARDENS**
EAST HAMPTON, NY

MIXED GRASS PLANTING



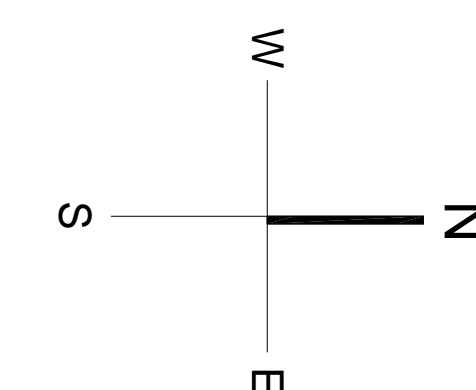
'LOWLAND HYDRIC PLANTING MIX'



'UPLAND MESIC PLANTING MIX'



CONCEPTUAL LANDSCAPE DESIGN PLAN
TOWN POND POLLINATOR
MEADOW GARDENS
EAST HAMPTON, NY



DRAWN BY: TS
CHECKED BY: EDH/JW
SCALE: 1/16"=1'
DATE: 8/8/2022

SET: CP
SHEET: 1.10

1st Annual East Hampton Town 1st Responders HHC Competition

2022/23 Heart Healthy Challenge rules:

Start Date: November 1st 2022

End Date: Midnight of February 14th 2023

Final Weigh-ins, and activities list to be submitted no later than 5pm February 15th 2023

Cost \$50. All proceeds to benefit the East Hampton Food Pantry

1st, 2nd & 3rd place prizes to be awarded to the top winners.

We would contact, ie., Gurney's Inn for a Spa Experience, Geek Hampton for a Mac Book, and the Harvest for possible 3rd place prize. We'd seek a title sponsor to put out PSA on the radio and print to solicit participants.

Eligible Participants: Any members (& their family members) of the EHFD, AFD, MFD, SFD, EHPD, EHVPD & EHVOR.

Rules & Scoring:

Scoring: Each week, Monday 8am through Tuesday at 12 noon.

Each competitor will submit a photo of their scale weight, a log of physical activities completed and for a bonus point, submit a Picture, Pictures or samples of new healthy eating habits.

3 points awarded for weight loss of 1lb or more.

2 points of recorded physical activities of 100 minutes (Roughly 1.6 hours per week). After week #3, this will move up to 300 mins per week or 5 hrs. or more per week.

1 point for pictures of healthy eating habits.

Max points: 5

Penalties: If the candidate gains weight, from the prior week, 3 points will be deducted from their score.

Mulligans & allowances: Competitors can miss 2 weigh-ins, after 3 missed weigh-ins they're disqualified from the 1st, 2nd & 3rd place awards but can remain in the competition.

Scores will be posted on an excel spread sheet in private until the mid-way point of the competition.

In Addition, Bonus pts added to the score at the end of the competition:

25 pts awarded for resting heart rate scores under **70 BPMs**

50 pts awarded for blood pressure scores under: **120/80**

100 pts awarded for cholesterol levels less than **200 mg/dL**

Other bonus points awarded: (25 each) for each additional medical fitness exam:

For women: Mammograms, Pap smears, General physicals, skin cancer & colon screening.

For men: General physical, Prostrate, skin cancer & colon screening.

We're seeking mentoring support from EH YMCA, as well as program guidance & supervision.

Also seeking help from East Hampton Family Medicine, Dr Dempsey.

Highest score at the end of the challenge wins ..

86 Main Street
East Hampton, New York 11937-2730

JERRY LARSEN, Mayor



Phone 631.324.4150
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www.easthamptonvillage.org

VILLAGE OF EAST HAMPTON

Office of

Planner

Memorandum

DATE: August 19, 2022

TO: Marcos Baladron, Village Administrator

FROM: Billy Hajek

RE: **Coastal Erosion Hazard Area – Expiration of Permits**

Chapter 101 of the Village Code – Coastal Erosion Hazard Areas – regulates construction within the coastal high hazard areas. The coastal high hazard areas exist along the Village’s entire ocean front, from Georgica Pond past Two Mile Hollow Beach. This regulation was established by the New York State Department of Environmental Conservation (NYSDEC) and is implemented by the Village through the review and issuance of Coastal Erosion Hazard Area (CEHA) permits/variances. As the Coastal Erosion Hazard Board of Review (the “Board,”) the Village’s Zoning Board of Appeals hears and decides on variance requests.

The regulation currently contains a provision that all variances granted by the Board expire in one year. Section 101-22 (Expiration of Variances) reads as follows:

“Any construction activity allowed by a variance granted by the Coastal Erosion Hazard Board of Review must be completed within one year from the date of approval or approval with modifications or conditions. Variances expire at the end of this one-year period without further hearing or action by the Coastal Erosion Hazard Board of Review.”

In most instances, Coastal Erosion Hazard Area variances require extensions of time from the one-year expiration requirement. There are a variety of reasons why extensions of time are needed, including but not limited to:

- The Board typically imposes conditions to the permit that must be fulfilled prior to the issuance of a building permit. Examples may include filing legal documents (easements and/or covenants and restrictions), submission of supplemental or more detailed plans, installation of project limiting fencing, etc.
- Additional permits and approvals are typically required after a Coastal Erosion Hazard Area variance is issued, including but not limited to securing a NYSDEC tidal wetlands

permit, Suffolk County Health Department permit and a Village Building Permit. These various approvals take time for Applicants to secure and must be obtained prior to the start of the project.

- Some projects are very complex and require more than one year to complete.

I recommend an adjustment to the regulation which allows variances to be valid for a period of three (3) years.

If the Board of Trustees are in agreement, this will require a change to Chapter 101, which is subject to the same process as a zoning code amendment. In addition, any changes to Chapter 101 must also be approved by the NYSDEC. I have held preliminary discussions with NYSDEC staff who offered no objection to this concept.

I look forward to discussing this matter with the Board of Trustees at the next available meeting.

–BH

Cc: Thomas Preiato, Principal Building Inspector
Vincent Messina, Village Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Inc. Village of East Hampton will hold a public hearing on Friday, the 21st day of October, 2022, at 11:00 a.m. at the Emergency Services Building, One Cedar St, East Hampton, NY, at which time all interested persons will be heard with respect to Introductory #4-2022, a proposed Local Law amending the Code of the Village of East Hampton, §267-4; Vehicles & Traffic; Parking prohibited in designated locations, to alleviate traffic flow, parking and line-of-sight issues on Dayton Lane near the Dayton Lane/Main Street intersection.

INTRODUCTORY NO. FOUR - 2022 LOCAL LAW NO. ____, 2022

A local law amending Chapter 267 (Vehicles & Traffic) to alleviate traffic flow, parking and line-of-sight issues in the area.

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

SECTION II. The provisions of §267-4 of the Code of the Village of East Hampton are hereby amended as follows (bracketed material is to be deleted; underlined material is to be added):

§ 267-4. Parking prohibited in designated locations.

A. The parking of vehicles in any of the following locations is hereby prohibited:

(9) On both sides of Dayton Lane, from the intersection of Main Street and Dayton Lane [~~438~~ 600 feet in a westerly direction.

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: September 16, 2022

By Order of the
BOARD OF TRUSTEES
Inc. Village of East Hampton
PAMELA J. BENNETT
Village Clerk

RESOLUTION # 253 - 2022

OCT 21 2022

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 *gmp*

CC: Marcos Baladron, Village Administrator

Chief Tracey, Lt. Erickson, EHVPD,

Date: October 3, 2022

Re: Monthly Report for SEPTEMBER 2022

Building Permits Issued (incl. 6 additional work):	17
Demolition Permits:	0
Limited Work Permits:	1
Signs:	2
Outdoor Dining/Seating:	0
Garage/Yard Sale:	3
Inspections Performed:	112
Certificate of Occupancies/ Compliance:	8
Updated Certificate of Occupancies:	6
Notice of Violations:	9
Stop Work Orders:	2

EastHamptonVillageNY

M5 Certificate Report
From 09/01/2022 To 09/30/2022

Certificate Details

Certificate Date	Certificate Number	Permit Number	Certificate Type	Permit Type	Parcel Owner	Legal Address	Parcel ID	Work Description
9/6/2022	47		CO		THE GEORGES FAMILY TRUST	83 NEWTOWN LANE	2.-2-31	A two story wood frame SINGLE FAMILY DWELLING with no attic and a partially finished basement; brick walk with a covered entry at front; brick stoop at rear and a one story wood frame detached garage (without plumbing) with an attached shed.
9/7/2022	11019-22	11019-22	CO	BUILDING PERMIT	MAKRIANES, JUDITH E.	5 AMY'S COURT	4.1-1-3	FINISHED BASEMENT
9/13/2022	10600-18	10600-18	CO	BUILDING PERMIT	121 FURTHER LANE LLC	121 FURTHER LANE	4.-12-4.5	REPAIR EXISTING SUNROOM 4/24/2019 ADDED AUTOMATIC ENTRANCE GATES, INSTALL A SPA WITH PATIOS
9/12/2022	50		CO		JAV 7 ESTATES, LLC	7 RAILROAD AVENUE	2.-2-4	This also closes out permit # 5874 and 7253.
9/14/2022	51		CO		ZABORSKI, JAMES W. & PATRICE	110 PARK PLACE	3.2-2-1	The second floor portion only of a two story Type III construction COMMERCIAL building; unfinished attic spaces; most recently occupied by one group B business unit used as an OFFICE; equipped with an automatic fire sprinkler system.
9/12/2022	49		CO		BARONE, MICHELLE	13 DAVIDS LANE	3.-9-4	Updated Certificate of Occupancy
9/22/2022	10854-21	10854-21	CO	BUILDING PERMIT	ZECKENDORF, JENNIFER Y.	17 CHURCH STREET	2.-6-31.1	NEW SINGLE FAMILY DWELLING AND SWIMMING POOL
9/19/2022	10927-21	10927-21	CO	BUILDING PERMIT	8 PUDDING HILL LANE LLC	8 PUDDING HILL LANE	8.-13-13	NEW COVERED STONE PORCH, NEW SECOND FLOOR WOOD DECK, NEW BARBEQUE AREA WITH CONCRETE PAD
9/28/2022	10280-15	10280-15	CO	BUILDING PERMIT	MOO MOO LLC	81 JERICHO ROAD	13.-1-4	NEW SF FD, ATTACHED GARAGE 18 X 57.5, POOL, POOL HOUSE, PATIO & GENERATOR 11/23/21 POOL HOUSE REVISIONS 5/27/2022-ADDED POOL HOUSE TRELLIS
9/27/2022	10693-19	10693-19	CO	BUILDING PERMIT	THE LEE-M TRUST	37 LEE AVENUE	13.-9-2	LIFTING HOUSE AND PUTTING A NEW FOUNDATION UNDER, RENO TO EXISTING HOUSE INCL. NEW MECHANICALS, ELECTRIC, MASONRY FIREPLACES, WINDOWS, SIDING AND FINISHES, FINISHED BASEMENT, SPRINKLER SYSTEM. 22 X 60

EastHamptonVillageNY

M5 Certificate Report
From 09/01/2022 To 09/30/2022

9/20/2022	10759-20	10759-20	CO	BUILDING PERMIT	GRANT, DANIEL AND MICHELLE	1 GEORGICA ROAD	8.-12-5.15	GUNITE POOL & POOL HOUSE RESURFACE ELEVATED DECK, ADD OUTDOOR SHOWER TO DECK, RAILINGS, BLUESTONE PATIO & FINISHED BASEMENT
9/16/2022	52		CO		GAVIN, CATHERINE R.	57 JERICO ROAD	7.-7-10.1	This update also closes out permits # 7360 and 7386. ZBA approval granted for accessory building to be converted to habitable space without a kitchen. Survey prepared by Saskas Surveying Company, P.C. last dated 3/27/2020.
9/28/2022	53		CO		THE JOHN & MARY CLARKE LIMITED	52 OCEAN AVENUE	8.-13-20	
9/22/2022	10997-22	10997-22	CC	BUILDING PERMIT	MIDDLE EARTH PARTNERS, LL	10 JONES CREEK LANE	12.-4-2.3	NEW SOLAR PANELS

EastHamptonVillageNY

M5 New Permit Report From 09/01/2022 To 09/30/2022

Department	Application Date	Permit Date	Permit Number	Permit Type	Permit Status	Parcel Owner	Work Address	Work Priority	Company	Contractor	Contractor Email	Work Description	Fee Total	Cost of Construction	Sq. Footage	Expiration Date	Days Inactive	Parcel Zone	Flood Zone	Flags
	8/25/2022	9/12/2022	06-2022	TEMPORARY SIGN PERMIT	OPEN	101 MAIN STREET EAST HAMPTON NY 11937	8 JAMES LANE	8-5-7	E.H. HISTORICAL SOCIETY	No name found		TEMPORARY SIGN PERMIT 4 X 8				10/2/2022	21	R-80/R-40		No Flags
	8/30/2022	9/3/2022	08-2022	GARAGE SALE	CLOSED	115 15TH AVENUE VERO BEACH FL 32962	197 NEWTOWN LANE	1-5-4	PHYLLIS MCKALLIP REV. TRUST	No name found		GARAGE SALE				9/5/2022	30	R-40		No Flags
	9/6/2022	9/9/2022	09-2022	GARAGE SALE	CLOSED	SUITE #400 ADVENTURA FL 33160	72 APAQUOGUE ROAD	12-6-9	SALTZMAN, CYNTHIA	No name found		GARAGE SALE 9/9 9-4 9/10 9-4 9/11 10-2				9/11/2022	24	R-160		No Flags
	8/31/2022	9/6/2022	11019-22	BUILDING PERMIT	CLOSED	PO BOX 434 EAST HAMPTON NY 11937	5 AMY'S COURT	4-1-1-3		MAKRIANES, JUDITH E.		LEGALIZE PARTIALLY FINISHED BASEMENT	\$60.00	\$9,500.00		9/6/2023	27	R-20		No Flags
	9/7/2022	9/10/2022	10-2022	GARAGE SALE	CLOSED	61 MEADOW WAY EAST HAMPTON NY 11937	61 MEADOW WAY	8-4-11	BROWN, GREGORY J. &	No name found		GARAGE SALE 9-1				9/10/2022	23	R-40		No Flags
	8/29/2022	9/8/2022	11020-22	BUILDING PERMIT	OPEN	11 COOPER LANE EAST HAMPTON NY 11937 - 617-755-1922	11 COOPER LANE	1-2-32	C & J PLUMBING AND HEATING	LOUIS TSALIKIS67 PINWOOD AVENUE CENTRAL ISIP NY 11722 (631)675-2690 C/PHSERVICES@GMAIL.COM	C/PHSERVICES@GMAIL.COM	INTERIOR RENO	\$675.00	\$75,000.00		9/9/2023	25	R-40		No Flags
	8/5/2022	9/8/2022	11021-22	BUILDING PERMIT	OPEN	APT. 14B NEW YORK NY 10003	125 FURTHUR LANE	4-12-8	T S MOTT GENERAL CONTRACTING	SEAN MOTTPO BOX 3204 SAG HARBOR NY 11963 631-725-3522 TSMOTTGC@GMAIL.COM	TSMOTTGC@GMAIL.COM	RENO TO EXISTING FINISHED BASEMENT CREATING A GYM SPACE	\$970.00	\$134,000.00		9/8/2023	25	R-160		No Flags
	8/19/2022	9/15/2022	11022-22	BUILDING PERMIT	OPEN	11 PONDVIEW	11 PONDVIEW	9-1-9-4	JOHN WHELAN	JOHN WHELANPO BOX 1906 EAST HAMPTON NY 11937 631-660-0701	JOHNPALWHELAN@GMAIL.COM	INTERIOR RENO, NEW	\$9,590.00	\$1,858,000.00		9/15/2023	18	R-80		No Flags

EastHamptonVillageNY

M5 New Permit Report From 09/01/2022 To 09/30/2022

					5 RIDGEVIEW CIRCLE ARMONK NY 10504	LANE			JOHNPALWHELAN@GMAIL.COM		WINDOWS							
9/8/2022	9/21/2022	11023-22	BUILDING PERMIT	OPEN	STU DAVIDOFF & JILL FORD 66 9TH STREET, APT 3E NEW YORK NY 10011 631-831-9967	64 MC GUIRK STREET	1-2-11.2	MARTIN PASSANTE	MARTIN PASSANTE178 BAYVIEW AVE NORTHPORT NY 11768 (631)747-1114 MARTYP@JIMPASARCHITECTS.COM	MARTYP@JIMPASARCHITECTS.COM	OPEN WOOD TRELLIS AT EXISTING DECKS	\$358.00	\$18,000.00	9/21/2023	12	R-40	No Flags	
4/12/2022	9/22/2022	11024-22	BUILDING PERMIT	OPEN	PO BOX 958 WAINSCOTT NY 11975	35 MAIDSTONE AVENUE	2-6-13	BEN KRUPINSKI BUILDER LLC	RAY HARDEN99 NEWTOWN LANE EAST HAMPTON NY 11937 631-324-3656 bkbuilder@msn.com	bkbuilder@msn.com	NEW PRE FAB FIREPALCE AND WINDOWS	\$400.00	\$25,000.00	9/22/2023	10	R-40	No Flags	
9/14/2022	9/23/2022	00009-22	LIMITED WORK - SANITARY	OPEN	16 ACCABONAC ROAD EAST HAMPTON NY 11937	16 ACCABONAC ROAD	4-4-2	MICRO EARTH MOVING INC.	RICHARD HAND1619 SAGG ROAD SAG HARBOR NY 11963 631-725-1236 MICROEARTHMOVING@YAHOO.COM	MICROEARTHMOVING@YAHOO.COM	LIMITED WORK - SANITARY INNOVATIVE AND ALTERNATIVE ON SITE WASTEWATER TREATMENT SYSTEMS		\$35,090.00	9/23/2023	10	R-20	No Flags	
8/24/2022	9/26/2022	11025-22	BUILDING PERMIT	OPEN	8 ST. CATHERINE'S MEWS LONDON SW3 2PX 631-907-3500	44 BUELL LANE	8-3-8	MARK ZEFF ARCHITECTS	MARK ZEFF81 NEWTOWN LANE #139 EAST HAMPTON NY 11937 (212)624-4004 ADMINSUPPORT@MARKZEFF.COM	ADMINSUPPORT@MARKZEFF.COM	INTERIOR RENOVATION, NEW WINDOWS, SIDING AND ROOF	\$3,355.00	\$600,040.00	9/26/2023	7	R-40	No Flags	
9/19/2022	9/27/2022	11026-22	BUILDING PERMIT	OPEN	970 PARK AVENUE NEW YORK NY 10028	37 GEORGICA CLOSE ROAD	7-4-9	5th GENERATION ELECTRIC	MARC FINI29 WILDWOOD TRAIL RIVERHEAD NY 11901 (631)514-4769		GENERATOR	\$550.00	\$50,000.00	9/27/2023	6	R-160	No Flags	
9/16/2022	9/28/2022	11027-22	BUILDING PERMIT	OPEN	C/O GF CAPITAL MANAGEMENT NEW YORK NY 10019	42 TERBELL LANE	13-10-6.1	HAMPTONS TENNIS COMPANY	DOUG DEGROOT411 HAMPTON ROAD SOUTHAMPTON NY 11968 631-283-8244 DOUG@HAMPTONSTENNIS.COM	DOUG@HAMPTONSTENNIS.COM	PICKLEBALL COURT 30' X 50'	\$820.00	\$104,000.00	9/28/2023	5	R-160	No Flags	
8/25/2022	9/30/2022	11028-22	BUILDING PERMIT	OPEN	834 FIFTH	44 HUNTING LANE	3-7-17.3	SOCIAL CONCRETE INC	JAIME PALACIOS144B MARINER DRIVE SOUTHAMPTON NY 11968 631-287-4616	JAIME@MAPESELECTRIC.COM	NEW 5F FD, FINISHED BASEMENT,	\$20,300.00	\$4,000,000.00	9/30/2023	3	R40/R20	No Flags	

TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES
FROM: MICHAEL J. TRACEY, CHIEF OF POLICE
SUBJECT: DISPATCH ACTIVITY REPORT

DISPATCH ACTIVITY REPORT FOR SEPTEMBER 2022

122 Calls Dispatched for East Hampton Fire Department
 East Hampton Village – 48
 Water District – 37
 NW Protection District - 43
 Mutual Aid - 0

141 Calls Dispatched for East Hampton Ambulance Association
 East Hampton Village – 37
 Water District – 58
 NW Protection District - 36
 Mutual Aid - 10

199 Calls Dispatched for East Hampton First Responder
 East Hampton Village – 31
 Water District – 41
 NW Protection District - 34
 Mutual Aid – 3

1,059 Calls Dispatched for East Hampton Village Police Department

1,197 Calls Dispatched for East Hampton Town Police Department

451 Calls Dispatched for Sag Harbor Village Police Department

49 Calls Dispatched for Amagansett Fire Department

50 Calls Dispatched for Amagansett Ambulance

38 Calls Dispatched for Montauk Fire Department

32 Calls Dispatched for Montauk Ambulance

15 Calls Dispatched for Sag Harbor Fire Department

81 Calls Dispatched for Sag Harbor Ambulance

27 Calls Dispatched for Springs Fire Department

46 Calls Dispatched for Springs Ambulance

0 Calls Dispatched for Town Haz-Mat Team

2 Calls Dispatched for Ocean Rescue Team

17 Miscellaneous FD Events *
 East Hampton – 15
 Amagansett – 0
 Montauk – 1
 Sag Harbor – 1
 Springs – 0

37 Miscellaneous EMS Events *
 East Hampton – 18
 Amagansett – 7
 Montauk - 4
 Sag Harbor – 1
 Springs - 7

1,181 911 Calls Received

3,880 7-Digit Telephone Calls Received / Placed

82 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): 39.75 Eight-Hour Shift/s
Training Hours (Code 615-616): 5.25 Eight-Hour Shift/s

Time Off:

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

Respectfully submitted,
MICHAEL J. TRACEY
Chief of Police

TO: EAST HAMPTON VILLAGE BOARD OF TRUSTEES
FROM: MICHAEL J. TRACEY, CHIEF OF POLICE
SUBJECT: POLICE ACTIVITY REPORT

UNIFORM DIVISION ACTIVITY REPORT FOR SEPTEMBER 2022

(Codes 030 - 693)

23 Aided Cases
75 Alarms Answered by the Patrols
17 Arrests Made by the Department
([4] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)
28 Assists to Disabled Motorists
Beach Patrol – 20 hours
Building Check – 61 hours
3 Child Safety Seat Inspections
Door Checks – 58 hours
14 Doors Found Open by the Patrols
2 Escorts
0 Fingerprinting
Foot Patrol – 20 hours
43 Motor Vehicle Accidents
272 Traffic Summonses Issued
(48 Speeding Summonses Issued)
1 Village Code Summonses Issued
(0 Animal on Beach Summonses Issued)
(0 Sign Summonses Issued)
447 Village Parking Summonses Issued

DETECTIVE ACTIVITY:

<u>Complaints Investigated</u>	Active Cases:	15
	Closed Cases:	24
<u>Paperwork for Court</u>	Arrest Warrant:	0
	Bench Warrant:	1
	Criminal Summons:	0
	Seal Orders:	0
	Supporting Deposition Requests:	0

MONTHLY GASOLINE USE - POLICE VEHICLES

September Gasoline total not received at time report submitted.

PERSONNEL

Overtime:

Non-Grant - Arrests, Cases, Shift Coverage <i>(Codes 161 - 181):</i>	22.5 Eight-Hour Shifts
Non-Grant - Foot Patrol, Street Crime, Other <i>(Codes 188 - 190):</i>	.7 Eight-Hour Shifts
Grants - STOP-DWI, Speed, Seatbelt <i>(Codes 185 - 187):</i>	0 Eight-Hour Shifts

Time Off:

Holidays, Personal, PBA Days, Vacation, Injured on Duty, Sick Time, DE Days, Compensatory Time, XDO, Funeral Days <i>(Codes 202 - 401):</i>	54.1 Eight-Hour Shifts
---	------------------------

Respectfully submitted,
MICHAEL J. TRACEY
Chief of Police



VILLAGE OF EAST HAMPTON Central Garage

Monthly report for September 2022

Vehicle maintenance for DPW:

1. Prep machines needed for daily use.
2. #25 – Removed and replaced brake booster.
3. #20 – Installed new traffic light on head board. Repaired leaking transmission fluid hoses on cooler.
4. #303 – Had new decals installed, relocated back up camera.
5. #2 – Start refurbishment process. Removed body, hydraulic hoses, hydraulic tank, plow controls, control box, rear brake system, rear electrical system, and inner rear tires.
6. #304 – Commission new truck into service, installed decals, new radio, and moved back up camera.
7. Replaced excavator bucket side cutting edges.
8. Repaired Ventrac flat tire.
9. Removed and flipped wood chipper blades.
10. Seasonal commission of air compressor, checked fluids, checked lights, run, and test.
11. Check over skid steer, check all fluids, replaced air filter, and Regen DPF system.
12. Repaired asphalt plate compactor.
13. Prep both payloaders for storm, check fluids, lube, and run.
14. Road call to Newtown Lane to clean up oil spill in front of Herrick Park bus stop.

Vehicle maintenance for FD:

1. Performed 4 NYS inspection.
2. Performed all weekly truck checks.
3. 9-1-1 Replaced chain bar on roof saw, check operation.
4. 9-1-4 Replacement of passenger side front windshield.
5. 9-1-5 Installed new circulation fan battery charger in rear compartment.
6. 9-1-6 Full service and lube, check fluids, check lights, check brakes, NYSI
7. 9-1-8 Full service and lube, check fluids, check lights, check brakes, NYSI
8. 9-1-12 Full service and lube, check fluids, check lights, check brakes, service rear axle oil, NYSI
9. 9-1-13 Road call, truck unable to move at substation. Air dryer blow off valve failed. Removed and replaced as needed for proper operation.
10. 9-1-15 Replaced batteries due to no start, also replaced glow plug module.
11. 9-1-32 Full service and lube, check fluids, check brakes, check lights, NYSI, repaired CO meter

Vehicle maintenance for PD:

1. 402 – Rewire new radio for proper operation.
2. 412 – Full service and lube, check lights, replaced front brake rotors and pads, replaced front left drive axle shaft.
3. 413 – Full service and lube, repair left rear tire.
4. 414 – Full service and lube, check lights, check brakes, install four new tires, replace broken fuel door
5. CRU1 – Repair front left tire.
6. TCO1 and TCO2 LPR camera systems being worked on, had all cameras and cables replaced with new upgraded units. System brought online in TCO1, all cameras working, still waiting on replacement controller for TCO2.
7. Polaris side by side – Repaired a flat tire.

172 Accabonac Road
East Hampton, NY 11937



631-324-0641 ext. #730
Fax 631-324-0566
www.easthamptonvillage.org

VILLAGE OF EAST HAMPTON

Central Garage

Vehicle maintenance for EMS:

1. Perform all weekly checks.
2. 9-1-17 Repaired broken air compressor bolts.
3. #103 Installed new roof ladder rack

Vehicle maintenance for Beaches:

1. Perform weekly inspection and lube of the surf rake and tractor.
2. Repaired flat tire on ATV at Georgica Beach.
3. Reset security fob on old jet ski for operation.

Vehicle maintenance for Code Enforcement:

1. Full service and lube of Ford sedan, check fluids, check brakes, and NYSI

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 # 264 - 2022

OCT 21 2022

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

RESOLUTION # _____ - 2022

(To make long-term parking fees consistent; revisions are in bold)

As per code §267-39 (A); Parking Time Limits:

§ 267-39. Parking time limits.

- A. In addition to the rules and regulations stated herein, official posted signs shall govern the rules and regulations regarding specific parking locations within Zones B, C, and P as stated in § 267-36 of the Village Code, including but not limited to the parking fees, duration of the legal parking period and time period when parking fees are in effect. These rule and regulations shall be as set forth from time to time by resolution of the Board of Trustees.

WHEREAS, the Village Code of the Village of East Hampton allows the Board of Trustees to establish the fees for parking within the parking zones as set forth in Chapter 267, Article IX, and now therefore be it

RESOLVED, the Village Board of Trustees hereby amends the following fee(s) for Chapter 267:

PARKING ZONE C: Commuter Parking

- | | |
|---|--|
| Parking permitted pursuant to §267-30 C (6) | \$15.00 \$10.00/day
Village of East Hampton Residents- free |
| Parking permitted pursuant to §267-7A(17)
(Sometimes referred to as Lot 1) | up to and including 23 consecutive hours is free
\$10.00/day after the first 23 hours
Village of East Hampton residents- free after the first 23 hours |
| Parking permitted pursuant to §267-7A(35) | \$15.00 \$10.00 up to and including 23 consecutive hours).
Village of East Hampton residents-free |

PARKING ZONE P: Parking Lot Parking

- | | |
|--|--|
| Parking permitted pursuant to §267-7A(33)(a) | May 15-September 15 – Paid parking
Village of East Hampton Residents- No charge
(subject to 3-hour maximum time limit)
Non-Residents- subject to 3-hour maximum time limit. First two hours are no charge, with an option to pay for third hour. Third hour is \$10.00. |
|--|--|

Adopted: October 21, 2022

By Order of the
BOARD OF TRUSTEES
Inc. Village of East Hampton
Pamela J. Bennett
Village Clerk



RESOLUTION # 255 - 2022
OCT 21 2022
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

East Hampton Village Ambulance Association



We Volunteer Because Your Life Depends On It!

1 Cedar Street
East Hampton, New York 11937

DATE: SEPTEMBER 2, 2022

TO: MARCOS BALADRON
 JUNE LESTER

RE: EAST HAMPTON VILLAGE AMBULANCE – MEMBERSHIP CHANGE

Please be advised:

Paul D'Andrea has resigned from the East Hampton Village Ambulance effective September 1, 2022.

Thank you.

Ann Grabowski, Chief
East Hampton Village Ambulance



RESOLUTION # 255 - 2022

OCT 21 2022

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

East Hampton Village Ambulance Association



We Volunteer Because Your Life Depends On It!

1 Cedar Street
East Hampton, New York 11937

DATE: SEPTEMBER 28, 2022

TO: MARCOS BALADRON
JUNE LESTER

RE: EAST HAMPTON VILLAGE AMBULANCE – MEMBERSHIP CHANGE

Please be advised:

Kathleen Weiss has resigned from the East Hampton Village Ambulance effective September 28, 2022.

Randy Hoffman is asking for exemption from the East Hampton Village Ambulance. He has been member since 2014.

Thank you.

Ann Grabowski, Chief
East Hampton Village Ambulance

RESOLUTION # 257 - 2022
OCT 21 2022
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

October 12, 2022

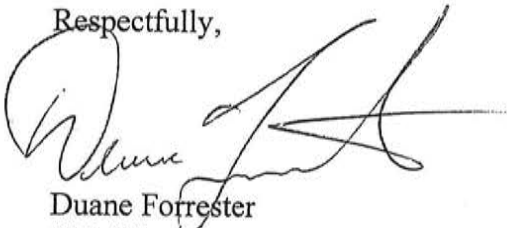
Mayor Jerry Larsen
Inc. Village of East Hampton
86 Main St.
East Hampton, New York 11937

Mayor Larsen and Board of Trustees;

Attached you will find a copy of the applications for new Fire Department member; Manuel Pucha Engine Co 4. I respectfully request that the Board of Trustees accept and approve this member at the October 21, 2022 meeting.

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

Respectfully,



Duane Forrester
Chief Engineer
East Hampton Fire Department



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Part-Time Paramedic Employment
DATE: October 11, 2022
FROM: Michael J. Tracey, Chief of Police *(Signature)*
TO: Marcos Baladron, Village Administrator

RESOLUTION 291
OCT 21 2022
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

I respectfully request that the Village Board hire the following individual, retroactive from October 11th, as a Per Diem employee with the Village's Paramedic Program.

<u>Paramedic</u>	<u>Hourly Rate</u>
Gary Brandel	\$ 32.00

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll

OCT 21 2022

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Inc. Village of
East Hampton DPW

Memorandum

To: Marcos Baladron

From: David Collins 

Date: October 11, 2022

Re: Hourly wage increase

Marcos,

I am respectfully requesting the Board of Trustees approve an hourly wage increase of \$2.00 per hour for:

Part time mason Jose Londono

Part time mason Ferney Londono

Increase would be retroactive to August 1, 2022.



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**


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



RESOLUTION # 261 - 2022

OCT 21 2022

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

SUBJECT: Service Plan / Annual Maintenance – Mayday Communications
DATE: October 11, 2022
FROM: Michael J. Tracey, 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, 2022 through November 2, 2023 12:00 AM.

cc: Mayor Jerry Larsen

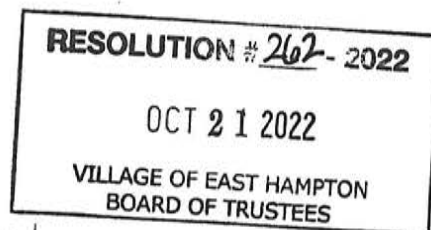


**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Purchase Request
DATE: October 7, 2022
FROM: Michael J. Tracey, Chief of Police
TO: Marcos Baladron, Village Administrator



I respectfully request permission from the Board of Trustees to purchase a Talon Radar Unit from Kustom Signals (NYS OGS Contract PC68531) for \$ 2,937.00.

cc: Mayor Jerry Larsen




**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: **Purchase Request**

DATE: October 7, 2022

FROM: Michael J. Tracey, Chief of Police 

TO: Marcos Baladron, Village Administrator

RESOLUTION # 263 - 2022

OCT 21 2022

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

I respectfully request permission from the Board of Trustees to purchase three (3) LIFEPAK 1000 AEDs from Stryker Medical for \$ 7,837.68. The new LIFEPAK 1000 AEDs will replace three of our oldest AEDs, which will be traded into Stryker towards the purchase of the new units.

cc: Mayor Jerry Larsen

RESOLUTION # 2022-2022
OCT 21 2022
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Inc. Village of
East Hampton DPW

Memorandum

To: Marcos Baladron

From: David Collins 

Date: 10/11

Re: Accept Quote

Marcos,

I request the Board of Trustees accept the following quotes for paving from Rosemar:

Dunemere curb line 335', James Lane & Main St Intersection (flag pole interchange)	\$39,527.80
Darby Ln	<u>\$42,341.20</u>
Total	\$81,869.00

Quote attached with highlighted item details, milling is off SCDPW contract MHC093019 and paving is under EH Town Highway contract.

Funded by capital line Road Improvements



Contracting, Inc. PAGE 1

P.O. Box 16, Patchogue, NY 11772

Tel:(631)878-3084 •FAX:(631)878-2465

SUBMITTED TO: Village of East Hampton

DATE: October 4, 2022

ATTENTION: Dave

DESCRIPTION		AMOUNT
Milling Pricing is Off the SCDPW MHC093019 Contract Must be a Minimum of 4,000 sq yds		
<u>Dunemere Ln - Main St 335 ft east- Including intersection of dunemere and james ln</u>		
26F	490.1 Production Cold Milling of Bituminou:	2100 sy @ \$ 6.25 \$13,125.00
26D	403.13 Type 6 Top asphalt - T/O East Ham	255 tons @ \$ 91.00 \$23,205.00
26E	407.01C Diluted Tack Coat	100 gal @ \$ 2.50 \$250.00
	Asphalt Adjustment October 2022	255 tons @ \$ 11.56 \$2,947.80
		\$39,527.80
<u>Mill Hill Ln</u>		
26F	490.1 Production Cold Milling of Bituminou:	9500 sy @ \$ 6.25 \$59,375.00
26D	403.13 Type 6 Top asphalt - T/O East Ham	1120 tons @ \$ 91.00 \$101,920.00
26E	407.01C Diluted Tack Coat	460 gal @ \$ 2.50 \$1,150.00
	Asphalt Adjustment October 2022	1120 tons @ \$ 11.56 \$12,947.20
		\$175,392.20
<u>Darby Ln</u>		
26F	490.1 Production Cold Milling of Bituminou:	2300 sy @ \$ 6.25 \$14,375.00
26D	403.13 Type 6 Top asphalt - T/O East Ham	270 tons @ \$ 91.00 \$24,570.00
26E	407.01C Diluted Tack Coat	110 gal @ \$ 2.50 \$275.00
	Asphalt Adjustment October 2022	270 tons @ \$ 11.56 \$3,121.20
		\$42,341.20
<u>Huntting Ln</u>		
26F	490.1 Production Cold Milling of Bituminou:	7900 sy @ \$ 6.25 \$49,375.00
26D	403.13 Type 6 Top asphalt - T/O East Ham	930 tons @ \$ 91.00 \$84,630.00
26E	407.01C Diluted Tack Coat	380 gal @ \$ 2.50 \$950.00
	Asphalt Adjustment October 2022	930 tons @ \$ 11.56 \$10,750.80
		\$145,705.80
<u>Coopers Ln - Newtown Ln to Village Line</u>		
26F	490.1 Production Cold Milling of Bituminou:	5150 sy @ \$ 6.25 \$32,187.50
26D	403.13 Type 6 Top asphalt - T/O East Ham	605 tons @ \$ 91.00 \$55,055.00
26E	407.01C Diluted Tack Coat	240 gal @ \$ 2.50 \$600.00
26I	687.02C Striping	4000 lf @ \$ 1.00 \$4,000.00
	Asphalt Adjustment October 2022	605 tons @ \$ 11.56 \$6,993.80
		\$98,836.30



P.O. Box 16, Patchogue, NY 11772
Tel: (631) 878-3084 • FAX: (631) 878-2465

PROPOSAL

This proposal when signed by the contractor (or owner), and accepted by Rosemar Construction, Inc. shall be binding upon both parties.

SUBMITTED TO: Village of East Hampton DPW

DATE: October 4, 2022

BILLING ADDRESS: 172 Accabonac Road
East Hampton, NY 11937

PHONE: 324-0641

FAX: 324-0566

ANTICIPATED STARTING DATE:

PROPOSED CONTRACT GOOD UNTIL: 11/4/22

WORK LOCATION: Fall 2022 Work

DESCRIPTION OF WORK TO BE PERFORMED

SEE SHEET # 2

Unless stated above does not include any extras, shoulders, curbing, etc.

CONDITIONS

1. Billing measures of square yardage to be taken at completion of work.
2. Any alteration or deviations from the above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above estimate.
3. If adverse conditions exist, we will not be required to do work without a written release from the contractor.
4. We will not be held responsible for the elevation of drains, manholes, or others.
5. We will not be held responsible for settlement of subgrade around basins or other areas after work is performed.
6. We will not be held responsible for curbs or concrete aprons while crossing.
7. Grade must be in balance and within plus or minus 1", soil must be stabilized and meet all requirements of municipal agencies involved.
8. Owner or contractors shall provide all permits necessary for our work.
9. If the job requires two courses, upon completion of grading and application of first course, payment due will be 70%.
10. Above price is based upon entire job being paved. If done in phases, extra cost will be incurred.

TERMS OF PAYMENT

Payment due on completion of work, or on the last day of the month if work is still in progress, for the work performed. Invoices outstanding more than thirty (30) days will carry a finance charge of 1% per month. No work performed if the balance remains unpaid for more than sixty (60) days. In the event litigation becomes necessary, the file will be turned over to an attorney and the account will be liable for all collection fees.

Please sign and return to our office as soon as possible. Thank You

I certify that I am authorized by the company entering this agreement and my signature is your authorization to complete the work as specified. The above price, specifications and conditions are in agreement and accepted.

Company Name

Approval By: Rosemar Const., Inc.

Signature Title Date

GUARANTEE OF PAYMENT

In consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we) hereby guarantee unto Rosemar Construction, Inc. the payment of any indebtedness of the owner (or contractor) now existing or which is incurred hereafter and in whatever form it may be evidenced. This is to be a continuing guaranteed until all payment of all indebtedness has been made. It is not to be limited in any manner. When and if this account is placed in the hands of an attorney for collection of any amounts paid and owing I (we) guarantee and agree to pay at attorney's fees of 25% of the amount due which is agreed to be reasonable for collections, in addition to the amount of the unpaid balance due.

X _____
Guarantor

X _____
Guarantor

RESOLUTION # 205 - 2022
OCT 21 2022
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

NOTICE TO BIDDERS

Sealed Bids will be received by the Village Clerk of the Incorporated Village of East Hampton, 86 Main Street, East Hampton, NY until 2:00 P.M., Monday, the 7th day of November, 2022 for Class B Turnout Gear for the East Hampton Village Fire Department.

Specifications can be obtained at the Village Clerk's, 86 Main St., East Hampton, NY, Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. or by e-mail: jlester@easthamptonvillage.org.

Bids must be submitted in a sealed envelope at the above address and shall be marked "Sealed Bid". Bids must also be accompanied by a non-collusion clause.

The Village reserves the right to reject any and all bids.

Dated: October 21, 2022

By Order of the
BOARD OF TRUSTEES
Inc. Village of East Hampton
PAMELA J. BENNETT
Village Clerk

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 # 266 -2022

Reject September 12, 2022 Bid for HVAC/Heating Maintenance Contract

WHEREAS, the Village Treasurer has contacted Intricate Tech Solutions, Ltd and made several requests for clarification as to whether or not the Village will be charged for travel time on service calls, and

WHEREAS, a certified letter requesting clarification was sent to Intricate Tech Solutions Ltd on September 30, 2022, received and signed for by representative of same on October 4, 2022, and

WHEREAS, as Intricate Tech Solutions Ltd has not responded as of October 11, 2022,

NOW, THEREFORE, UPON a motion by Trustee _____, seconded by Trustee _____; be it

NOW, THEREFORE, BE IT RESOLVED, the Village of East Hampton is exercising its right to reject their bid for the HVAC/Heating Maintenance Contract.

October 21, 2022

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

CERTIFICATE OF RECORDING OFFICER

I, Pamela J. Bennett, Village Clerk of the Village of East Hampton, New York, do hereby certify that the above resolution was adopted at a meeting of the East Hampton Village Board of Trustees held on October 21, 2022, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Date

Pamela J. Bennett, Village Clerk

RESOLUTION # 268 - 2022

OCT 21 2022

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

This is an Agreement for historical consulting work for the Phase II of the Dominy Shops - commencement of the project to completion.

1. General supervision of the entire project. Daily site visits and supervision. Coordination with Hummel. Coordination with Rousell.
2. Clock shop forge, chimney, fireplace and hearth brickwork. Draw elevations and sections of the forge/fireplace/flues/chimney. This is a complicated, sculptural piece of masonry that must be an exact duplicate based on analysis of photographs and HABS field notes. Sort through 2000 salvaged 1798 bricks and select bricks for special use in the forge, fireplace and hearth. Daily supervision of the masonry construction.
3. Ironwork for the forge and fireplaces. The iron lintel bars, iron pipe from bellows through brickwork to forge blast and door to forge access. Research, construction drawings and arranging for fabrication by a blacksmith. Finding and installing bellows, supports, levers and other components of the bellows operating system.
4. Woodworking shop fireplace. Research and construction drawings. Daily supervision of the masonry construction.
5. Clock shop floor. Two layers of historic flooring were removed from the clock shop in 2019. Lay out the two layers and determine how they will be reinstalled and what repairs will be made. Supervise installation.
6. Reconstructing partition and doorway between forge room and work room in clock shop. Drawings, sourcing antique boards, hardware and wrought iron nails and supervising reconstruction.
7. Clock shop wall paneling, sliding window shutters, work benches, tool racks and shelves. Drawings, sourcing antique wood and supervising reconstruction.
8. Entrance court, ADA walkway and curbs. Drawings and coordination with David Collins for this work.
9. The contractor shall report weekly to the Village Administrator regarding the progress of the project via a weekly memorandum.



10. The contractor shall take all steps necessary and appropriate to ensure that the project shall be completed on time and on budget. No change orders will be entertained except in extraordinary circumstances, and must be approved by the Village Administrator.

11. The contractor acknowledges that he is an independent contractor, and not an agent of the Village, and has no authority to bind the Village to any agreements.

Consultant shall be paid \$100 per hour, not to exceed \$30,000.00 for the Dominy Shops Phase II Renovation Project.


Payment shall be made on a monthly basis provided that contractor shall submit an invoice and claim voucher to the Village Treasurer.



Robert Hefner
Consultant

October 13, 2022

Date



Marcos Baladron
Village Administrator

10/13/2022

Date



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

RESOLUTION # 269-2022

OCT 21 2022

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

October 6, 2022

VIA EMAIL mbaladron@easthamptonvillage.org

Marcos Baladron
Village Administrator
East Hampton Village
86 Main Street
East Hampton, NY 11937

**Re: Professional Engineering & Planning Services for
STP Siting Feasibility & Critical Issues Analysis at
29 King Street & 172 Accabonac Road
H2M Proposal No.: LP221220**

Dear Mr. Baladron:

In response to your request, H2M architects + engineers (H2M) is pleased to provide this letter proposal to provide professional engineering and planning services to East Hampton Village (Village) to perform a sewage treatment plant (STP) siting feasibility and critical issues analysis for properties located at 29 King Street and 172 Accabonac Road. The focus of the siting feasibility analysis will be to determine the maximum treatment capacity that could be accommodated at each site, while the critical issues analysis will serve to preemptively identify potential issues up front as a precursor to the New York State Environmental Quality Review Act (SEQRA) process that will be required should the Village decide to pursue further design/plan development for an STP at either of the sites.

In consideration of the above, we propose to provide the following scope of work:

SCOPE OF WORK

1. Attend one (1) client kick-off meeting to discuss the scope of work and schedule expectations. H2M will prepare meeting agenda and issue meeting minutes to memorialize what was discussed and define the final plan for which the scope of work will be completed. The meeting minutes will be virtual format hosted using Microsoft Teams.
2. Attend one (1) client meeting to present final deliverables. The meeting will be virtual format hosted using Microsoft Teams.
3. Identify up to three (3) STP technology alternatives and list the pros and cons associated with each.
4. Prepare conceptual site plan for each property that illustrates the regulatory setbacks and buffer zones required for placement of STP infrastructure.
5. Create three (3) STP concept layouts on each property based on the STP technology alternatives, identified in task 2 above, and identify the associated maximum treatment capacity in units of gallons per day.
6. Develop engineer's opinion of construction cost associated with each concept layout.
7. Identify items that constitute pros and cons of each site, based on an examination of publicly available data sources related to wetlands and water resources, threatened or endangered species, critical environmental areas, historical and archeological resources, community character, and sensitive habitats to help determine site suitability issues.
8. Draft a findings memorandum that summarizes the STP siting feasibility analysis and compares the suitability of each concept layout to meet the Village's desired 75,000 gallon per day average daily design flow.
9. Provide one revision to the draft findings memorandum based on comments received from the Village.

H2M is well poised to undertake this assignment with extensive experience serving the Long Island municipal community for just under 90 years. H2M understands the local regulations required for the successful siting of STPs in Suffolk County, as well as possesses strong knowledgebase with planning procedures, required filings, and approval processes required under SEQRA.



COST PROPOSAL

H2M proposes to provide the services outlined in Tasks 1 through 9 for a lump sum of \$34,800. We propose to submit the draft findings memorandum and supporting documentation approximately 6-weeks after receipt of authorization.

We have included with this proposal H2M's Standard Terms & Conditions. If this proposal meets with your approval, please sign and return copies of both the proposal and Standard Terms & Conditions.

Thank you for the opportunity to submit our proposal and we look forward to working with you. Please feel free to contact me at 631-392-5361 if you have any questions.

Very truly yours,

H2M architects + engineers

Nicholas F. Bono, P.E.
Assistant Vice President – Sr. Discipline Engineer

Enclosure

NFB:

CC: Billy Hajek, Village Planner
Lisa Rickmers, H2M Sr. Environmental Planner

PROPOSAL AGREED & ACCEPTED BY:

Signature:

Print Name: Marcos Baladon

Title: Administrator

Client: East Hampton Village

Address: 86 Main Street
East Hampton, NY 11937

Date: 10/21/2022



H2M Standard Terms & Conditions

Client	East Hampton Village
Site	86 Main Street, East Hampton, NY 11937
Services	STP Siting Feasibility & Critical Issues Analysis - LP221220

Client's Rep.	Marcos Baladron
Phone/E-Mail	mbaladron@easthamptonvillage.org

H2M's Rep.	Nicholas Bono
Phone/E-Mail	nbono@h2m.com 631-92-5361

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. **Taxes.** The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. **Invoices.** H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. **Interest on Past Due Amounts.** Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. **Required Fee Advance.** As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. **Mutual Waiver.** Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. **Mutual Indemnification.** Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. **Insurance Coverage.** H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. **Workers' Compensation and Disability** coverages with limits at least in the amount required by law.

5.3.2. **Employers' Liability** coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. **Automobile Liability** coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. **Commercial General Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. **Professional Liability** coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. **Pollution Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. **Additional Insured Coverage.** Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. **LIMITATION OF H2M LIABILITY.** H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. **Notice of Claim or Dispute.** An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. **Mediation.** Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. **Waiver of Jury Trial.** The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. **Certificate of Merit.** As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. **Suspension of Services.** Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. **Collection Efforts.** Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. **Liquidated Damages.** Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. **Payment Disputes.** H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (additional definitions indicated by quotes in context).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a **"Party"** and are collectively the **"Parties"** to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

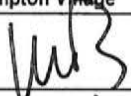
concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	East Hampton Village
Signature	
By: Name	Marcos K. Belladonna
Title	Village Administrator
Date	10/20/2022

H2M	H2M architects + engineers (New York) <input type="checkbox"/>
Signature	
By: Name	
Title	
Date	

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 # 270-2022

CREATION OF THE EAST HAMPTON TRAFFIC COMMITTEE

WHEREAS, the Village of east Hampton wishes to create a Traffic Committee to research and improve movement of traffic in a more efficient and safe manner; and

WHEREAS, the East Hampton Traffic Committee will include representatives from the Village of East Hampton, the Town of East Hampton and the New York State Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED, that the East Hampton Traffic Committee will be comprised of the following members:

Jerry Larsen, EHV Mayor (or Designee)
Michael Tracey, EHV Chief of Police
Dave Collins, EHV Superintendent Public Works
Billy Hajek, EHV Planner

Peter Van Scoyoc, EHT Supervisor (or Designee)
Michael Sarlo, EHT Chief of Police
Steve Lynch, EHT Superintendent of Highway
Jeremy Samuelson, EHT Director of Planning Dept.

October 21, 2022

By Order of the
BOARD OF TRUSTEES
Inc. Village of East Hampton
PAMELA J. BENNETT
Village Clerk
GERARD LARSEN
Mayor

Proposal



Suffolk Security Systems

50300 Main Road
PO Box 1355, Southold, NY 11971-0929

RESOLUTION # 271 - 2022

OCT 21 2022

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

Proposal # 4957	Customer # 72133	System Type Fire Alarm	PO Number	Term Net 25	Proposal Date October 07, 2022
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Customer:
Village of East Hampton
86 Main St
East Hampton, NY 11937 - 2730

Site Location:
Osborne Jackson House
101 Main St
East Hampton, NY 11937

<p>Contact Information: Customer Contact Village of East Hampton Phone: (631) 324-4150 Email: dcummings@easthamptonvillage.org</p> <p>Salesperson Name: Vassil Gayler Phone: (631) 353-2513 Email: vassil@suffolksecurity.com</p>	<p>Brief Description: Upgrade to Vista 32-FB series alarm panel. Add Internet and LTE cellular communicator. Update devices and remove motion detectors. Trouble shoot ground fault, bell 2 troubles and rewire strobes for supervision. Program and test system.</p>
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Charges

Description	QTY	Rate	Amount
Resideo Vista 32-FB alarm panel.	1.00	799.00	799.00
Alula Internet and backup LTE cellular communicator.	1.00	289.00	289.00
Resideo alpha numeric fire keypad.	1.00	329.00	329.00
Honeywell 5193SD V-Plex addressable smoke detector.	15.00	149.00	2,235.00
Fire Pull-Station	3.00	195.00	585.00
Carbon Monoxide detector.	3.00	190.00	570.00
Low temperature sensor.	2.00	125.00	250.00
Labor, wiring, programming and testing.	1.00	2,500.00	2,500.00
Total Charges:			7,557.00
Sales Tax:			0.00
Grand Total:			\$7,557.00

Notes

Note	Modified Date	User
<u>Marcos Baladron</u> x Marcos Baladron (Oct 18, 2022 10:25 EDT)	<u>10/18/2022</u>	
Agreed To By	Name	Date

CONTACT US

Billing Questions (631) 765-5262	Sales (631) 765-5262	Central Station (800) 434-4000	Service (631) 765-5262	Email info@suffolksecurity.com
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To view this proposal online, please visit: <https://suffolksecurity.alarmbiller.com> | Registration Key: 5A2950



Suffolk Security Systems

50300 Main Road
PO Box 1355, Southold, NY 11971-0929

RESOLUTION # 271 - 2022

Proposal

OCT 21 2022

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Proposal # 4970	Customer # 72133	System Type Fire Alarm	PO Number	Term Net 25	Proposal Date October 17, 2022
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Customer:
Village of East Hampton
86 Main St
East Hampton, NY 11937 - 2730

Site Location:
Village Hall
86 Main St
East Hampton, NY 11937

Contact Information: Customer Contact Village of East Hampton Phone: (631) 324-4150 Email: dcummings@easthamptonvillage.org Salesperson Name: Vassil Gayler Phone: (631) 353-2513 Email: vassil@suffolksecurity.com	Brief Description: Upgrade to Vista 128-FB series alarm panel. Add Internet and LTE cellular communicator. Update all life safety devices. Use power supply for the existing motion detectors. Program and test system.
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Charges

Description	QTY	Rate	Amount
Resideo Vista 128-FB alarm panel.	1.00	899.00	899.00
Alula Internet and backup LTE cellular communicator.	1.00	289.00	289.00
Resideo alpha numeric fire keypad.	1.00	329.00	329.00
Resideo alpha numeric keypad with built-in wireless receiver, update burglary keypad.	1.00	279.00	279.00
Honeywell 5193SD V-Plex addressable smoke detector.	22.00	149.00	3,278.00
Fire Pull-Station	6.00	195.00	1,170.00
Carbon Monoxide detector.	2.00	190.00	380.00
Altronix Power Supply, for existing motion detectors.	1.00	149.00	149.00
Labor, wiring, programming and testing.	1.00	2,000.00	2,000.00
Total Charges:			8,773.00
Sales Tax:			0.00
Grand Total:			\$8,773.00

Notes

Note	Modified Date	User
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Marcos Baladron

x Marcos Baladron (Oct 18, 2022 09:30 EDT)

10/18/2022

Agreed To By

Name

Date

CONTACT US

Billing Questions (631) 765-5262	Sales (631) 765-5262	Central Station (800) 434-4000	Service (631) 765-5262	Email info@suffolksecurity.com
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RESOLUTION # 272 - 2022

OCT 21 2022

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

The Aesthetics Committee

The Committee may only entertain matters referred to it by the Village Mayor.

The Aesthetics Committee will oversee the aesthetic standards of the Village. The Committee will be consulted and make recommendations for the physical appearance of the Village in regard to:

- Architecture on Village property
- New buildings and infrastructure (such as parking lots and roadways).
- Temporary and permanent structures on Village property;
- Monitoring major changes, temporary and permanent, which will impact the existing aesthetics and architectural elements of Village property
- Placement of signs on interior and exterior space of buildings;
- Placement of artwork on interior and exterior space of Village Buildings;
- Peripheral structures in and out of buildings, such as railings, display cases, lockers, bicycle racks, and walkways on Village property;
- Coordinating the overall ambiance and beauty of Village property