

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
Emergency Services Building, 1 Cedar Street, East Hampton, NY
Friday February 17, 2023

AGENDA

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PRESENTATIONS: Hugh King
Present Award to Lifeguard Jason Brunner
Frank Sluter of Satty, Levine & Ciacco – Audit Presentation
Mike Bouker – MS4 Presentation

BOARD DISCUSSION: Extended Summer Season
Half Season Permits
Resident Beach Pass Transfer Option

PUBLIC HEARING: Acceptance of Road Abandonment from 29 SPAETH Lane, LLC by the Village of East Hampton over property located at 29 Spaeth Lane, East Hampton (1 of 1)

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

Resolution #340-2023; Approve claim vouchers for the month of January.

Resolution #341-2023;	Approve Warrants as listed:	#34	1/31/2023	GUARANTEES-JAN'23
		#35	1/31/2023	GEN FUND #2-JAN'23
		#36	1/31/2023	LOSAP-JAN'23
		#37	2/17/2023	GEN FUND #1-FEB'23
		#38	2/17/2023	GEN FUND-WARRANT-FEB'23
		#39	2/17/2023	CAPITAL FUND-FEB'23

Resolution #342-2023; Approve Budget Transfer Schedule #4, Reference #4, dated February 2023.

Resolution #343-2023; Approve minutes from meeting held January 20, 2023.

Resolution #344-2023; Approve departmental reports.

Resolution #345-2023; Approve Beach Radio Use Agreement between the Inc. Village of East Hampton and The Maidstone Club.

Resolution #346-2023; Accept \$25,500 Performance Bond for ML2017, LLC 89 Apaquogue Rd., per Planning Board approval on January 12th, 2023.

- Resolution #347-2023;** Approve proposal from James C. Grimes Land Design, Inc., to perform hand removal of surface algae from Town Pond at a cost of \$9,175.00.
- Resolution #348-2023;** Approve \$94,836 paving improvement quote for milling, striping and asphalt to Dunmere Lane, Main Street & James Lane, Mill Hill Lane, Darby Lane, Huntting Lane, Cooper Lane & Newtown Lane, by Rosemar Contracting Inc., *(as per February 2nd, 2023 memo from D. Collins).*
- Resolution #349-2023;** Deem surplus and approve the disposal/online auction sale of 2007 Chevrolet 3500 dump truck and accept the correction to Resolution #307-2022 to remain in service, a 2008 Chevrolet 3500 dump truck with plow *(as per January 20th, 2023 memo from D. Collins).*
- Resolution #350-2023;** Approve \$4,962.00 purchase of two (2) Satellite Phones with twelve month service for Dispatch and the Police Department to replace the current inoperable satellite phones *(as per January 23rd, 2023 memo from Chief Tracey).*
- Resolution #351-2023;** Appoint new Aesthetics Committee member Michael Giannelli, effective March 1st, 2023.
- Resolution #352-2023;** Employ Hazel M. Pazmino as a full-time Custodian I, effective March 1st, 2023 at a base annual salary of \$55,000 *(as per February 10th, 2023 memo from D. Collins).*
- Resolution #353-2023;** Employ Alexis Martinez as a full-time Custodian I, effective March 1st, 2023 at a base annual salary of \$55,000 *(as per February 10th, 2023 memo from D. Collins).*
- Resolution #354-2023;** Employ 2023 seasonal beach employees for pre-season work, effective April 1st, 2023 *(as per February 2nd, 2023 memo from D. Smith).*
- Resolution #355-2023;** Approve 1-17-23 list of Fire Department volunteers who have met requirements and qualified for 1 year of service award credit.
- Resolution #356-2023;** Accept new Fire Department member Scott Smith to Fire Police Company #6 *(as per January 15th, 2023 memo from D. Forrester).*
- Resolution #357-2023;** Employ Marsha O'Neill as a P/T EMT-B at \$25.00 per hour, effective February 17th, 2023 *(as per February 10th, 2023 memo from Chief Tracey).*
- Resolution #358-2023;** Accept new member of the Ambulance Association: Aryan Chugh *(as per February 5th, 2023 memo from M. McGuire).*
- Resolution #359-2023;** Approve Road Abandonment from 29 SPAETH Lane, LLC by the Village over property located at 29 Spaeth Lane (aka SCTM# 301-10-1-26 & 35.1)
- Resolution #360-2023;** Authorize the Town Assessor to execute Certificates of Abandonment for property located with the filed Subdivision Map of Otto L. Spaeth, provided said certificate complies with Subdivision 3 of Section 335 of the Real Property Law and the abandonment is within the areas depicted on the survey by Saskas Surveying dated January 11, 2023 for SCTM# 301-10-1-26 & 35.1.
- Resolution #361-2023;** Notice for public hearing to be held on March 17, 2023 at 11:00 a.m. at the Emergency Services Building, 1 Cedar St., for Introductory #1-2023, a proposed local law amending Coastal Erosion Hazard Areas, Ch. 101.
- Resolution #362-2023;** Notice for public hearing to be held on March 17, 2023 at 11:00 a.m. at the Emergency Services Building, 1 Cedar St., regarding easement on 80 Park Place for septic system upgrade.

- Resolution #363-2023;** Approve Change Order #1 for the Herrick Park Bathroom Renovation Project from Carter-Melence, Inc., in the amount of \$26,719.00 *(as per February 14th, 2023 memo from B. Hajek).*
- Resolution #364-2023;** Approve Change Order #2 for the Herrick Park Bathroom Renovation Project from Carter-Melence, Inc., in the amount of \$13,942.50 *(as per February 14th, 2023 memo from B. Hajek).*
- Resolution #365-2023;** Approve Change Order #3 for the Herrick Park Bathroom Renovation Project from Carter-Melence, Inc., in the amount of \$37,495.00 *(as per February 14th, 2023 memo from B. Hajek).*
- Resolution #366-2023;** Approve Change Order #4 for the Herrick Park Bathroom Renovation Project from Carter-Melence, Inc., in the amount of \$16,868.00 *(as per February 14th, 2023 memo from B. Hajek).*
- Resolution #367-2023;** Accept Custodian Ann Grabowski's retirement, effective July 20, 2023.
- Resolution #368-2023;** Authorize employment termination of Lynn Baldwin, effective January 1st, 2023.
- Resolution #369-2023;** Appoint Marcos Baladrón to the YMCA East Hampton RECenter Board of Managers, upon the Board of Managers' acceptance.
- Resolution #370-2023;** Appoint Chief Mike Tracey as the Village liaison to East Hampton Volunteer Ocean Rescue, effective February 17th, 2023.
- Executive Session :** Real Estate
Personnel



VILLAGE OF EAST HAMPTON DEPARTMENT OF PUBLIC WORKS

02/06/2023

Memo

I would like to take a moment to introduce our new board members to our MS4/Municipal Stormwater Management Program. In 2010 the Village became a participant in this program as we have stormwater which discharges into an impaired water body, Georgica Cove, which is the easternmost spur of Georgica Pond.

The identified issue for Georgica Cove is pathogens; bacterium, virus, or other microorganisms that can cause disease. In the case of Georgica Cove an example would be E. coli. Georgica Cove does have issues with nitrogen and phosphorous levels but our MS4 program focuses on pathogens.

Our reporting period is from every March 8th to March 9th annually and 2023 marks the 12th time we have submitted a report to the DEC as required by the terms of our MS4 permit. I'll be giving an annual report to the board this month which is also required by the terms of our permit. To date the Village has completed a DEC approved retrofit of our existing infrastructure to address the pathogen issue. We have also installed additional drainage structures to mitigate the amount of stormwater entering Georgica Cove.

The Village has passed new laws to manage issues related to the cove and adopted new zoning requirements to help mitigate the pathogen loading. We have placed restrictions on feeding waterfowl and currently Billy Hajek our Village Planner is working with our partners in the Town on a new end of pipe treatment for the Cove Hollow pipe which discharges into Georgica Cove.

Currently the DEC is revising the standards set in the earlier MS4 documents so at this time we are in a maintenance phase of our program. We continue to conduct inspections for illicit discharges into the connected stormwater conveyance system and our partners in the building department inspect any applicable job sites as well. Thank you for your time and I would be happy to answer any questions you may have.

Regards,
Michael D. Bouker
Deputy Superintendent
Department of Public Works

Tarbet & Lester PLLC

ATTORNEYS AT LAW

JONATHAN G. TARBET, ESQ.
BRIAN J. LESTER, ESQ.

ROBERT M. CONNELLY, ESQ.
SEAMUS M. MCGRATH, ESQ.
MADELINE J. VENJOHN, ESQ.
TAYLOR CALOGRIAS STEELE, ESQ.
LAWTON A. WAKEFIELD, ESQ.
SAMANTHA A. MALONE, ESQ.

MAIN OFFICE
132 North Main Street, 1st Floor
East Hampton, New York 11937

NORTH FORK OFFICE
260 Hortons Lane
Southold, New York 11971

(631) 907-3500
www.TarbetLester.com

Of Counsel:

DEBRA A. GALLOWAY, ESQ.
JEFF S. KOREK, ESQ.
LAURA A. MOLINARI, ESQ.
GINA C. PLANSKER, ESQ.

January 11, 2023

VIA Hand Delivery

East Hampton Village Board

RE: Abandonment of part of Spaeth Lane

Dear Board:

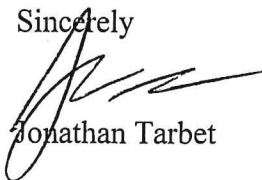
Subdivision 3 of Section 335 of the Real Property Law allows owners of parcels of land within a filed subdivision to abandon the portion of the road in front of their property if the road is not being used by the public or necessary for the use of other owners in the subdivision. To be effective the certificate of abandonment must be signed by the accessor of taxes. There are no other approvals needed. However, because this property is in the Village of East Hampton the Town accessor asked that I obtain your permission prior to her signing the certificate of abandonment. A copy of the certificate of abandonment is attached as Exhibit A.

The purpose of this letter is to request that you authorize the Town Accessor to sign abandonment certificates within the subdivision of Otto L. Spaeth provided she finds the certificates comply with the Real Property Law and provided they only include areas as shown on the Saskas Survey attached as exhibit A.

For reference the areas shown to be abandoned are not part of the open portion of Spaeth land and have not been for over 60 years. This portion of the filed map has been for driveways

serving the four lots at the end of Spaeth Lane. With your approval and the Accessor approval, each of the four properties at the end of Spaeth Lane would be permitted to abandon the half of the road directly in front of their properties in accordance with the Exhibit A.

Sincerely

A handwritten signature in black ink, appearing to read 'Jonathan Tarbet', written over the printed name.

Jonathan Tarbet

VILLAGE OF EAST HAMPTON: SUFFOLK COUNTY
STATE OF NEW YORK

-----X
In the Matter of the Abandonment of a certain
Subdivision Map of Premises situate at the Village of East
Hampton, Suffolk County, New York, by
29 Spaeth Lane LLC.

Certificate
of Abandonment

-----X
29 Spaeth Lane, LLC a domestic corporation, duly incorporated under the laws of
the State of New York, for the purpose of abandoning and canceling part of a road
within a subdivision of a certain tract of land hereinafter described, pursuant to
Subdivision 3 of Section 335 of the Real Property Law of the State of New York,
HEREBY CERTIFY AS FOLLOWS:

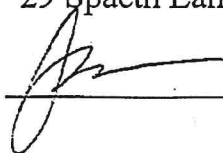
1. That a certain Map subdividing such tract of land and other land in the Village of East Hampton, Suffolk County, New York, into lots, plots and blocks and entitled "Otto L. Spaeth," was filed in the Suffolk County Clerk's Office on December 15, 1954 as Map No. 2289.
2. The undersigned is the owner of a tract of land within the subdivision, said tract of land is known as 29 Spaeth Lane and is further described as Suffolk County Tax Map number 301-10-1-35.1
3. That more than twenty (20) years have elapsed since the filing of said map.
4. That the tract of land owned by the undersigned is situate in the Village of East Hampton, County of Suffolk and State of New York, all as shown on the Map of Otto L. Spaeth, filed in the County Clerk's office on December 15th, 1954 is known, designate and described as follows: See attached Schedule A.

5. That the portion of Spaeth Lane that is intended to be abandoned and cancelled, is situate in the Village of East Hampton, County of Suffolk, State of New York, all as shown on the Map of Otto L. Spaeth, filed in the County Clerk's office on December 15th, 1954 is known, designate and described as follows: See attached Schedule B.
6. That the portion of the Spaeth Lane sought to be abandoned is contiguous with said tract of land owned by the undersigned is not used by the public, or necessary for the use of the owners, occupants, or any other person having an interest in any part of the subdivision. And that the said mentioned portion of Spaeth Lane is neither open, or is partially open, nor public highway nor used by the public nor necessary for the use of owners, occupants or any other person having an interest in any part of said subdivision of lands shown on said Map.
7. That the tract of land sought to be abandoned is a private road not maintained by the Village of East Hampton.
8. That endorsed hereon is the approval by the Assessor of the said Town of East Hampton.
9. The undersigned hereby agree to indemnify and hold the Town of East Hampton and its agencies, officers, agents and employees harmless from any and all claims and damages that may arise as a result of the abandonment and/or the discontinuation of those portions of the Map or Road as hereinabove indicated and described.
10. That submitted herein is an abstract of title of the said tract of land to be abandoned, covering a period of at least twenty (20) years last past, which indicates, among other items, that there are no unpaid tax liens against the said land to be approved by the County of the Clerk of Suffolk County at the time of recording hereof.

IN WITNESS WHEREOF, this Certificate is made and executed this 18 day of August, 2022.

29 Spaeth Lane LLC


By: _____



STATE OF NEW YORK)

COUNTY OF SUFFOLK) ss.: NEW YORK

On the 18th day of August 2022, before me, the undersigned, personally appeared Jonathan Tarbet Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SAMANTHA ALICIA MALONE
Notary Public, State of New York
No. 02MA6411080
Qualified in Suffolk County
Commission Expires December 7, 2024



SCHEDULE A: DESCRIPTION OF PROPERTY
SCTM #301-010-001-35.1

All that certain plot, piece, or parcel of land, situate, lying and being in the Incorporated Village of East Hampton, Town of East Hampton, Suffolk County, New York, also known as Part of Parcel 8, Map of Otto L. Spaeth, Filed December 15, 1954 in the office of the Suffolk County Clerk as map no. 2289, bounded and described as follows:

Beginning at a concrete monument which is the Northeast corner of the property being described, said point being the following five (5) courses and distances from the Southerly terminus of a curve formed by the intersection of the South side of Further Lane and the East side of Spaeth Lane having a radius of 25.96 feet and length of 32.08 feet:

- 1) 116.00 feet generally Southeast as measured along the East side of Spaeth Lane to a point;
- 2) Thence 39.27 feet as measured along a curve bearing to the left having a radius of 25.00 feet to a point;
- 3) Thence North 73 degrees 57 minutes 00 seconds East 155.00 to a point;
- 4) Thence South 16 degrees 03 minutes 00 seconds 40.00 feet to a point;
- 5) Thence North 73 degrees 57 minutes 00 seconds East 100.00 to the Point of Beginning;

Running thence from said Point of Beginning along the land now or formerly of Les Lieberman and the land now or formerly of Arrakis LLC South 16 degrees 03 minutes 00 seconds East 285.63 feet to a concrete monument;

Thence along the land now or formerly of Arrakis LLC South 17 degrees 55 minutes 00 seconds East 157.22 feet to a concrete monument and the land now or formerly of the Nature Conservancy;

Thence along the land now or formerly of the Nature Conservancy the following three (3) courses and distances:

- 1) South 73 degrees 57 minutes 00 seconds West 269.98 feet to a concrete monument and ;
- 2) Thence North 17 degrees 55 minutes 00 seconds West 157.70 feet to a stake;
- 3) Thence North 16 degrees 03 minutes 00 seconds West 285.14 feet to a concrete monument and the South side of Spaeth Lane;

Thence along the South side of Spaeth Lane North 73 degrees 57 minutes 00 seconds East 270.00 feet to the Point of Beginning.

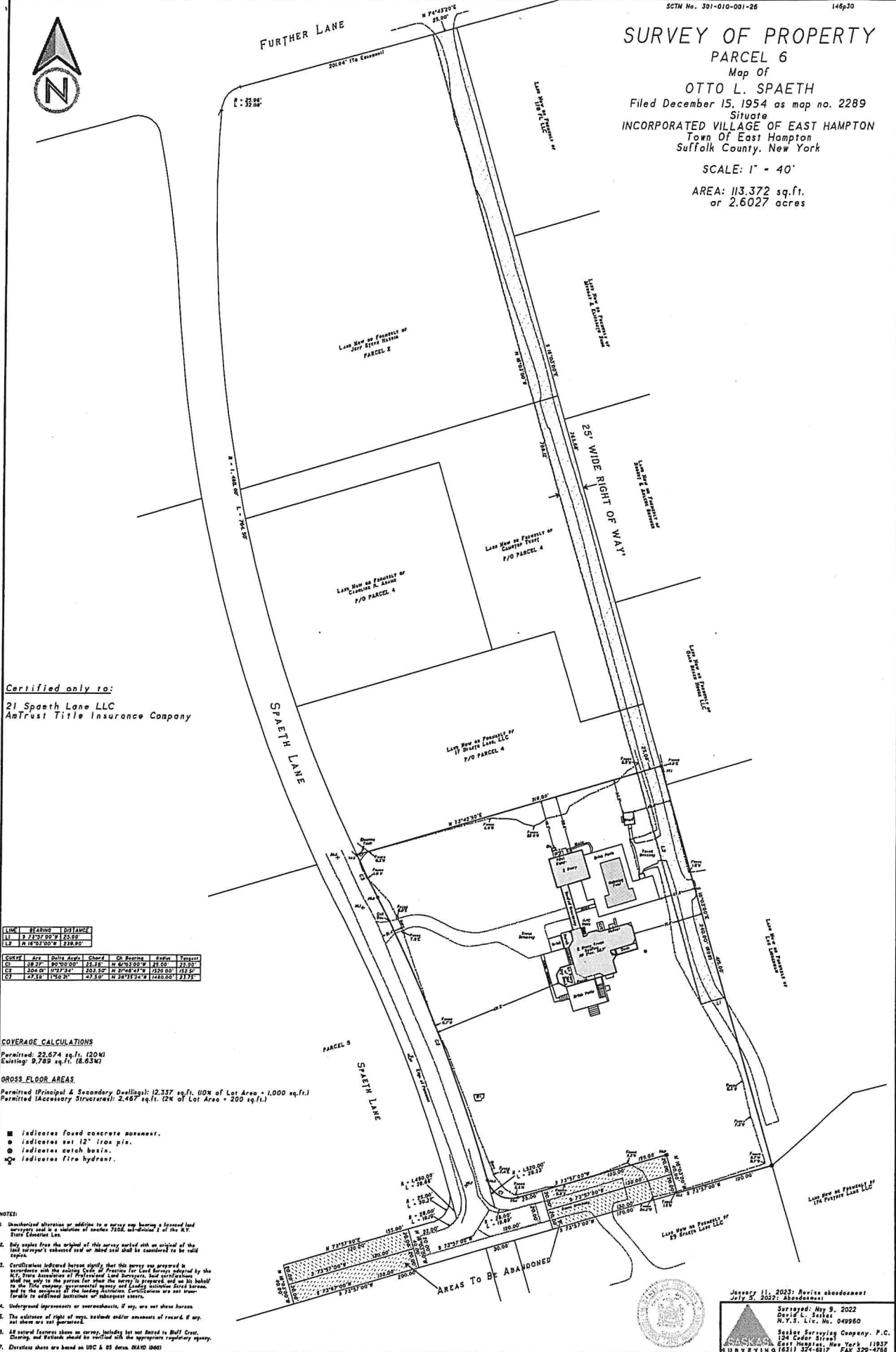
SASKAS SURVEYING COMPANY, P.C.
124 CEDAR STREET, EAST HAMPTON, NEW YORK 11937 • T 631.324.6917 • F 631.329.4768
DAVID@SASKASLS.COM • WWW.SASKASLS.COM

Member of Nassau Suffolk Civil Engineers, Inc.
New York State Association of Professional Land Surveyors, Inc.



SURVEY OF PROPERTY
PARCEL 6
 Map Of
OTTO L. SPAETH
 Filed December 15, 1954 as map no. 2289
 Situate
 INCORPORATED VILLAGE OF EAST HAMPTON
 Town Of East Hampton
 Suffolk County, New York

SCALE: 1" = 40'
 AREA: 113.372 sq.ft.
 or 2.6027 acres



Certified only to:
 21 Spaeth Lane LLC
 AnTrust Title Insurance Company

LINE	Bearing	Distance
L1	S 23°27'00" W	122.00
L2	N 18°23'00" W	128.80

CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
C1	138.27'	80°00'00"	23.34'	N 6°03'00" W	23.00'	23.00'
C2	104.00'	107°24'00"	104.50'	N 2°04'47" W	125.00'	125.00'
C3	47.10'	11°50'30"	47.50'	N 28°51'22" W	1440.00'	217.35'

COVERAGE CALCULATIONS
 Permitted: 22,674 sq.ft. (20M)
 Existing: 9,789 sq.ft. (8.63M)

GROSS FLOOR AREAS
 Permitted (Principal & Secondary Dwellings): 12,337 sq.ft. UOM of Lot Area - 1,000 sq.ft.)
 Permitted (Accessory Structures): 2,467 sq.ft. (2K of Lot Area - 200 sq.ft.)

- indicates found concrete monument.
- indicates 1/2" iron pin.
- indicates catch basin.
- ⊕ indicates fire hydrant.

- NOTES:**
- Unauthorized alterations or additions to a survey map bearing a licensed land surveyor seal in a violation of Section 7506, sub-section 2 of the N.Y. State Education Law.
 - Bolt copies from the original of this survey marked with an original of the land surveyor's embossed seal or dated seal shall be considered to be valid copies.
 - Certifications indicated herein signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Such certifications shall not apply to the person for whom the survey is prepared, and no liability shall be assumed by the surveyor, governmental agency and Land Surveyor Seal Bureau, and to the approval of the Land Surveyor. Certifications are not transferable to additional jurisdictions or subsequent users.
 - Underground improvements or encroachments, if any, are not shown hereon.
 - The existence of right of ways, easements and/or encroachments of record, if any, are shown as not guaranteed.
 - All natural features shown on survey, including but not limited to Buff Grass, Clearing, and Wetlands should be verified with the appropriate regulatory agency.
 - Drawings shown are based on USC & GS Aeron. NAVD 1983



January 11, 2023: Revises abandonment
 July 5, 2022: Abandonment

Surveyed: May 9, 2022
 David L. Sikes
 N.Y.S. Lic. No. 049960

Surveying Company, P.C.
 124 Cedar Street
 East Hampton, New York 11937
 SURVEYING 6311 324-0317 FAX 320-4758

2/17/2023

WARRANTS TO BE APPROVED BY B.O.T. 2/17/2023

WARRANT #	DATE	FUND
#34	1/31/2023	GUARANTEES-JAN'23
#35	1/31/2023	GEN FUND #2-JAN'23
#36	1/31/2023	LOSAP-JAN'23
#37	2/17/2023	GEN FUND #1-FEB'23
#38	2/17/2023	GEN FUND-WARRANT-FEB'23
#39	2/17/2023	CAPITAL FUND-FEB'23

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

UNIFORM DIVISION ACTIVITY REPORT FOR JANUARY 2023

(Codes 030 -693)

18 Aided Cases
47 Alarms Answered by the Patrols
4 Arrests Made by the Department
([0] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)
23 Assists to Disabled Motorists
Beach Patrol – 0 hours
Building Check – 63 hours
1 Child Safety Seat Inspections
Door Checks – 62 hours
4 Doors Found Open by the Patrols
3 Escorts
0 Fingerprinting
Foot Patrol – 0 hours
27 Motor Vehicle Accidents
255 Traffic Summonses Issued
(60 Speeding Summonses Issued)
2 Village Code Summonses Issued
(0 Animal on Beach Summonses Issued)
(0 Sign Summonses Issued)
218 Village Parking Summonses Issued

Complaints Investigated:

Cases Received: 4
Cases Closed: 6

Paperwork Received from Court:

Arrest Warrant: 0
Bench Warrant: 2
Criminal Summons: 0
Seal Orders: 0
Supporting Deposition Requests: 0

MONTHLY GASOLINE USEAGE

January Gasoline total not received at time report submitted.

PERSONNEL

Total Hours of Overtime Worked:

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181):* 13.75 Eight-Hour Shifts
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190):* 0 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):* 86.6 Eight-Hour Shifts

Respectfully submitted,
MICHAEL J. TRACEY
Chief of Police

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

DISPATCH ACTIVITY REPORT FOR JANUARY 2023

68 Calls Dispatched for East Hampton Fire Department
East Hampton Village – 31
Water District – 17
NW Protection District - 20
Mutual Aid - 0

107 Calls Dispatched for East Hampton Ambulance Association
East Hampton Village – 28
Water District – 48
NW Protection District - 24
Mutual Aid - 7

80 Calls Dispatched for East Hampton First Responder
East Hampton Village – 23
Water District – 35
NW Protection District - 20
Mutual Aid – 2

810 Calls Dispatched for East Hampton Village Police Department

639 Calls Dispatched for East Hampton Town Police Department

364 Calls Dispatched for Sag Harbor Village Police Department

24 Calls Dispatched for Amagansett Fire Department

23 Calls Dispatched for Amagansett Ambulance

24 Calls Dispatched for Montauk Fire Department

37 Calls Dispatched for Montauk Ambulance

40 Calls Dispatched for Sag Harbor Fire Department

60 Calls Dispatched for Sag Harbor Ambulance

17 Calls Dispatched for Springs Fire Department

34 Calls Dispatched for Springs Ambulance

0 Calls Dispatched for Town Haz-Mat Team

0 Calls Dispatched for Ocean Rescue Team

13 Miscellaneous FD Events *
East Hampton – 9
Amagansett – 0
Montauk – 2
Sag Harbor – 2
Springs – 0

49 Miscellaneous EMS Events *
East Hampton – 19
Amagansett – 8
Montauk - 5
Sag Harbor – 6
Springs - 11

640 911 Calls Received

2,862 7-Digit Telephone Calls Received / Placed

108 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): 21.75 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):
66 Eight-Hour Shift/s

Respectfully submitted,
MICHAEL J. TRACEY
Chief of Police

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

MONTHLY REPORT February 2023 MEETING

WINTER DAILY ROUTINE:

- Trash collection 3 days a week M,W,F
- Policing of public areas and road shoulders
- Sidewalks blown Thursdays weather permitting.
- Saturday trashing

SHADE TREES:

- Pruning hazards
- Removal Middle Ln, Ocean Ave
- Fallen tree cleaned up Ruxton Rd
- All Christmas trees collected and from business district chipped for mulch for Dayton property.

BUSINESS DISTRICT:

- Holiday decorations taken down, prepped for 2023 and stored.
- Flags out MLK day.
- Parking restriction signs removed from Schenck and Reutershan lots 1/1/23-5/15/2023
- Ivy removal / pruning Mill Stone Park
- Trip hazard addressed 55 Main St.

ROAD SURFACE:

- Sweeping
- Sweeper operator training 1 employee.
- CDL driver training 1 employee
- Sign straightening / replacement
- Parking regulation signs installed Dayton.
- Storm Drain Cleaning (contractor)
- Storm water patrols (Rain events).
- Beach head sand cleaned up from roadway.

MISCELLANEOUS:

- Two Mile Hollow flagpole base poured.
- Storage project in progress as weather permits
- 3 concrete pads poured DPW shop.



VILLAGE OF EAST HAMPTON Central Garage

Monthly report for January 2023

Vehicle maintenance for DPW:

1. Prep machines needed for daily use.
2. Commission new electric leaf blower.
3. Winter season prep on all plow vehicles and equipment.
4. #3- Full service, lube, check all fluids and brakes, repair lights, install new roof beacon.
5. #4- Full service, lube, check all fluids, brakes, and lights, fabricated and installed salt body ladder.
6. #5- Repaired lights, adjust clutch, removed plow frame, fix exhaust, new trailer plug and glad hands.
7. #10- Install new roof beacon and seat covers.
8. #12- Repaired rear body lights.
9. #13- Full service, lube, check all fluids, brakes and tires, repaired reverse lights and beeper.
10. #19- Repaired rear emergency lights.
11. #20- Full service, lube, check fluids and brakes, repaired lights and rear trailer plug.
12. #21- Full service, lube, check fluids, brakes, and lights, repaired leaking tire.
13. #25- Full service, lube, check fluids, brakes, and lights.
14. Shop truck- Full service, lube, check fluids, brakes, and lights, install new batteries.
15. 201/203- Install new safety chevrons on rear of vehicle.
16. 303- Full service, lube, check fluids, brakes, and lights, install new seat covers.
17. 304- Install new seat covers.
18. #52 Ventrac- Repaired a coolant leak for cab heat.
19. Service asphalt patch wagon.
20. Stump grinder- Installed all new drive belts and adjusted.
21. Perform 1 NYS inspection.

Vehicle maintenance for Beaches:

1. Old jet ski to dealer for service and winterization, pick up when complete.
2. Red UTV- Jump start dead battery, plugged in trickle charger and advised.

Vehicle maintenance for FD:

1. Performed all weekly truck checks.
2. Service and repair chain saw for 9-1-1, cleaned clutch and installed new chain.
3. 9-1-2 Repaired a broken rear brake light.
4. 9-1-11 Repaired an air leak from a control cylinder to the foam valve.
5. 9-1-12 Removed and replaced all the hydraulic lines, valves, and fittings between the truck and trailer
6. 9-1-30 Repaired a leaking front tire.
7. Serviced for the winter the EMS building snow blower and repaired a fuel leak.

Vehicle maintenance for PD:

1. 410- Full service, lube, check fluids, brakes, lights, rotate tires, install new front and rear brake pads.
2. 413- Full service, lube, check fluids, brakes, lights, rotate tires, install front brake pads and rotorts.
3. 414- Full service, lube, check fluids, brakes, lights, rotate and balance tires.
4. 415- Full service, lube, check fluids, brakes, lights, and tires.
5. 416- Full service, lube, check fluids, brakes, lights, tires, repaired a roof water leak.,

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

6. 421- Full service, lube, check fluids, brakes, lights, tires, repaired bent step, repaired 700 radio.
7. DET1- Full service, lube, check fluids, brakes, lights, and tires.
8. DET2- Repaired a bad u-joint in the steering column shaft.
9. TCO1- Repaired a blown headlight and wire harness.
10. TCO2- Replaced the LPR camera central computer with new unit and got working after tech help.
11. CRU2- Full service, lube, check fluids, brakes, lights, replaced 2 front tires, repaired 700 radio, installed a new alternator, belt, and belt tensioner.
12. Serviced 4 auxiliary generators, changed oil and spark plugs.
13. Continue vehicle swap to make new TCO3 unit from retired PD units.
15. Performed 4 NYS inspections

Vehicle maintenance for EMS:

1. Performed all weekly checks.
2. 9-1-17 Full service, lube, check fluids, brakes, tires, replaced front tires, installed Aero-clave system.
3. 9-1-18 Repaired front fog lights.
4. 9-1-19 Full service, lube, check fluids, brakes, tires, replaced rear brake pads, repaired copper air compressor line, installed Aero-clave system.



BUILDING DEPARTMENT/CODE ENFORCEMENT

To: Mayor Larsen and The Village Board of Trustees

From: Tom Preiato, Principal Building Inspector

CC: Marcos Baladron, Village Administrator

Chief Tracey, Lt. Erickson, EHVPD

Date: February 1, 2023

Re: Monthly Report for JANUARY 2023

Building Permits Issued (incl. 9 additional work):	19
Demolition Permits:	1
Limited Work Permits:	0
Signs:	1
Storm Water (SWPPP):	1
Garage/Yard Sale:	1
Coastal Erosion Hazard Area (CEHA)	2
Inspections Performed:	87
Certificate of Occupancies/ Compliance:	4
Updated Certificate of Occupancies:	4
Notice of Violations:	9
Stop Work Orders:	2

BEACH RADIO USE AGREEMENT

This Agreement is entered into on the ___ day of _____ 2023, by and between THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation having offices at 86 Main Street, East Hampton, New York, 11937, party of the first part, hereinafter called the “Village,” and THE MAIDSTONE CLUB, located at 50 Old Beach Lane, East Hampton New York 11937, party of the second part, hereinafter called the “Maidstone”.

WHEREAS the Village provides lifeguard services to protect East Hampton Village Beaches, specifically, Main Beach, Georgica Beach and Two Mile Hollow Beach (the “Village Beaches”); and

WHEREAS the Maidstone operates a ocean beach lifeguard stand located at 50 Old Beach Lane, East Hampton NY 11937; and

WHEREAS the Maidstone Beach is not open to the public and is not patrolled by Village lifeguards; and

WHEREAS the Maidstone employs private lifeguards to patrol and protect the private Maidstone Beach and maintains a lifeguard stand on said beach; and

WHEREAS, the Maidstone Club, through its General Manager and Chief Operating Officer, Ken Koch, has requested that the Village provide the Maidstone ocean lifeguard stand with a APX 900 (hereinafter a “Village Beach Radio”); and

WHEREAS, the Village seeks to promote public safety generally and, the Village has a spare Village Beach Radio available for use by the Maidstone Club;

NOW THEREFORE, it is hereby stipulated and agreed as follows:

1. From May 1st,2023 through October 1st,2023 the Village shall provide a Village Beach Radio to the Maidstone each morning, to be maintained, at all times, at the Maidstone Beach ocean lifeguard stand from 9:00am to 5:00pm.
2. The Maidstone shall return the Village Beach Radio no later than 5:15pm pm each day by Maidstone staff member.
3. The Maidstone agrees to require and ensure that each Maidstone officer or employee using or operating the Village Beach Radio be trained concerning the proper use and operation of said Village Beach Radio so as to protect and respect public safety. The Village shall provide such training gratis, to be scheduled through Drew Smith, Village Chief Lifeguard and Beach Manager.

4. That the Maidstone agrees that the proper use of the Village Beach Radio requires it to be maintained at the Maidstone ocean lifeguard stand and that the failure of the Maidstone to maintain the Village Beach Radio at its ocean lifeguard stand at all time shall constitute a material default herein, and upon such finding, the Village may immediately terminate this Agreement without further notice.
5. The Maidstone hereby agrees to release, indemnify and hold harmless the Village of East Hampton from any and all damages, liabilities, losses and judgments, as well as any third party claims, actions, suits, and/or executions (including without limitation reasonable attorneys' fees
6. The Maidstone hereby agrees to release, to defend, to indemnify and to hold the Village of East Hampton and its employees and officials harmless from any and all damages, liabilities, losses and judgment as well as any claims, including third-party claims, demands, suits, actions or causes of action (including without limitation reasonable attorney fees and expenses) arising out of, or occasioned by, any act or omission relating to the Maidstone (and any of its agents', officers' and employees') use of the Village Beach Radio including, but not limited to, any liability arising out of the Maidstone (and any of its agents', officers' and employees') negligent act(s) or omission(s) in the use or operation of the Village Beach Radio.
7. This Agreement contains and constitutes the entire understanding and agreement between the Maidstone and the Village with respect to the matters that are the subject of this Agreement (specifically, the provision of a Village Beach Radio), and it supersedes and cancels all prior negotiations, agreements, commitments, communications and understandings, written or oral.
8. This Agreement is subject to ratification by the Village Board of Trustees before it becomes effective.
9. A signed facsimile copy of this Agreement shall be deemed an original and the Agreement may be signed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FOR THE VILLAGE

FOR THE MAIDSTONE CLUB

Mayor of the Village of East Hampton

Ken Koch
General Manager, Maidstone Club



ESSEKS, HEFTER, ANGEL, DI TALIA & PASCA, LLP
COUNSELORS AT LAW

MAIN OFFICE
108 EAST MAIN STREET
P.O. BOX 279
RIVERHEAD, NY 11901-0279

SOUTHAMPTON OFFICE
(BY APPOINTMENT ONLY)
30 MAIN STREET
SOUTHAMPTON, NY 11968

EAST HAMPTON OFFICE
(BY APPOINTMENT ONLY)
34 PANTIGO ROAD
EAST HAMPTON, NY 11937

WWW.EHALAW.COM
(631) 369-1700
FAX: (631) 369-2065
(NOT FOR SERVICE)

MCNULTY-SPIESS, P.C.
(631) 727-8200
(DIRECT LINE)

STEPHEN R. ANGEL
CARMELA M. DI TALIA
ANTHONY C. PASCA
AMANDA STAR FRAZER
CHRISTINE PERRUCCI
SMITH
LISA D. TYMANN

MARCIA Z. HEFTER
LISA J. ROSS
KIM A. SMITH
ELIZABETH I. BALDWIN

KIMBERLY A. ORINGER

WILLIAM W. ESSEKS
RETIRED

JAMES SPIESS
MCNULTY-SPIESS, P.C.
OF COUNSEL

December 6, 2022

Via Hand Delivery

Robert Caruso, Chair
Planning Board
Village of East Hampton
86 Main Street
East Hampton, NY 11937

Re: The Little Plain Subdivision
Performance Bond

Dear Chairman Caruso and Members of the Planning Board:

As required per condition three of the Planning Board's approval "Application of the Little Plain Subdivision, Modification of Subdivision Approval" dated November 10, 2022, attached please find the following:

- 1) Original performance Bond; and
- 2) Wright & Co. Construction, Inc. check #141543 made payable to the Village of East Hampton in the amount of Twenty Five thousand five hundred (\$25,500.00) dollars.

Should you require anything further, please do not hesitate to contact me.

Respectfully,

Elizabeth L. Baldwin

Enclosures

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: ML, LLC, a New York limited liability company with offices at 7 Quail Road, Greenwich, CT, 06831, hereinafter referred to as "Principal", is held and firmly bound to the VILLAGE OF EAST HAMPTON, a municipal corporation with offices located at 86 Main Street, East Hampton, New York, hereinafter referred to as the "Obligee" in the sum of \$25,500.00, good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its successors and assigns, by these presents, and which obligation is secured by a deposit of the sum of \$25,500 paid to the Village of East Hampton simultaneously herewith; and

WHEREAS, Principal, as the owner of that certain parcel known and designated as SCTM# 301-12-7-11, located at 89 Apaquogue Road, within the Village of East Hampton, applied to the Building Department for a building permit to construct a single-family residence on his property; and

WHEREAS, the Principal's property is depicted as Lot 3 in the Map of Little Plains (the "map" or "subdivision"), which map was filed in the Suffolk County Clerk's Office on August 11, 2010 under Liber D00012634, Page 205, and which is a subdivision that was originally approved by the Planning Board on 7/13/2010 (the "2010 Approval"), and which, as a condition of the 2010 Approval, required the removal of nonnative and/or invasive species from the Reserve Area, as depicted on the subdivision map; and

WHEREAS, to date said clearing of the Reserve Area has not been completed; and

WHEREAS, the Planning Board amended its 2010 Approval on 11/10/2022 (the 2022 Amendment), to eliminate the building envelopes depicted on the Map and to modify the Covenants and Restrictions to eliminate the requirement that all buildings and structures shall be confined to the building envelopes shown on the Map; and

WHEREAS, said 2022 Amendment reinforced its condition in the 2010 Approval regarding the reestablishing the open vistas within the Reserve Area by requiring as a condition of the 2022 Amendment that unless the clearing of the Reserve Area is completed, no building permit be issued until a performance bond in the amount of \$25,500 be granted to the Village; and

WHEREAS, the Principal is currently seeking a building permit to build a single-family residence on the Property; and

WHEREAS, the Principal is willing to put up said performance bond with the Village even though the obligation for said clearing and performance bond should fall on the Little Plains Homeowner's Association pursuant to the 2010 approval and 2022 Amendment; and

WHEREAS, the Principal finds its in its best interest to put up said performance bond in order to obtain a building permit; and

WHEREAS, the Principal acknowledges that the clearing of the Reserve Area is required before he will receive a Certificate of Occupancy for the Property and has

elected to provide a Performance Bond to cover the cost of the clearing thereof, and has simultaneously herewith delivered the aforementioned funds as security for this Performance Bond; and

WHEREAS, the condition of this Performance Bond is that the Principal guarantees the completion of the required clearing of the Reserve Area within one year from the date the permits are issued by all required agencies/municipalities, which date may be extended only by resolution of the Planning Board; and

NOW THEREFORE, in the event of a default in completing the required clearing of the Reserve Area , (such default to be evidenced by a resolution of the Board of Trustees of the Village of East Hampton stating that a default has occurred), the Obligee, or its agents, may, without further notice to Principal or Principal's successors, enter upon the Reserve Area and supply such labor and material as may be required for completion of the Improvements, using the security of \$25,500 to the extent necessary to pay for the cost of same.

December 02, 2022

ML, LLC


By: David Kabiller, Managing Member

State of New York)

ss:)

County of Westchester

On the 2nd day of December, 2022, before me the undersigned, personally appeared David Kabiller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wendy Wattle

Notary Public WATTLE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01WA6143721 Qualified in Westchester County Commission Expires April 17, 2022
--

12-05-22 89AP Perf Bond 25500.00 .00 25500.00

12-05-22 141543 25500.00 .00 25500.00
Village of East Hampton

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

141543

WRIGHT & CO. CONSTRUCTION, INC.

BOX 315
BRIDGEHAMPTON, NEW YORK 11932
(631) 537-2555



Riverhead, NY 11901

51-7218/2211

Pay: *****Twenty-five thousand five hundred dollars and no cents

DATE	NUMBER	AMOUNT
December 5, 2022	141543	\$*****25,500.00

TO THE
ORDER
OF

Village of East Hampton
Building Dept.
88 Newtown Lane
East Hampton, NY 11937



AUTHORIZED SIGNATURE



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈ 141543 ⑈ ⑆ 221172186 ⑆ ⑈ 2530120431 ⑈

JAMES C. GRIMES LAND DESIGN, INC.

Landscape Designers and Contractors

PO Box 5061, Montauk, NY 11954

Telephone 631.668.9189

Fax 631.668.6439

James C. Grimes, A.A.S.

November 18, 2022

Estimate and proposal for The Incorporated Village of East Hampton Town

Project: Town Pond

Re: Hand Removal of Surface Algae

Hand Removal of Surface Algae

Proposed Scope

1. Hand-skim pond surface algae (*Cladophora* sp.) presently covering the majority of water surface in Town Pond
2. De-water material along shoreline, load, and remove material to an approved off-site disposal location
3. Install seasonal holiday display in pond (lights can be installed, but will not be provided)

Labor

Cost to be based on a rate of \$65.00 per man hour

Cost based on approximately three days with a 5-man crew

TOTAL ESTIMATED COST

\$9,175.00

Terms and Conditions:

Due to the volatility of the current market, prices are valid for **5 days** from date of proposal.

James C. Grimes Land Design, Inc. is not responsible for any unmarked utilities including irrigation prior to the start of the project.

This proposal is limited to the work described above. Any changes or extras will be discussed with GC / homeowner and billed as such: "Non-Contract Extras". Change Orders for any such "extras" can be estimated upon request.

All payments are due promptly as per the payment schedule outlined separately upon proposal acceptance. If all is acceptable, kindly return a signed copy of this proposal to our office at your earliest convenience, and we will provide you with a Payment Schedule for your project.

Thank you for the opportunity to bid this project, we look forward to working together!

Memorandum

To: Marcos Baladron

From: David Collins

Date: 2/2/23

Re: Accept Quote

Marcos,

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

Cooper Lane

\$98,836.00

Total

\$98,836.00

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



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 Hamf	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 Hamf	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 Hamf	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 Hamf	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 Hamf	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
		\$94,836.00



Contracting, Inc.

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



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 PHONE: 324-0641
East Hampton, NY 11937 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 guarantee 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

Memorandum

To: Marcos Baladron

From: David Collins 

Date: 1/20/2023

Re: correction resolution #307-2022

Marcos,

The board approved a vehicle for auction December 16, 2022. I listed the wrong vehicle and would ask the board to accept this correction.

To be listed as surplus:

2007 Chevrolet 3500 dump truck (# 26) VIN# 1GBJK34U97E116585

Asset #1185

Remain in service:

2008 Chevrolet 3500 dump truck w plow (# 25) VIN#1GBJK34K68E169566

Asset #1203




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: **Satellite Phone**

DATE: January 23, 2023

FROM: Michael J. Tracey, Chief of Police 

TO: Marcos Baladron, Village Administrator

I respectfully request the Village Board of Trustees approve the purchase of two (2) Satellite Phones for Dispatch and the Police Department, to replace our current satellite phones which no longer work. The cost for this purchase is \$ 4,962.00, which includes the phones and a twelve-month service.

cc: Mayor Gerard Larsen



Satmodo | 2140 4th Avenue, San Diego, CA 92101 | 800-279-2366

Company : East Hampton Village
Name : Gerry Turza
Email : turza@easthamptonvillageny.gov
Tele : 6192380205

Quote : 210084
Date : December 12, 2022
Sales Rep : satmodo_anthony

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
Iridium 9575 Deluxe Kit	Includes Hard Case, Solar Charger, and 2 Year Warranty	2	\$1879.00	\$3758.00
500 Min Plan w/Roll Over	12 Month Service Agreement Required	2	\$537.00	\$1074.00
Activation Fee	-	2	\$50.00	\$100.00
FedEx Ground Shipping	-	1	\$30.00	\$30.00

GS35F239DA- GSA Number

Sub Total	\$4962.00
Tax	\$0.00
Shipping	\$0.00
Total	\$4962.00

Memorandum

To: Marcos Baladrón

From: David Collins 

Date: 2/10/23

Re: Custodial Staff

I request approval to hire Hazel M. Pazmino as a custodian at the annual salary of \$55,000.00 effective March 1, 2023.

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

Memorandum

To: Marcos Baladrón

From: David Collins 

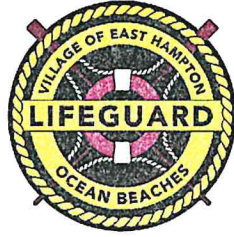
Date: 2/10/23

Re: Custodial Staff

I request approval to hire Alexis Martinez as a custodian at the annual salary of \$55,000.00 effective March 1, 2023.

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

104 Ocean Ave
East Hampton NY, 11937



www.easthamptonvillage.org
In Season: 631.324.0074

To:

Village Administrator Marcos Baladron

And Village Board of Trustees

86 Main Street

East Hampton NY, 11937

February 2nd, 2023

I am writing this memo to have 14 names be approved by the East Hampton Village Mayor and Board of Trustees at the February 2023 board meeting for a beach staff position starting April 1st, 2023. All members will not be working each day and their weeks will not be a full 40 hours. I need staff to assist in opening the beach and being ready to operate for our first event in May, which is the May Day run out of Main Beach. There is a lot to get ready before the season and starting to chip away early allows us the ability to be ready to open fully on the first day which will be May 20th, 2023.

Thank you in advance.

Respectfully,

Drew Smith

Beach Manager/Chief Lifeguard

NAME	RATE	POSITION	START DATE
Jason Bruner	\$18	Beach Staff	4/1/2023
Diane O'Donnell	\$20	Beach Staff	4/1/2023
Donnelly McGovern	\$20	Beach Staff	4/1/2023
Edward Budd	\$18	Beach Staff	4/1/2023
Brian Hensler	\$18	Beach Staff	4/1/2023
Glen Baietti	\$18	Beach Staff	4/1/2023
Kevin Bunce	\$18	Beach Staff	4/1/2023
Avery Charron	\$18	Beach Staff	4/1/2023
Lucy Short	\$18	Beach Staff	4/1/2023
Francis Hammer	\$18	Beach Staff	4/1/2023
James Amaden V	\$18	Beach Staff	4/1/2023
Jon Tarbet	\$18	Beach Staff	4/1/2023
Matt Norklin	\$18	Beach Staff	4/1/2023
James Minardi	\$18	Beach Staff	4/1/2023

EAST HAMPTON FIRE DEPARTMENT

Chief Duane Forrester
1st Assistant Greg Eberhart
2nd Assistant Alex Verdugo

January 15, 2023

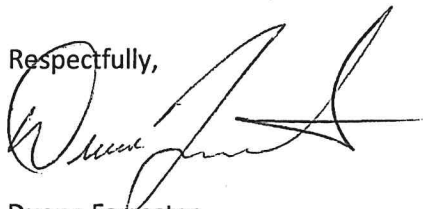
Mayor Jerry Larsen
Inc. Village of East Hampton
86 Main St.
East Hampton New York, 11937

Mayor Larsen and Board of Trustees;

Attached you will find a copy of the application for Scott Smith, who has been accepted into the East Hampton Fire Department and has been assigned to Fire Police company No. 6. I respectfully request that the Board of Trustees confirm this appointment at the January 20th, 2023 meeting.

I thank you for your consideration in 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 EMT-B Employment

DATE: February 10, 2023

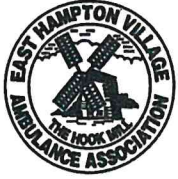
FROM: Michael J. Tracey, Chief of Police 

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 February 17, 2023, pending completion of background check.

<u>EMT-B</u>	<u>Hourly Rate</u>
Marsha O'Neill	\$ 25.00

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll



East Hampton Village Ambulance Association



We Volunteer Because Your Life Depends On It!

1 Cedar Street
East Hampton, New York 11937

February 5, 2023

Mayor Larsen and Village Trustees

At our monthly meeting , Jan 31, 2023, the ambulance membership voted to accept Aryan Chugh as a probationary member. He has completed all of our initial training and will be an attendant. We look forward to mentoring him to help us care for the community.

Thank you.

Sincerely,

Mary Ellen McGuire

Assistant Chief

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 March, 2023 at 11:00 a.m. at the Emergency Services Building, One Cedar Street, East Hampton, New York, at which time all persons interested will be heard with respect to "A Local Law amending Section 101-22 (Expiration of Variances)."

INTRODUCTORY # ONE - 2023 LOCAL LAW NO. , 2023

A Local Law amending Section 101-22 (Expiration of Variances).

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

SECTION I. Legislative Purpose and Intent. The East Hampton Village Board of Trustees desires to amend Chapter 101 (Coastal Erosion Hazard Areas), specifically to change the amount of time a variance, which is duly granted by the Coastal Erosion Board of Review, remains valid. The current law permits a variance to be valid for one year. The Board of Trustees recognizes that development projects, specifically those located within environmentally sensitive areas, require more than one year to construct. These development projects are complicated and often include various conditions and/or construction protocols, requiring meticulous construction practices that elongate the timeline to complete the project. In many instances applicants must also secure approvals or permits from outside agencies after the variance is issued, but prior to the commencement of construction, which also delays the start of work. For these reasons, the Village Board of Trustees desires to change the amount of time a variance remains valid to three (3) years.

SECTION 11. Chapter 101 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):

§101-22. Expiration of variances.

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

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

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

GREGSON H. PIGOTT, MD, MPH
Commissioner

Vincent AGaudiello
860 MONTAUK HIGHWAY - DEERFIELD
GREEN
WATER MILL, NY 11976

September 20, 2022
Notice#: 4

37 NEWTOWN LANE
Record ID: C-22-0123

Tax Map: 0301003000400008000

Notice of Incomplete Application

Vincent AGaudiello,

This office has reviewed your application for existing or proposed sewage disposal and/or water supply systems, or your application for a subdivision for the above referenced project. The following will be required prior to any further processing of the application for approval to construct:

[1] An easement is required for locating the proposed sanitary system off the property; a hard copy of the easement package has been mailed.

To avoid delays in the processing/approval of your application, paperwork and documents should be submitted using the [online portal](#). Electronic submission will ensure priority processing.

Please note that alterations of surveys/plans must be made by a licensed design professional or surveyor and be properly certified. Photocopies of documents and penciled in corrections are not acceptable. Please do not hesitate to call (631) 852-5700 with any questions.

Regards,
Blaise Ehrlich
Assistant Public Health Engineer

CC:
CHERIO CORPORATION
JAY EASTMAN
VINCENT GAUDIELLO

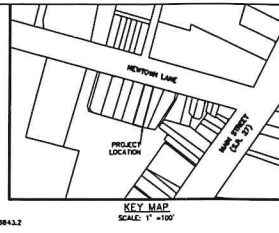


SITE DATA:
 SITE ADDRESS: 37 NEWTOWN LANE
 EAST HAMPTON, N.Y. 11937
 LOT AREA: 3,377 S.F. (0.124 ACRES)
 POSTAL DISTRICT: EAST HAMPTON
 SCHOOL DISTRICT: EAST HAMPTON UFSD
 FIRE DISTRICT: EAST HAMPTON
 ZONING DISTRICT: COMMERCIAL

NOTES:
 1. EDGING DISTRICT: COMMERCIAL
 2. THE SUBJECT PROPERTY IS IN GROUNDWATER ZONE V.
 3. ALL IMPROVED LOTS WITHIN 150 FEET OF THE SUBJECT PROPERTY ARE CONNECTED TO PUBLIC WATER.
 4. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
 5. THE SITE FEATURES AND CONDITIONS AS SHOWN ARE BASED UPON THE SURVEY OF THE PROPERTY PREPARED BY SAKAS SURVEYING COMPANY, P.C., LAST DATED JANUARY 21, 2022.
 6. THERE ARE NO DRAINAGE IMPROVEMENTS PROPOSED WITH THIS PROJECT.

3.5'	GRAVEL (L1) #32.5"	EL. 28.8'
5.4'	SILT LOAM (M1)	EL. 21.2'
3.7'	MIXED SAND WITH GRAVEL (SP)	EL. 15.5'

TEST HOLE
 DUG BY SHAWN W. SHAW, M.E. ON MAY 3, 2022
 (NO C.W. ENCOUNTERED)
 HIGHEST EXPECT GROUNDWATER ELEV.: 10.0' FROM USGS WELL S-86432



FOR S.C.D.M.S. USE ONLY

SANITARY SEWER DESIGN FLOW CALCULATIONS

1. CALCULATION METHOD (COMMERCIAL PROJECTS)

THE SUBJECT PROPERTY IS 3,377 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 = 0.124 ACRES X 300 GPD/ACRE = 37.02 GPD

PER THE S.C.D.M.S. STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SEWAGE DISPOSAL SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES, SECTION R.1, THE MINIMUM DESIGN SEWAGE FLOW IS 300 GPD.

2. EXISTING DESIGN FLOW CALCULATIONS

BASED ON THE CURRENT DESIGN STANDARDS OF THE SUFFOLK COUNTY SANITARY CODE AND THE EXISTING BUILDING USE, AS PER THE CERTIFICATE OF OCCUPANCY FROM THE OFFICE OF EAST HAMPTON, DATED AUGUST 18, 1973, THE FOLLOWING IS A BREAKDOWN OF THE EXISTING DESIGN SEWAGE FLOW RATES:

STRUCTURE USE	SIZE (S.F.)	DENSITY	LOAD	HYDRAULIC LOAD
		GPD/S.F.	FLOW (GPD)	GPD/S.F.
BUILDING 1: 1ST FLOOR DRY RETAIL	1,828	0.03	48.8	0.03
BUILDING 1: 2ND FLOOR DRY RETAIL	1,027	0.03	30.8	0.03
BUILDING 2: DRY RETAIL	897	0.03	26.9	0.03
BUILDING 3: DRY RETAIL	897	0.03	26.9	0.03
BUILDING 4: 1ST FLOOR NON-MEDICAL OFFICE	772	0.06	46.3	0.06
BUILDING 4: 2ND FLOOR MEDICAL OFFICE	772	N/A	223	0.06
TOTAL			404.7	

3. PROPOSED DESIGN FLOW CALCULATIONS

STRUCTURE USE	SIZE (S.F.)	DENSITY	LOAD	KITCHEN/DRY WASH	HYDRAULIC LOAD
		GPD/S.F.	FLOW (GPD)	FLOW (GPD)	FLOW (GPD)
BUILDING 1: 1ST FLOOR WET STORE W/ FOOD	1,828	0.03	48.8	0.12	1993.1
BUILDING 1: 2ND FLOOR NON-MEDICAL OFFICE	1,027	0.06	61.6	N/A	0.06
BUILDING 2: WET STORE W/ FOOD	897	0.03	26.9	0.12	1076.6
BUILDING 3: WET STORE W/ FOOD	897	0.03	26.9	0.12	1076.6
BUILDING 4: 1ST FLOOR MEDICAL OFFICE	772	0.10	77.2	N/A	0.10
BUILDING 4: 2ND FLOOR NON-MEDICAL OFFICE	772	0.06	46.3	N/A	0.06
TOTAL			287.7	410.3	698

4. SIZE OF SEWAGE DISPOSAL SYSTEM (SCDMS DESIGN STANDARDS)

SANITARY SYSTEM

A. TREATMENT TANK - THE TREATMENT TANK IS REQUIRED TO PROVIDE A MINIMUM VOLUME CAPACITY FOR A ONE (1) DAY DESIGN FLOW FOR THE DESIGN LOAD COMPUTED AS FOLLOWS:
 287.7 GPD X 1 DAY = 287.7 GALLONS

USE (1) HYDROLYTIC ANAEROBIC TREATMENT TANK (440 GPD CAPACITY)

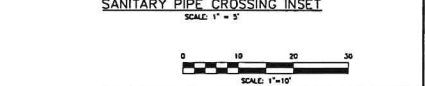
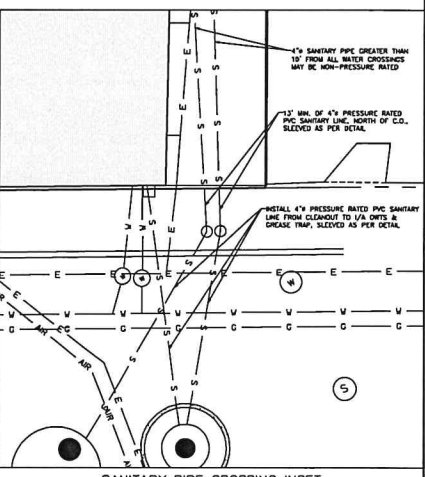
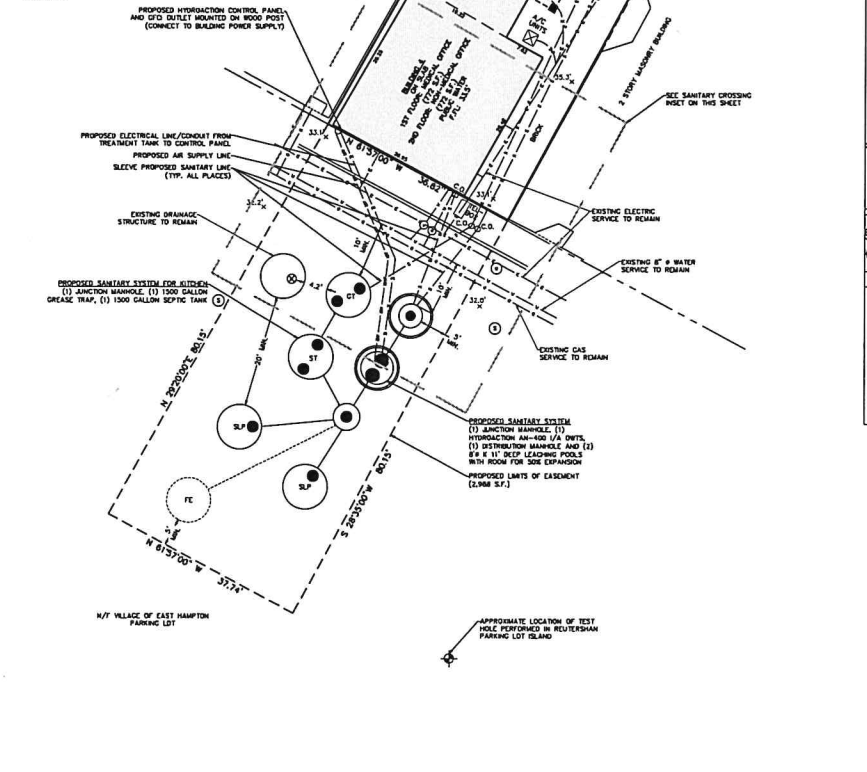
B. GREASE TRAPS - THE GREASE TRAP IS REQUIRED TO PROVIDE A VOLUME CAPACITY FOR A ONE-DAY DESIGN FLOW.
 REQUIRED: 410.3 GALLON CAPACITY
 PROPOSED: USE 1500 GALLON GREASE TRAP (8' X 3' EFFECTIVE DEPTH)

C. 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: 410.3 GPD X 2 DAYS = 820.6 GALLONS
 PROPOSED: USE 1500 GALLON SEPTIC TANK (8' X 3' EFFECTIVE DEPTH)

D. LEACHING POOLS - THE MINIMUM QUANTITY AND SIZE OF THE LEACHING POOLS REQUIRED IS BASED ON THE TOTAL HYDRAULIC LOAD AND IS REQUIRED TO PROVIDE A LEACHING AREA RATE OF 1.5 GALLONS/SQ. FT. THEREFORE 820.6 GPD / 1.5 GALLONS/SQ. FT. = 547.1 SQ. FT. OF LEACHING AREA.
 REQUIRED: 483.3 SQ. FT. / 25.1 SQ. FT. OF STRUCTURE = 19.3 SQ. FT. OF STRUCTURE
 PROPOSED TWO (2) - 8' X 8' LEACHING STRUCTURE BY 1'1" DEPTH (22.0 SQ. FT.)

UTILITY AND SANITARY NOTES

- THE HYDROLYTIC ANAEROBIC TREATMENT TANK DOES NOT UTILIZE ANY ADDITIONAL VENT PIPES. THE ANAEROBIC VENTS THROUGH THE MAIN SANITARY LINE AND HOUSE VENT. THE HOUSE LINE SHALL BE VENTED TO THE ROOF.
- A HOUSE TRAP SHALL NOT BE INSTALLED UPSTREAM OF THE TREATMENT TANK.
- CONTRACTOR TO FURNISH ALL ITEMS IN ACCORDANCE WITH HYDRATION AND SCDS STANDARDS.
- ENGINEERING TO BE NOTICED IN ADVANCE FOR TREATMENT TANK TO BE INSPECTED AND CERTIFIED. TREATMENT TANK TO BE FILLED WITH CLEAR WATER AND ALLOWED TO SIT FOR 24 HOURS FOR ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO BACKFILL.
- THREE (3) YEAR MAINTENANCE AND SERVICE CONTRACT TO BE PROVIDED BY MANUFACTURER.
- GREASE TRAP TO BE INSTALLED AS PER SECTION RY OF THE STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SEWAGE DISPOSAL SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES.



DATE	BY	DESCRIPTION	APPROVED
06/24/2022	RCW	SCDS COMMENTS DATED 06/19/2022	YAG
08/19/2022	RCW	EASEMENT AMENDMENTS	YAG
02/20/2022	RCW	SCDS COMMENTS DATED 02/14/2022	YAG
05/29/2022	RCW	SCDS COMMENTS DATED 06/02/22	YAG

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

REVISIONS

JAY EASTMAN
 30 WEST 84TH STREET
 NEW YORK, N.Y. 10018

COMMERCIAL SANITARY UPGRADE
 37 NEWTOWN LANE, EAST HAMPTON, N.Y. 11937
 T&E MAP NO. 2201-002-00-00-00-00-00

SITE PLAN

THE EASTMAN GROUP, P.E. & L.L.P.C.
 30 WEST 84TH STREET
 NEW YORK, N.Y. 10018
 P.O. BOX 725
 WESTFIELD, N.J. 07090

DESIGNED BY: YAG SCALE: 1"=10' DWG. NO. _____
 DRAWN BY: RCW DATE: 05/09/2022
 APPROVED BY: YAG FILE NO.: 3000

C-2

EASEMENT AGREEMENT

This Easement Agreement, made this ___th day of January, 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 Cherio Corporation, 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 37 Newtown Lane, East Hampton, New York, 11937 and identified on the Suffolk County Tax Map as lot # 0301-03.00-04.00-008.000 (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 # 0301-03.00-00-04.00-033.001 (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 August 25, 2022, 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 _____ By:	CHERIO CORPORATION _____ By: John L. Eastman
---	--

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, 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 course and distance from the point formed by the westerly line of Main Street (State Route 27) and the southerly line of Newtown Lane:

1) North $61^{\circ}57'00''$ West, 325.91 feet to the point or place of beginning:

thence from said point or place of beginning, South $28^{\circ}35'00''$ West, along lands now or formerly of Newtown Pooh, LLC, 150.01 feet to a point and lands now or formerly of the Village of East Hampton;

thence North $61^{\circ}57'00''$ West, along last mentioned lands, 36.82 feet to a point and lands now or formerly of Rumtree Ltd;

thence North $29^{\circ}20'00''$ East, along last mentioned lands and lands now or formerly of Dart, Inc., 150.04 feet to a point on the southerly line of Newtown Lane;

thence South $61^{\circ}57'00''$ East, along the southerly line of Newtown Lane, 34.86 feet to the point or place of beginning and comprising an area of 5,377 s.f. be the same more or less.

SCHEDULE B

PARCEL DESCRIPTION

SUFFOLK COUNTY TAX MAP DESIGNATION

DISTRICT 0301, SECTION 03.00, BLOCK 04.00, LOT 033.001

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, said parcel being more particularly bounded and described as follows:

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

1) South 49°00'40" West, 249.89 feet to the point or place of beginning:

thence from said point or place of beginning, along said northwesterly side of Main Street, South 49°00'40" West, 6.00 feet to a point;

thence North 40°59'20" West, 150.00 feet to a point;

thence South 49°00'40" West, 118.55 feet to a point;

thence North 49°46'00" West, 58.54 feet to a point;

thence North 58°47'30" West, 124.60 feet to a point;

thence North 61°46'30" West, 68.72 feet to a point;

thence South 29°13'00" West, 23.47 feet to a point;

thence North 61°57'00" West, 54.46 feet to a point;

thence North 29°09'30" East, 300.0 feet to a point and said southwesterly side of Newtown Lane;

thence along said southwesterly side of Newtown Lane, South 61°57'00" 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 feet to a point;

thence South 61°57'00" East, 74.23 feet to a point;

thence North 29°18'20" West, 150.04 feet to a point and said southwesterly side of Newtown Lane;

thence along said southwesterly side of Newtown Lane, South 61°57'00" East, 6.00 feet to a point;

thence South 29°18'20" East, 150.00 feet as per Suffolk County Tax Map to a point;

thence South 61°57'00" East, 128.12 feet to a point;

thence North 47°11'20" East, 133.00 feet as per Suffolk County Tax Map to a point;

thence North 28°03'00" East, 23.97 feet to a point and said southwesterly side of Newtown Lane;

thence along said southwesterly side of Newtown Lane, South 61°57'00" East 8.00 feet to a point;

thence South 46°30'30" West, 6.32 feet to a point;

thence South 28°03'00" West, 18.95 feet to a point;

thence South 46°30'30" West, 120.46 feet to a point;

thence South 40°59'20" East, 56.94 feet to a point;

thence South 49°00'40" West, 24.00 feet to a point;

thence South 40°59'20" East, 150.00 feet to a point or place of **BEGINNING**

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 Commercial Sanitary Upgrade for 37 Newtown Lane, 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) North $61^{\circ}57'00''$ West, 325.91 feet to a point and
- 2) South $28^{\circ}35'00''$ West, 150.01 feet to the point or place of beginning:

thence from said point or place of beginning, South $28^{\circ}35'00''$ West, through lands now or formerly of the Village of East Hampton, the following three (3) courses and distances:

- 1) South $28^{\circ}35'00''$ West, 80.13 feet,
- 2). North $61^{\circ}57'00''$ West, 37.87 feet,
- 3). North $29^{\circ}20'00''$ East, 80.15 feet to a point and lands now or formerly of Cherio Corporation;

thence South $61^{\circ}57'00''$ East, along last mentioned lands, 36.82 feet to the point or place of beginning and comprising an area of 2,992 s.f. be the same more or less.

SURVEY OF PROPERTY

SCTM No. 301-003-004-8

141p104

Situate
INCORPORATED VILLAGE OF EAST HAMPTON
Town Of East Hampton
Suffolk County, New York

SCALE: 1" = 20'

AREA: 5.377 sq.ft.
or 0.1234 acres

Certified only to:

Cherio Corp.

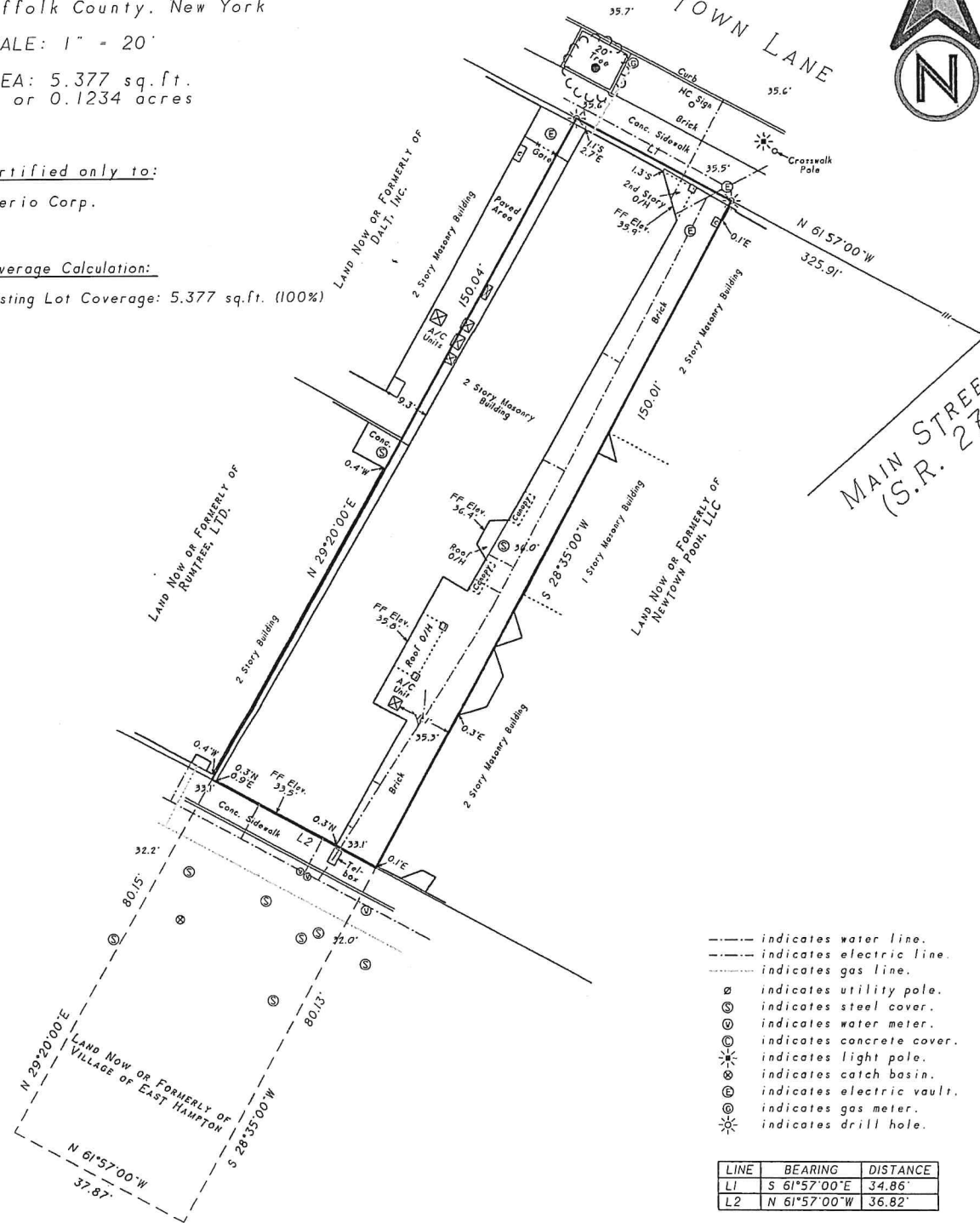
Coverage Calculation:

Existing Lot Coverage: 5.377 sq.ft. (100%)



NEWTOWN LANE

MAIN STREET
(S.R. 27)



- indicates water line.
- - - indicates electric line.
- · - indicates gas line.
- ⊗ indicates utility pole.
- ⊙ indicates steel cover.
- ⊕ indicates water meter.
- ⊖ indicates concrete cover.
- ⊛ indicates light pole.
- ⊚ indicates catch basin.
- ⊙ indicates electric vault.
- ⊙ indicates gas meter.
- ⊙ indicates drill hole.

LINE	BEARING	DISTANCE
L1	S 61°57'00\"E	34.86'
L2	N 61°57'00\"W	36.82'

- NOTES:
1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyors seal is a violation of section 7209, sub-division 2 of the N.Y. State Education Law.
 2. Only copies from the original of this survey marked with an original of the land surveyor's embossed seal or inked seal shall be considered to be valid copies.
 3. Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the N.Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the Title company, governmental agency and Lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
 4. Underground improvements or encroachments, if any, are not shown hereon.
 5. The existence of rights of ways, wetlands and/or easements of record, if any, not shown are not guaranteed.
 6. All natural features shown on survey, including but not limited to Bluff Crest, Clearing, and Wetlands should be verified with the appropriate regulatory agency.
 7. Elevations shown are based on USC & GS datum (NAVD 1988).

Not a valid copy unless marked with original land surveyor's embossed seal & signature

January 21, 2022: Update, locate utilities & elevations

Surveyed: March 15, 2018
David L. Saskas
N.Y.S. Lic. No. 049960

SASKAS SURVEYING
Saskas Surveying Company, P.C.
124 Cedar Street
East Hampton, New York 11937
(631) 324-6917 FAX 329-4768

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

Planner

Memorandum

DATE: February 14, 2023

TO: Mayor Larsen
Village Board of Trustees

FROM: Billy Hajek

RE: **Herrick Park Restroom - Change Orders I**

The following requests for change orders have been submitted in connection with the ongoing restoration of the public restroom building within Herrick Park. A brief description of each change is described below:

1. Wall Finishes – Caesarstone Quartz has been selected for the wall finishes, the current price of which is greater than the amount specified in the original bid.
2. Doors – During the course of restoration it has been determined that three of the existing doors require replacement. It was initially believed that all existing doors could be salvaged and re-used. However, it is apparent that three (3) new doors should be installed.
3. Drywells & Floor Drains – During the course of restoration the contractor discovered that the existing floor drains are piped to the sanitary system and not to individual drywells. This is a health and safety concern, and the floor drywells need to be plumbed to individual drywells (not the septic system). Change Order #3 covers this work.
4. Insulate North Wall – During the course of restoration the contractor discovered that a void exists within the north wall of the building. This void contained plumbing that had no proper insulation, which is the cause of prior issues related to pipes freezing within the building. This change is to properly frame and insulate the north wall to prevent the buildings plumbing from freezing.

I can obtain additional information or details from Carter-Melence, Inc. (contractor) or Botta Sferrazza (project architect) as may be required by the Board of Trustees.

–BH

Cc: Marcos Baladron, Village Administrator

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: (name, address)	Herrick Park Restrooms 71 Newtown Lane East Hampton, NY 11937	CHANGE ORDER NUMBER: 1
TO CONTRACTOR: (name, address)	Carter-Melence, Inc. P.O. Box 907 Sound Beach, NY 11789	DATE: 11/08/22
		ARCHITECT'S PROJECT NO:
		CONTRACT DATE: 06/2022
		CONTRACT FOR: Renovations

The Contract is changed as follows:

Provide Caesarstone Quartz on bathroom walls as selected after bid/contract.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 596,900.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 596,900.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 26,719.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ..	\$ 623,619.00

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

<u>Botta Sferrazza</u> Architects, P.C. ARCHITECT	<u>Carter-Melence, Inc.</u> CONTRACTOR	<u>Village of East Hampton</u> OWNER
<u>7 Toilsome Lane</u> Address	<u>P.O. Box 907</u> Address	<u>86 Main Street</u> Address
<u>East Hampton, NY 11937</u>	<u>Sound Beach, NY 11789</u>	<u>East Hampton, NY 11937</u>
BY <u>November 28, 2022</u>	BY <u><i>Donald A. Paulino</i></u>	BY <u><i>JWS</i></u>
DATE <u><i>[Signature]</i></u>	DATE <u>11/08/22</u>	DATE <u>2/17/2022</u>

CARTER-MELENCE INC.
CONTRACTORS

104 New York Avenue, P.O. Box 907, Sound Beach, NY 11789

(631) 744-0127

Fax: (631) 744-0528

Email: 4cmi@optonline.net

PROPOSAL

Date: October 14, 2022

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

Re: Village of East Hampton
Herrick Park Restroom Renovation
71 Newtown Lane, East Hampton

Attn: Mr. Marcos Baladron

From: Donald J. O'Hanlon

PROPOSAL – V/EH HPR-001

Provide Caesarstone Quartz on bathroom walls as selected after bid/contract.

Price quote from Gem Marble Granite Corp.	\$35,100.00
Deduct amount allowed in bid for stone tile material	-\$ 5,890.00
Deduct amount allowed in bid for labor to install stone tile	<u>-\$ 4,920.00</u>
Difference to supply and install Caesarstone Quartz slabs:	\$24,290.00
Profit and Overhead – 10%	<u>\$ 2,429.00</u>
Proposal Total:	\$26,719.00

Gem Marble Granite Corp
 1735 Feureisen Avenue
 Ronkonkoma New York 11779
 PH (631) 467-7992 Fax (631) 467-8189

Contractor: Carter- Melence, Inc.
 Attention: Donald O'Hanlon
 From: Robert Scalesse, Project Manager
 Project: EH Herrick Park Rest Room

Date: 9/15/2022

Description	Cost
Description : 3/4" "Caesar Stone Blizzard" "Polished" " Mitered Edge"	
MENS Rest Room	<i>Labor</i>
2) Inside wall 24 1/2" x 102" (Mitered)	
1) out side Wall 24 1/2" X 110"	
1) out side Wall 39" X 110"	\$6,965.00
2) verticle front of niche 8" x 110" (Mitered)	\$735.00
1) Horizontal Front(top)of Niche 8" x 92 (Mitered)	\$625.00
1) Inside top of Niche 78" x 25" (Mitered)	\$1,240.00
1) Below sink inside niche 76" x 15"	\$475.00
WOMENS Rest Room	<i>Labor</i>
2) Inside wall 24 1/2" x 102" (Mitered)	
1) out side Wall 24 1/2" X 110"	
1) out side Wall 39" X 110"	\$6,965.00
2) verticle front of niche 8" x 110" (Mitered)	\$735.00
1) Horizontal Front(top)of Niche 8" x 92 (Mitered)	\$625.00
1) Inside top of Niche 78" x 25" (Mitered)	\$1,240.00
1) Below sink inside niche 76" x 15"	\$475.00
Material : 7 Slabs Required	<i>Material</i>
	\$15,020.00
	<i>Tax</i>
Subtotal this page	\$35,100.00

Pricing Includes:

Supply of materials, as cited above in type, quantity and block number
 Templating, Fabrication, & installation.
 Mitered, Eased edges throughout stone work.
 CAD Shop Tickets
 Premium Impregnating Sealer - Dry treat or approved equal Granite or Marble Only.

Notes:

Pricing reflects layout submitted by e-mail for estimation purposes. Final cost to reflect confirmed production sizes, details, & confirmed material.
 * Seam Location to be determined by fabricator based upon slab limitations & site access

Exclusions:

Overtime (Weekends, Nights, Holidays)

Protection Post Installation

Terms:

65% Deposit to Contract for Project. Balance due upon completion.

Check, Visa, Mastercard & American Express accepted.

Credit Card processing will occur an additional 3% fee

**Seam And Seal both covered for first year.

*** All Outdoor applications require a minimum of 48 degrees.

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: (name, address)	Herrick Park Restrooms 71 Newtown Lane East Hampton, NY 11937	CHANGE ORDER NUMBER: 2
TO CONTRACTOR: (name, address)	Carter-Melence, Inc. P.O. Box 907 Sound Beach, NY 11789	DATE: 11/08/22
		ARCHITECT'S PROJECT NO:
		CONTRACT DATE: 06/2022
		CONTRACT FOR: Renovations

The Contract is changed as follows:

Supply and Install (3) Additional ChemPruf Exterior Doors
 Install in existing frames
 Hardware to be supplied by Owner
 Hardware to be installed by Contractor

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 596,900.00
Net change by previously authorized Change Orders	\$ 26,719.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 623,619.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 13,942.50
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ..	\$ 637,561.50

The Contract Time will be (increased) (decreased) (unchanged) by () days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

<u>Botta Sferrazza Architects, P.C.</u>	<u>Carter-Melence, Inc.</u>	<u>Village of East Hampton</u>
ARCHITECT	CONTRACTOR	OWNER
<u>7 Toilsome Lane</u>	<u>P.O. Box 907</u>	<u>86 Main Street</u>
Address	Address	Address
<u>East Hampton, NY 11937</u>	<u>Sound Beach, NY 11789</u>	<u>East Hampton, NY 11937</u>
BY <u></u>	BY <u></u>	BY <u></u>
DATE <u>2022-11-10</u>	DATE <u>11/08/22</u>	DATE <u>2/17/2023</u>

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Herrick Park Restrooms
 (name, address) 71 Newtown Lane
 East Hampton, NY 11937

CHANGE ORDER NUMBER: 3

DATE: 01/26/23

TO CONTRACTOR: Carter-Melence, Inc.
 (name, address) P.O. Box 907
 Sound Beach, NY 11789

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 06/2022

CONTRACT FOR: Renovations

The Contract is changed as follows:

SANITARY - (2) new 4x4 pools	\$ 8,470.00
CONCRETE FLOORS	
Demo existing floor in Men's Room	\$ 5,000.00
Demo existing floor in Women's Room	\$ 5,000.00
Supply and install new 4" concrete floor in Men's Room	\$ 5,350.00
Supply and install new 4" concrete floor in Women's Room	\$ 5,350.00
FLOOR DRAINS	
Supply and install new floor drains to exterior building; 5' from foundation To new pool at Men's Room	\$ 4,000.00
Supply and install new floor drains to exterior building; 5' from foundation To new pool at Women's Room	\$ 4,000.00
ELECTRICAL	
Re-rough electrical wiring in way of new skylight opening	\$ 325.00
Total:	\$37,495.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 596,900.00
 Net change by previously authorized Change Orders \$ 40,661.50
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 637,561.50
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
 (unchanged) by this Change Order in the amount of \$ 37,495.00
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .. \$ 675,056.50

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

<u>Botta Sferrazza Architects, P.C.</u>	<u>Carter-Melence, Inc.</u>	<u>Village of East Hampton</u>
ARCHITECT	CONTRACTOR	OWNER
<u>7 Toilsome Lane</u>	<u>P.O. Box 907</u>	<u>86 Main Street</u>
Address	Address	Address
<u>East Hampton, NY 11937</u>	<u>Sound Beach, NY 11789</u>	<u>East Hampton, NY 11937</u>
BY <u>[Signature]</u>	BY _____	BY <u>[Signature]</u>
DATE <u>2023-01-30</u>	DATE <u>01/26/23</u>	DATE <u>2/17/2023</u>

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Herrick Park Restrooms
 (name, address) 71 Newtown Lane
 East Hampton, NY 11937

CHANGE ORDER NUMBER: 4

DATE: 01/26/23

TO CONTRACTOR: Carter-Melence, Inc.
 (name, address) P.O. Box 907
 Sound Beach, NY 11789

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 06/2022

CONTRACT FOR: Renovations

The Contract is changed as follows:

Remove and reinstall plywood and insulation at North Wet Wall for visual inspection	\$ 720.00
Remove existing plywood and insulation at North Wet Walls of Men's and Women's Rooms. Frame-out back of 2x4 existing framing with blocking 4' high Sheath inside of framing so spray foam can fill wall	
Supply and Install new 1/2 plywood on exterior walls	\$ 8,420.00
Spray Foam Insulation - Materials	\$ 4,128.00
Spray Foam Insulation - Installation	\$ 3,600.00
Total:	\$16,868.00

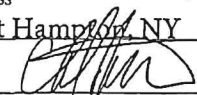

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 596,900.00
Net change by previously authorized Change Orders	\$ 78,156.50
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 675,056.50
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 16,868.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 691,924.50

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Botta Sferrazza Architects, P.C.	Carter-Melence, Inc.	Village of East Hampton
ARCHITECT	CONTRACTOR	OWNER
7 Toilsome Lane	P.O. Box 907	86 Main Street
Address	Address	Address
East Hampton, NY 11937	Sound Beach, NY 11789	East Hampton, NY 11937
BY 	BY _____	BY 
DATE 2023-01-30	DATE 01/26/23	DATE 2/17/2023