

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
***LTV Studios, 75 Industrial Road, Wainscott, NY 11975**
Friday, November 17, 2023, 11:00 A.M.
(Revised 11.16.23)
* Please note location change

AGENDA

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PRESENTATIONS: Hugh King

BOARD DISCUSSION: LaForest Lane / One Way Street

PUBLIC HEARING: **Granting of Sanitary Easement** to East Hampton Square Associates, LLC by the Village of East Hampton for property located at 41-47 Main Street and 56-68 Park Place (SCTM# 301-03-4-34), over property located within the Reutershan parking lot, East Hampton.
Introductory #11-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 192 (Moratorium on Tennis Court & Pickleball Court Conversions) with an extension of six (6) months.
Introductory #12-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 35 (Officers and Employees) Article 1 Residency Requirement.
Introductory #13-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 68 (Animals) Article 1 Dog Control.

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

Resolution #79-2023; Approve claim vouchers for the month of October.

Resolution #80-2023; Approve Warrants as listed:

#16	10/31/2023	GUARANTEES-OCT'23
#17 & 18	10/31/2023	GEN FUND #2-OCT'23
#19	10/31/2023	LOSAP-OCT'23
#20	11/17/2023	GEN FUND #1-NOV'23
#21	11/17/2023	GEN FUND-WARRANT-NOV'23
#22	11/17/2023	CAPITAL FUND-NOV'23

Resolution #81-2023; Approve Budget Transfer Schedule #3, Reference #2, dated November 2023.

Resolution #82-2023; Approve minutes from meetings held on August 18th, September 15th, and October 5th of 2023.

Resolution #83-2023; Approve departmental reports.

Resolution #84-2023; Approve transfer of \$3,000,000 from the Undesignated Fund Balance to the Assigned Fund Balance.

- Resolution #85-2023;** Approve \$2,103,928.00 payment constituting the Village's retirement system contribution for the fiscal year 2023-2024 (Employment Retirement System: \$835,742.00; Police/Fire Retirement System: \$1,268,186.00)
- Resolution #86-2023;** Approve the five (5) year AED Management Agreement with the East Hampton Healthcare Foundation.
- Resolution #87-2023;** Approve the Side Letter Agreement with the East Hampton Healthcare Foundation.
- Resolution #88-2023;** Accept the East Hampton Village Foundation donation of \$63,410 for Herrick Park Phase I A Renovation Project.
- Resolution #89-2023;** Approve Change Order #14 for Herrick Park Phase I A Renovation Project from LandTek in the amount of \$26,355.
- Resolution #90-2023;** Approve the three (3) year Sanitary System Maintenance Agreement with Wastewater Works Inc. in the amount of \$1,335 for the Dominy Shops at 73 N. Main Street
- Resolution #91-2023;** Approve \$16,400 quote from Whitmores Landscaping Inc.
- Resolution #92-2023;** Approve \$3,000 quote from Lawrence Indimine Consulting Corp.
- Resolution #93-2023;** Approve \$19,850 quote from AKRF for Environmental Planning and Engineering Consultation.
- Resolution #94-2023;** Approve \$12,935 quote from Suffolk County Brake Service for one (1) Buyers Snowplow, part # 16WP09C1T1F14M1 (*per Oct. 22nd, 2023 memo from D. Collins*).
- Resolution #95-2023;** Approve request to enter into paving agreement with the Suffolk County Water Authority receiving payment of \$101,329 for the restoration by our contractor for the remaining portion of Cross Highway (*per Nov. 6th, 2023 memo from D. Collins*).
- Resolution #96-2023;** Approve \$14,936 quote from South Fork Asphalt for drainage installation at 15 Hither Lane (*per Nov. 6th, 2023 memo from D. Collins*).
- Resolution #97-2023;** Approve \$22,496.95 quote from South Fork Asphalt for permanent pavement patches at the Emergency Services Building parking lot and Main Beach Pavilion (*per Nov. 6th, 2023 memo from D. Collins*).
- Resolution #98-2023;** Approve \$23,006.38 proposal from NYS Volunteer Firefighter Cancer Benefit Program to renew coverage for our dedicated volunteer firefighters (January 1, 2024 – January 1, 2025 plan year) (*per Nov. 8th, 2023 memo from G. Turza*).
- Resolution #99-2023;** Deem surplus eight (8) Life-Pak 500 AED's (EHV ID# 919, 921, 922, 923, 990, 1230, 1231) to be traded in towards the purchase of nine (9) new AED's (*per Oct. 26th, 2023 memo from Acting Chief J. Erickson*).
- Resolution #100-2023;** Approve promotion of Darrin Downs to Labor Crew Leader Step 1 at an annual salary of \$84,111, effective December 1, 2023 (*per Nov. 15th, 2023 memo from D. Collins*)
- Resolution #101-2023;** Approve the enrollment for two (2) Police Officers to attend the DCJS Supervisory Liability Training Course being held December 20th, 2023 at the Mohawk Valley Police Academy in Utica, New York with no cost to attend (lodging: \$428, plus the cost of meals & travel expenses) (*per Nov. 13th, 2023 memo from Acting Chief J. Erickson*).

- Resolution #102-2023;** Approve \$44,020 quote from Island Tech Services for ten (10) automobile computers for the Police Department, per New York State Contract.
- Resolution #103-2023;** Approve \$24,120 quote from Island Tech Services for software and accessories for the Police Department, per New York State Contract.
- Resolution #104-2023;** Approve \$31,868.30 quote from Digital-Ally for software for the Police Department, per New York State Contract.
- Resolution #105-2023;** Approve Teresa Bertha's termination from the Department of Emergency Medical Service (EMS) effective November 13th, 2023 (*per Nov. 16th, 2023 memo from M. Mott*).
- Resolution #106-2023;** Approve employment of Tyanna Middleton, David Mangiameli and Julissa Vega, as a hourly employees with the Village's EMT-B Program at the hourly rate of \$28.00, effective immediately, pending completion of background check (*per Oct. 31st and Nov. 13th, 2023 memo's from Acting Chief J. Erickson*).
- Resolution #107-2023;** Accept Resignation of Kathleen Lynch as a Per Diem EMT-B employee with the Village, effective October 28th, 2023 (*per Oct. 31st, 2023 memo from Acting Chief J. Erickson*).
- Resolution #108-2023;** Approve Samantha Hutcheon's termination as a Per Diem EMT-B employee with the Village of East Hampton, effective April 30th, 2023 (*per Oct. 31st, 2023 memo from Acting Chief J. Erickson*).
- Resolution #109-2023;** Approve the following new volunteer members of the Department of Emergency Medical Service (EMS) effective retroactively to November 1st, 2023 (*as per Nov. 7th, 2023 memo from M. Mott*).
- Pamela Sandoval – Driver/Attendant*
Joseph O'Connell – Driver/Attendant
Charlie Barter – Driver/Attendant
- Resolution #110-2023;** Notice to Bidders for the Front Lobby Renovation at the Emergency Services Building at 1 Cedar Street with the bid specs available on November 17th, 2023 and the bid opening to be held on December 5th, 2023 at 2:00 pm at Village Hall.
- Resolution #111-2023;** Notice to Bidders for New Roof Installation at Home Sweet Home Museum at 14 James Lane with the bid specs available on November 17th, 2023 and the bid opening to be held on December 5th, 2023 at 2:00 pm at Village Hall.
- Resolution #112-2023;** Notice to Bidders for the purchase of public use outdoor ADA compliant water fountains with the bid specs available on November 17th, 2023 and the bid opening to be held on December 5th, 2023 at 2:00 pm at Village Hall.
- Resolution #113-2023;** Notice to Bidders for the lease of Sea Spray Cottage #1 with the bid specs available on November 17th, 2023 and the bid opening to be held December 5th, 2023 at 2:00 pm at Village Hall.
- Resolution #114-2023;** Notice to Bidders for the lease of Sea Spray Cottage #14 with the bid specs available on November 17th, 2023 and the bid opening to be held December 5th, 2023 at 2:00 pm at Village Hall.
- Resolution #115-2023;** Approve granting of Sanitary Easement to East Hampton Square Associates, LLC by the Village of East Hampton for property located at 41-47 Main Street and 56-68 Park Place (SCTM# 301-03-4-34), over property located within the Reutershan parking lot, East Hampton.
- Resolution #116-2023;** Adopt LOCAL LAW # _____ Introductory #11-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 192 (Moratorium on Tennis Court & Pickleball Court Conversions) with an extension of 6 months.

Resolution #117-2023; Adopt LOCAL LAW # _____ Introductory #12-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 35 (Officers and Employees) Article 1 Residency Requirement.

Resolution #118-2023; Notice for public hearing to be held on December 15th, 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for revised Introductory #13-2023, a proposed local law amending the code of the Village of East Hampton, Chapter 68 (Animals) Article 1 Dog Control.

Executive Session : Legal
Personnel

86 Main Street
East Hampton, New York 11937-2730

JERRY LARSEN, Mayor



Phone 631.324.4150
Fax 631.324.4189
www.easthamptonvillage.org

VILLAGE OF EAST HAMPTON

Office of
BOARD OF TRUSTEES

RESOLUTION # 72-2023

Sanitary Easement

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

NOTICE OF PUBLIC HEARING

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

Dated:

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

EASEMENT AGREEMENT

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

Exhibit A



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A

AS TO PARCEL I:

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

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

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

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

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

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

PAGE 1 OF 4

Exhibit B



Fidelity National Title

INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

AS TO PARCEL II:

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

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

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

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

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

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

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

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

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

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

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

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



Fidelity National Title
INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 3 OF 4



Fidelity National Title
INSURANCE COMPANY

TITLE NO. 7404-016895

SCHEDULE A
(continued)

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

PAGE 4 OF 4

Exhibit C

SCHEDULE C

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

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

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

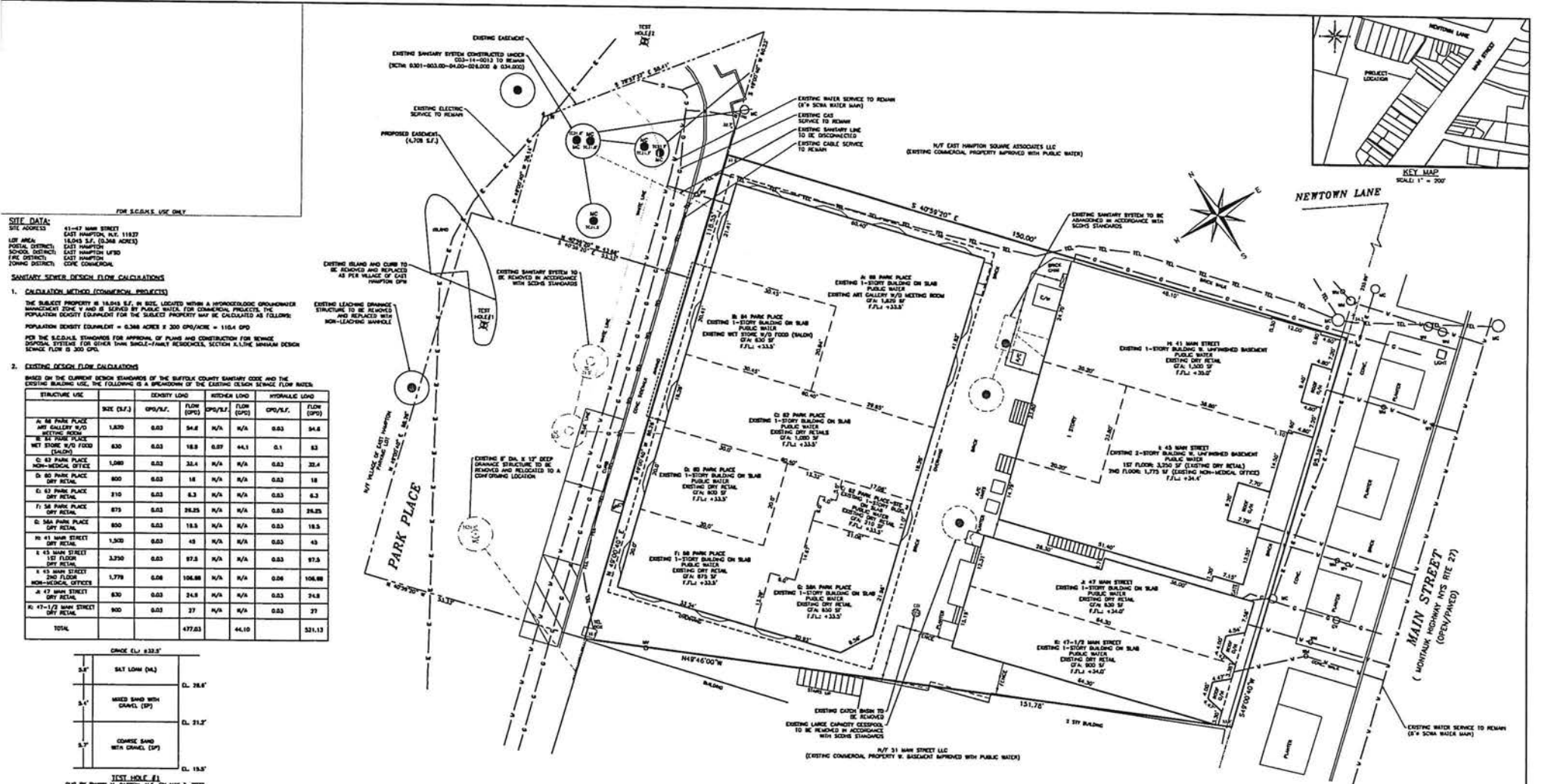
- 1) South 49°00'40" West, 351.28 feet to a point and
- 2) North 49°46'00" West, 151.78 feet to the point or place of beginning:

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

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

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

Exhibit D



SITE DATA:
 FOR SCSSS USE ONLY
 SITE ADDRESS: 41-47 MAIN STREET, EAST HAMPTON, N.Y. 11937
 LOT AREA: 18,043 S.F. (0.416 ACRES)
 POSTAL DISTRICT: EAST HAMPTON
 SCHOOL DISTRICT: EAST HAMPTON UFSD
 FIRE DISTRICT: EAST HAMPTON
 ZONING DISTRICT: COVE COMMERCIAL

1. CALCULATION METHOD (COMMERCIAL PROPERTIES)
 THE SUBJECT PROPERTY IS 18,043 S.F. IN SIZE, LOCATED WITHIN A HYDROLOGIC DRAINAGE WATERSHED ZONE AND IS SERVED BY PUBLIC WATER. FOR COMMERCIAL PROPERTIES, THE POPULATION DENSITY EQUIVALENT FOR THE SUBJECT PROPERTY MAY BE CALCULATED AS FOLLOWS:
 POPULATION DENSITY EQUIVALENT = 0.388 ACRES x 300 CPG/ACRE = 116.4 CPG
 FOR THE S.C.S.S.S. STANDARDS FOR APPROVAL OF PLANS AND CONSTRUCTION FOR SERVICE DRAINAGE SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES, SECTION 4.1.1.6, 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, THE FOLLOWING IS A SCHEDULE OF THE EXISTING DESIGN FLOW RATES:

STRUCTURE USE	SIZE (S.F.)	DENSITY L/D	FLOW (GPD)	KITCHEN L/D	FLOW (GPD)	HYDRAULIC L/D	FLOW (GPD)
A. 88 PARK PLACE AND GALLERY W/O MEETING ROOM	1,820	0.03	54.6	N/A	N/A	0.03	54.6
B. 84 PARK PLACE NET STORE W/O FOOD (LOADS)	630	0.03	18.9	0.07	44.1	0.1	63
C. 83 PARK PLACE NON-MEDICAL OFFICE	1,080	0.03	32.4	N/A	N/A	0.03	32.4
D. 82 PARK PLACE DRY RETAIL	800	0.03	24.0	N/A	N/A	0.03	24.0
E. 83 PARK PLACE DRY RETAIL	810	0.03	24.3	N/A	N/A	0.03	24.3
F. 58 PARK PLACE DRY RETAIL	875	0.03	26.25	N/A	N/A	0.03	26.25
G. 56A PARK PLACE DRY RETAIL	850	0.03	25.5	N/A	N/A	0.03	25.5
H. 44 MAIN STREET DRY RETAIL	1,300	0.03	39.0	N/A	N/A	0.03	39.0
I. 43 MAIN STREET 1ST FLOOR DRY RETAIL	3,250	0.03	97.5	N/A	N/A	0.03	97.5
J. 43 MAIN STREET 2ND FLOOR NON-MEDICAL OFFICE	1,779	0.06	106.88	N/A	N/A	0.06	106.88
K. 47 MAIN STREET DRY RETAIL	630	0.03	18.9	N/A	N/A	0.03	18.9
L. 47-1/2 MAIN STREET DRY RETAIL	900	0.03	27.0	N/A	N/A	0.03	27.0
TOTAL			477.03		44.10		521.13

GRADE (L.)	DESCRIPTION	DEPTH
EL. 833.5'	SALT LOAM (SL)	EL. 28.4'
EL. 833.5'	MIXED SAND WITH GRAVEL (SP)	EL. 21.3'
EL. 833.5'	COARSE SAND WITH GRAVEL (SP)	EL. 19.5'

TEST HOLE #1
 DUG BY SHAWN M. BARRON, LLC ON MAY 3, 2023
 (NO G.W. INDICATED)
 HIGHEST EXPECT GROUNDWATER ELEV. 8.67' FROM USGS WELL 5-88432

GRADE (L.)	DESCRIPTION	DEPTH
EL. 833.5'	DARK BROWN, FINE TO MEDIUM GRAY SAND AND CLAYEY SAND (SC)	EL. 28.5'
EL. 833.5'	LIGHT BROWN, FINE GRAY SAND (SP)	EL. 3.5'

TEST HOLE #2
 DUG BY GENERAL CONSOLIDATED INDUSTRIES ON MARCH 17, 2014
 (NO G.W. INDICATED)
 HIGHEST EXPECT GROUNDWATER ELEV. 8.67' FROM USGS WELL 5-88432

08/24/2023	REV	UPDATE ADDRESS	YAG
01/18/2023	REV	SCSSS COMMENTS DATED 01/18/2023	YAG
06/22/2022	REV	SCSSS COMMENTS DATED 06/22/2022	YAG
03/05/2022	REV	SCSSS COMMENTS DATED 03/05/2022	YAG
02/22/2022	REV	SCSSS COMMENTS DATED 02/22/2022	YAG
12/06/2022	REV	SCSSS COMMENTS DATED 12/06/2022	YAG
DATE	BY	DESCRIPTION	APPROVED

REVIEWS:

JOHN EASTMAN
 80 WEST WATKINS
 NEW YORK, N.Y. 10019

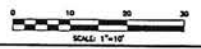
SANITARY UPGRADE PROJECT
 41-47 MAIN STREET & 58A PARK PLACE, EAST HAMPTON, N.Y. 11937
 JOHN EASTMAN ENGINEERING ARCHITECTURE

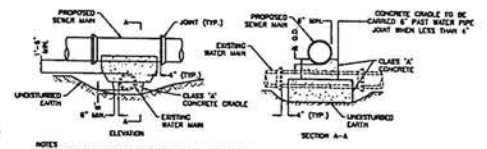
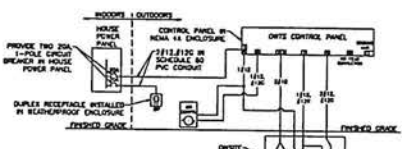
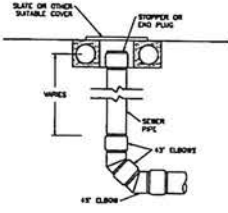
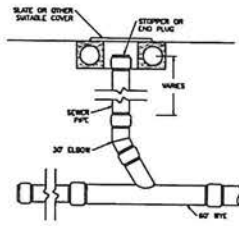
EXISTING CONDITIONS & DEMOLITION PLAN

THE DRAWING GROUP, P.E. & L.L.C. P.L.C.
 SUPERVISOR: JOHN EASTMAN, P.E. & L.L.C.
 DESIGNER: JOHN EASTMAN, P.E. & L.L.C.
 CHECKED BY: JOHN EASTMAN, P.E. & L.L.C.

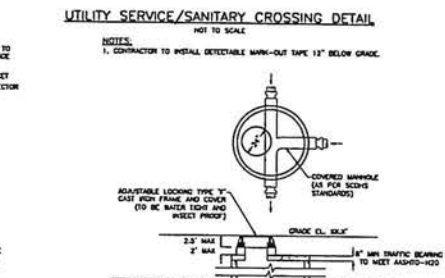
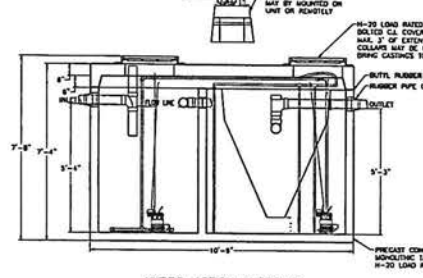
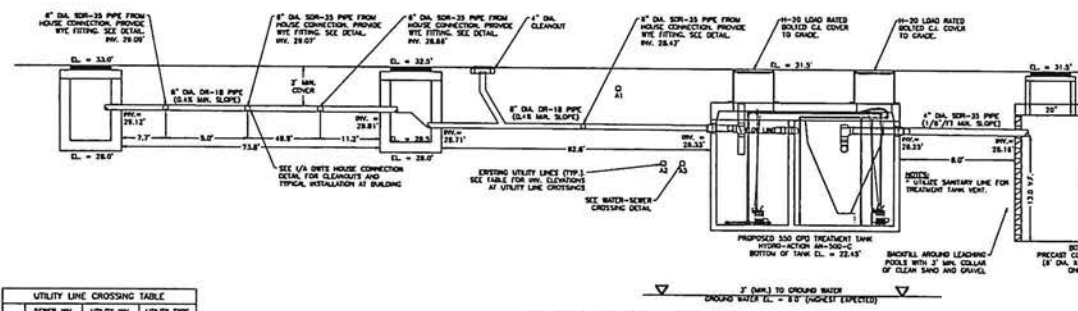
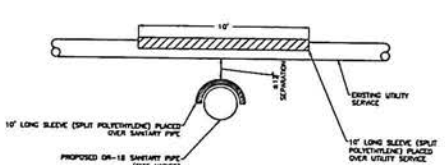
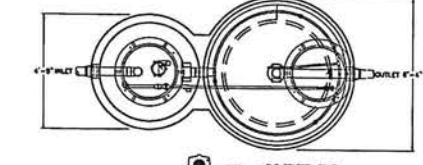
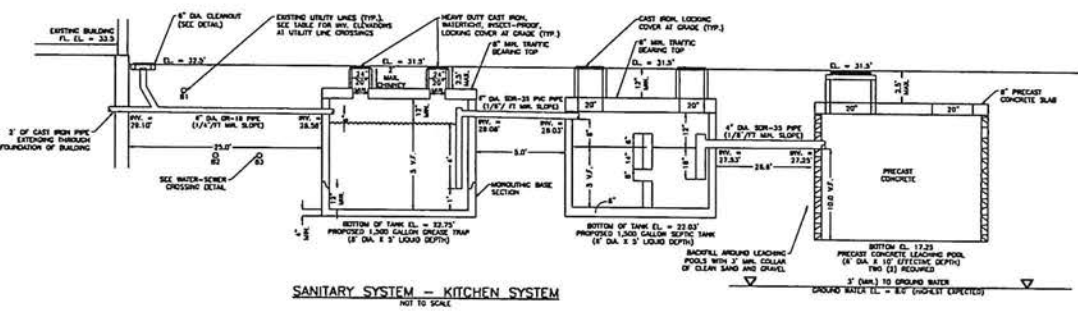
DESIGNED BY: YAG SCALE: 1" = 10'
 DRAWN BY: JEM DATE: 05/14/2023
 APPROVED BY: YAG DATE: 05/14/2023

FIGURE NO. C-1



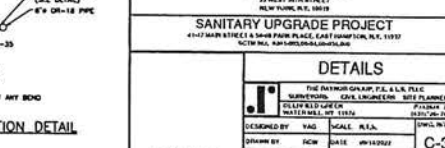
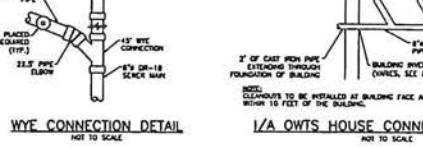
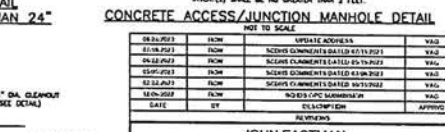
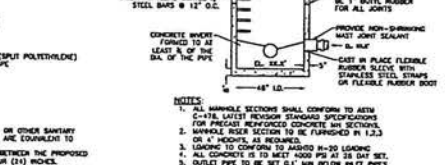
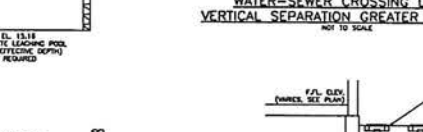
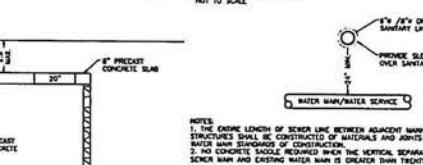


FOR S.E.A.S. USE ONLY



UTILITY LINE CROSSING TABLE			
SEWER INV.	UTILITY INV.	UTILITY TYPE	PIPE
A1	28.13	28.53 MAX.	CABLE
A2	28.39	27.53 MAX.	GAS
A3	29.27	28.30 MAX.	WATER
A7	28.90	26.49 MAX.	CABLE
B2	28.80	27.51 MAX.	GAS
B3	28.79	28.42 MAX.	WATER

NOTES:
 1. UTILITY CROSSINGS SHALL FOLLOW THE S.E.A.S. STANDARDS FOR SPACING OF PIPES AND CONSTRUCTION FOR SEWAGE DISPOSAL SYSTEMS FOR OTHER THAN SINGLE-FAMILY RESIDENCES. SECTION 18 (SEPARATION OF SEWER AND WATER LINES).



NO.	DATE	BY	REVISION
01	08/20/20	JAE	ISSUE FOR PERMIT
02	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
03	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
04	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
05	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
06	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
07	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
08	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
09	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20
10	08/20/20	JAE	REVISED PER COMMENTS DATED 08/19/20

JOHN EASTMAN
 P.E. REGISTERED PROFESSIONAL ENGINEER
 NEW YORK, N.Y. 10019

SANITARY UPGRADE PROJECT
 4147 MAIN STREET & 54th PARK PLACE, EAST HAMPTON, N.Y. 11753
 NATIONAL SANITARIAN ASSOCIATION

DETAILS

THE AUTHOR GRANTS, P.L.S. & L.L.C. FILE
 THESE DRAWINGS AS ENGINEERS' WORK
 WITHOUT LIABILITY FOR ANY ERRORS OR OMISSIONS
 THAT MAY BE FOUND HEREIN.
 DATE: 08/20/20

DESIGNED BY: JAE SCALE: N.E.A.
 DRAWN BY: JAE DATE: 08/19/20
 APPROVED BY: JAE DATE: 08/19/20

C-3

NOTICE OF PUBLIC HEARING

NOTIC IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 17th day of November at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to Introductory #11-2023, a proposed "Local Law amending Village of East Hampton Code, Chapter 192; an extension to the Village of East Hampton Moratorium on Tennis Court and Pickleball Court Conversions."

INTRODUCTORY NO. 11-2023
LOCAL LAW NO. __ - 2023

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

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

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

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

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

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

SECTION I. ENACTMENT; AUTHORIZATION; TITLE AND PURPOSE

A. Enactment and authorization

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

B. Title

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

C. Purpose

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

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

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

SECTION II. IMPOSITION OF MORATORIUM

A. Imposition of Moratorium

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

SECTION III. VALIDITY

A. Validity

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

SECTION IV. APPEALS AND VARIANCES FROM THE MORATORIUM

A. Appeals and Variances from the Moratorium

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

SECTION V. EXPIRATION

A. Expiration

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

SECTION VI. EFFECTIVE DATE

A. Effective Date

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

Dated:

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 17th day of November 2023 at 11:00 a.m., at LTV Studios, 75 Industrial Road, Wainscott, NY, at which time all interested persons will be heard with respect to a "Local Law amending Code Chapter 35; Officers and Employees.

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

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

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

**Chapter 35
OFFICERS AND EMPLOYEES**

SECTION I. Legislative Intent.

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

SECTION II. Amendment.

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

Chapter 35
Officers and Employees

Article I
Residency Requirement

§ 35-1 New employees; exception.

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

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

SECTION III. SEVERABILITY.

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

SECTION IV. EFFECTIVE DATE

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

Dated:

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Village of East Hampton will hold a public hearing on the 17th day of November, 2023, at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, New York, at which time all persons interested will be heard with respect to a "Local Law amending Ch. 68 Animals; Article 1 Dog Control.

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

RESOLUTION # 116 - 2023

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

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

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

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

SECTION II. Chapter 68 of the Code of the Village of East Hampton is hereby amended as follows; bold and underlined material is to be added; struck-thru material is to be deleted):

ARTICLE I
Dog Control

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

§ 68-1. Definitions.

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

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

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

~~B. The dog is:~~

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

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

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

€ ~~B.~~ The dog is:

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

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

HARBOR — To provide food or shelter to any dog.

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

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

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

§ 68-2. Prohibited acts.

A. It shall be unlawful for:

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

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

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

(8) Cause physical harm to persons.

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

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

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

§ 68-3. Confinement of female dogs.

A. It shall be unlawful and a violation of this chapter for any person to tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors, or cause such dog to be restrained, in a manner that:

- (1) Endangers such dog's health, safety or well-being;**
- (2) Restricts such dog's access to suitable and sufficient food and water;**
- (3) Does not provide such dog with shelter appropriate to its breed, physical condition, and the climate as defined by § 353-b of the New York State Agriculture and Markets Law; or**
- (4) Unreasonably limits the movement of such dog because it is too short for the dog to move around.**

B. Notwithstanding the provisions of Subsection A of this section, no person shall tether, leash, fasten, secure, restrain, chain or tie a dog for any amount of time with a device that:

- (1) Is a choke collar or pinch collar, or otherwise causes such dog to choke;**
- (2) Has weights attached or contains links that are more than one-quarter-inch thick;**
- (3) Because of its design or placement, is likely to become entangled;**
- (4) Is long enough to allow such dog to move outside of its owner's property; or**
- (5) Would allow the restrained dog to move over an object or edge that could result in the strangulation of or injury to such dog.**

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

§ 68-4. Animal care.

A. No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse a dog or any animal or cause, instigate or permit any dogfight.

B. No owner of an dog animal shall abandon such animal dog.

C. Companion animals in vehicles.

- (1) A person shall not confine a companion animal in a motor vehicle in extreme heat or cold without proper ventilation or other protection from such extreme temperatures where such confinement places the companion animal in imminent danger of death or serious physical injury due to exposure to such extreme heat or cold.**
- (2) Any person who knowingly, recklessly, or negligently violates the provisions of subdivision one of this section shall be guilty of a violation.**

- (3) Village police officers, emergency medical services personnel, and firefighters shall not be held criminally or civilly liable for actions taken reasonably and as authorized under Section 353-d of the New York State Agriculture and Markets Law.
- (4) Nothing contained in this section shall be construed to affect any other protections afforded to companion animals under any other provisions of this Code or the New York State Agriculture and Markets Law.

§ 68-5. Seizure and redemption.

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

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

§ 68-6. Filing of complaint.

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

§ 68-7. Appearance tickets.

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

§ 68-8. Penalties for offenses.

- A. Any person who violates any provision of § 68-2A of this article shall, upon conviction, be subject to the penalties set forth in Article 7 of the Agriculture and Markets Law.
- B. Any person who violates any provision of § 68-4 of this article shall, upon conviction, be subject to the penalties set forth in Article 26 of the Agriculture and Markets Law.
- C. Any person who violates any other provision of this article shall, upon conviction, be subject to the following penalties:
- (1) For a first offense, a fine of not more than \$50.

(2) For a second offense, a fine of not less than \$50 nor more than \$100.

(3) For each subsequent offense, a fine of not less than \$100 nor more than \$250.

SECTION II. SEVERABILITY.

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

SECTION III. EFFECTIVE DATE

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

Dated: November __, 2023

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

REVISED

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES



BUILDING DEPARTMENT/CODE ENFORCEMENT

To: Mayor Larsen and The Village Board of Trustees

From: Tom Preiato, Principal Building Inspector

CC: Marcos Baladron, Village Administrator

Chief Erickson, EHVPD

Date: November 2, 2023

Re: Monthly Report for OCTOBER 2023

Building Permits Issued (incl. 8 additional work):	13
Demolition Permits:	1
Limited Work Permit (septic):	2
SWPPP (storm water runoff mitigation):	0
Inspections Performed:	87
Certificate of Occupancies/ Compliance:	9
Updated Certificate of Occupancies:	3
Notice of Violations:	9
Stop Work Orders:	0
Sign Permits:	2
Yard/ Garage Sales:	1

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 NOVEMBER 2023 MEETING

FALL DAILY ROUTINE:

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

SHADE TREES:

- Hazards addressed.
- Line of sight issues addressed.
- Stump grinding 2 locations.
- 1 removal
- Tree bags removed for season.

BUSINESS DISTRICT:

- Weeding / mulch tree enclosures deadheading of flower boxes.
- Hanging plants removed.

ROAD SURFACE:

- Sweeping twice weekly.
- New curb installed Mill Hill Ln preparatory for paving.
- Mill Hill Paving
- Dunemere Paving
- Permanent pavement patch's various locations (contractor)
- Patch patrol
- Seasonal parking signage changed.
- Line striping

MISCELLANEOUS:

- Pond Cleaning reduced to 2 days
- Night trash collection- ended 10/15
- James Ln sidewalk repair in progress.(masons)
- Additional shower platform & fountain construction Main Beach (DPW)
- Irrigation systems closed.
- Auction #9
- Paving DPW Yard CG storage container access.

172 Accabonac Road
East Hampton, NY 11937



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VILLAGE OF EAST HAMPTON DEPARTMENT OF PUBLIC WORKS

- Repair donated scale model of Hook Mill.
- Prep areas for sod Dominy, 8 Osborn, Mill Hill, Herrick, Roundabout
- Irrigation installed Roundabout (contractor)
- Sidewalk trip hazards addressed Mill Hill, Cooper Ln, Toilsome Ln.
- Post Halloween event cleanup

FACILITIES:

- Structure failure ES building engineering cont.
- 50 amp circuit for PD Communications van installed NW fire substation (contractor)
- Rug & trim Police Chiefs office.(staff)
- Paint bollards Firehouse exterior
- Clean gutters NW Fire Substation
- Two condenser replacements in progress ES building.
- Lamb house painting of exterior trim.(staff) completed.
- Door bollards painted Fire House (staff)
- Fire Alarm Panel replaced Georgica Beach (water damage)
- Fire alarm panel replaced Home Sweet Home (upgrade)
- Pavillion closed (Contractor and DPW staff)

Road Opening Permits issued prior month:

15 109YTD

**Denied prior month:
Violation Found**

Solid waste collected in August:

Trash	23.61 (Wednesdays are based on average daily totals)	223.28
Brush / Wood	3.6 (does not include disposal at private facilities)	96.21
Other Debris	.62	58.11

Fuel Totals: Gasoline:1032.58 Diesel: 607.82

David Collins Superintendent

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

DISPATCH ACTIVITY REPORT FOR OCTOBER 2023

118 Calls Dispatched for East Hampton Fire Department
East Hampton Village – 47
Water District – 34
NW Protection District - 36
Mutual Aid - 1

127 Calls Dispatched for East Hampton Village EMS
East Hampton Village – 38
Water District – 51
NW Protection District - 34
Mutual Aid - 4

101 Calls Dispatched for East Hampton Village First Responder
East Hampton Village – 28
Water District – 42
NW Protection District - 29
Mutual Aid – 2

902 Calls Dispatched for East Hampton Village Police Department
308 Calls Dispatched for East Hampton Town Police Department
405 Calls Dispatched for Sag Harbor Village Police Department
39 Calls Dispatched for Amagansett Fire Department
30 Calls Dispatched for Amagansett Ambulance
29 Calls Dispatched for Montauk Fire Department
49 Calls Dispatched for Montauk Ambulance
54 Calls Dispatched for Sag Harbor Fire Department
64 Calls Dispatched for Sag Harbor Ambulance
17 Calls Dispatched for Springs Fire Department
36 Calls Dispatched for Springs Ambulance
0 Calls Dispatched for Town Haz-Mat Team
0 Calls Dispatched for Ocean Rescue Team
10 Miscellaneous FD Events *
East Hampton – 7
Amagansett – 1
Montauk – 1
Sag Harbor – 1
Springs – 0

28 Miscellaneous EMS Events *
East Hampton – 7
Amagansett – 7
Montauk - 8
Sag Harbor – 4
Springs - 2

798 911 Calls Received
2,907 7-Digit Telephone Calls Received / Placed
22 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): 41 Eight-Hour Shift/s
Training Hours (Code 615-616): 8.5 Eight-Hour Shift/s

Time Off:

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

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

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

UNIFORM DIVISION ACTIVITY REPORT FOR OCTOBER 2023

(Codes 030 -693)

28 Aided Cases
84 Alarms Answered by the Patrols
4 Arrests Made by the Department
([1] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)
13 Assists to Disabled Motorists
Beach Patrol – 0 hours
Building Check – 61 hours
0 Child Safety Seat Inspections
Door Checks – 60 hours
4 Doors Found Open by the Patrols
0 Escorts
0 Fingerprinting
Foot Patrol – 4 hours
32 Motor Vehicle Accidents
126 Traffic Summonses Issued
(29 Speeding Summonses Issued)
0 Village Code Summonses Issued
(0 Animal on Beach Summonses Issued)
(0 Sign Summonses Issued)
102 Village Parking Summonses Issued

Complaints Investigated:

Cases Received: 5
Cases Closed: 4

Paperwork Received from Court:

Arrest Warrant: 0
Bench Warrant: 1
Criminal Summons: 0
Seal Orders: 2
Supporting Deposition Requests: 0

MONTHLY GASOLINE USEAGE

October Gasoline total – 1,700.79 Gallons

PERSONNEL

Total Hours of Overtime Worked:

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181):* 29 Eight-Hour Shifts
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190):* 1 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):* 73.5 Eight-Hour Shifts

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

Date: 11-6-23

Village of East Hampton

86 Main Street
East Hampton, NY 11937

Attn: Marcos Baladron

Proposal: 23-1426R1
RESOLUTION # *89* - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

The LandTek Group, Inc. "Contractor" is please to present the following proposal to Village of East Hampton "Owner" for the project addressed below.

Village of East Hampton Herrick Park- 6ft H Fence Along Muchmore Lane

Proposal based on the Town of Huntington General Requirements Contract 2022-04/O-E

Scope of Work:

- Install 3111LF of new 6ft black vinyl fence with black privacy slats.
- One new 10ft wide double drive gate

Herrick Park 6ft H Along Muchmore Lane: \$26,355.00

The total cost for this proposal is Thirty-two thousand, two hundred twenty-three dollars and sixty-three.

Concrete

Fencing

Natural Grass Construction

Construction & Infrastructure

Synthetic Turf Maintenance

Synthetic Turf



"Building Champions from the Ground Up"

The LandTek Group, Inc. ©

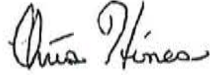
www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

THE LANDTEK GROUP PRICING PROPOSAL

Page 2

Please feel free to reach out to any member of our project team with questions about this proposal:

Chris Hines
Account Manager
The LandTek Group, Inc.
chines@landtekgroup.com



Thank you again for your interest in LandTek, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

X

Owner (Signature)

Any PO or Contract must be made out to The LandTek Group, Inc.
105 Sweeneydale Ave, Bay Shore, NY 11706



"Building Champions from the Ground Up"

The LandTek Group, Inc. ©

www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

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Synthetic Turf

Exclusions:

- Sales Tax
- Permits and Inspection Fees
- OCP Insurance
- Bonding Fees
- Architectural and Engineering Fees
- Tree Removal
- Unsuitable soils, in the event the at unsuitable soils are encountered a price to remedy these areas can be negotiated
- Removal & Disposal of Contaminated, Impacted, or Hazardous material not meeting requirements for clean fill
- Removal & relocation of utilities
- Installation of manholes, junction boxes, gabions, concrete riprap, storm drainage not related to the field construction, grate inlets and RCP.
- Relocation, removal, and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play
- Design services and construction documentation, including, but not limited to conceptual drawings/preliminary design; construction drawings; storm water
- Hazardous Material/Asbestos Abatement
- Nighttime or weekend work
- Cold/Hot Weather Concrete, Additives and Protection
- Covid Supply Chain Disruption Cost Increases

Terms & Conditions:

The following provisions shall serve as the basis of an agreement between "Contractor" and "Owner" in connection with the supply and installation of products and services in accordance with the present cooperative purchasing proposal:

- a) Pricing is valid for 30 days
- b) Pricing is based off prevailing wage
- c) Delays and cost increases of raw materials and/or labor due to disrupted supply chains and fluctuation in market conditions may occur.
- d) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- e) "Contractor" shall not be a party to any penalty clauses and/or liquidated damages provisions.
- f) The parties acknowledge and agree that Contractor shall not be entitled to seek or obtain any increase in the proposal sum unless changes are approved by "Owner". If there are any changes in proposal scope, memorialized in approved Change Orders, that require additional supplies, materials or equipment, the cost associated with these items will be additional to the proposal.
- g) A material deposit may be required to hold pricing for an extended period of time. This item will be discussed during the creation of a contractual agreement.
- h) Progress Payments: Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum.
- i) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- j) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor.
- k) In the event that "Contractor" pursues the collection of payment of any past-due invoice, "Contractor" shall have the right to recover all charges and expenses, including attorney fees, related with the collection operations.
- l) **Confidential Information.** In the performance of this agreement, employees of each party may receive confidential information and materials of the other ("Confidential Information"). Confidential Information includes (i) either party's business or financial information and plans; (ii) the price, scope, terms and existence of this Agreement or any agreement between LandTek and its customers; (iii) any other items identified



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The LandTek Group, Inc. ©

www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

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THE LANDTEK GROUP PRICING PROPOSAL

Page 4

as being confidential by either party. Confidential Information will not include information that the receiving party can show: (a) is or becomes publicly known or available through no fault of the receiving party; (b) was in its possession prior to receipt from the disclosing party, as evidenced by business records; (c) was lawfully obtained from a third party who has the right to make such disclosure; (d) is independently developed as can be shown by documentation; or (e) is

produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order. Both parties agree for themselves, and their employees that such information will be kept confidential, using the same degree of care that each party uses to protect its own confidential information, and not disclosed to third parties.

Concrete

Fencing

Natural Grass Construction

Construction & Infrastructure

Synthetic Turf Maintenance

Synthetic Turf



“Building Champions from the Ground Up”.

The LandTek Group, Inc. ©

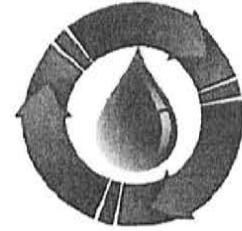
www.landtekgroup.com
105 Sweeneydale Ave
Bay Shore, NY 11706

Wastewater Works, Inc
139 Reeves Ave
Riverhead, NY 11901 US
+1 6315910818
office@wastewaterworksinc.com

RESOLUTION # 90 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES



BILL TO
bhajek@easthamptonvillage.org

INVOICE 5610

DATE 10/30/2023 TERMS Net 30

DUE DATE 11/29/2023

ACTIVITY	QTY	RATE	AMOUNT
Services INITIAL 3 YEAR MAINTENANCE AGREEMENT	3	445.00	1,335.00

73 N MAIN, EAST HAMPTON
TAX EXEMPT

TOTAL DUE \$1,335.00

IF PAYING BY CREDIT CARD A 4% CONVENIENCE CHARGE WILL BE ADDED. PLEASE
CALL THE OFFICE TO MAKE PAYMENT 631-591-0818

Wastewater Works Inc.

139 REEVES AVENUE RIVERHEAD, NY 11901

Phone: (631) 591-0818
Email: office@wastewaterworksinc.com
Website: www.wastewaterworksinc.com

SERVICE POLICY CONTRACT

Name: Village of East Hampton
Project Address: 73 N MAIN ST
EAST HAMPTON, NY 11937
Phone: 631-324-4150
Type: Residential OR Commercial
Use: Continuous Year Round Part-time Rental Seasonal

Mailing Address:

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

Date: 10/27/23

Email: mbaladron@easthamptonvillage.org

Wastewater Works Inc will provide a (3) year service policy, which will provide for inspection and service of your **HYDRO-ACTION** treatment plant. The policy will include the following:

- six (6) inspection/service calls (at least one every six (6) months as per local regulations, over the (3) year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable components parts to ensure proper function. This includes inspecting OPS, air pumps, air filters, diffuser operation, and cleaning or repairing any component not found to be functioning properly.
- **WASTEWATER WORKS INC** will provide an effluent quality inspection consisting of a visual check for color, turbidity, scum overflow, and the examination for any unpleasant odors.
- **WASTEWATER WORKS INC** will respond to visit the property in response to any complaints from property owner or any alarms regarding the operation of the HYDRO-ACTION system within twenty-four (24) hours of initial call or sooner if needed.
- **All WASTEWATER WORKS INC** maintenance employees are HYDRO-ACTION certified maintenance mechanics to ensure quality assurance to all customers.

If any improper homeowner use is observed that needs to be corrected at the time of the inspection/services call, you shall be notified immediately of the conditions and the estimated cost and time for complete repair.

Owner/user operations instructions must be strictly followed, or warranties are subject to invalidation and additional service costs can occur.

At the end of this initial service policy, **WASTEWATER WORKS INC** will make available, for purchase a continuing service agreement to cover labor for normal inspection, maintenance, and repair.

PUMPING OF NORMAL SLUDGE BUILD-UP FROM THE PLANT, IF NECESSARY, IS INCLUDED IN THESE SERVICES.

ANNUAL COST FOR MAINTENANCE WILL BE BILLED AT \$ 445 PER CALENDAR YEAR AND CANNOT EXCEED A (3) YEAR PERIOD.

TOTAL COST TO PERFORM ABOVE CONTRACT

\$ 1335.00 one
tax exempt

WASTEWATER WORKS INC:

HOMEOWNER:

DATE: _____

DATE: 11/1/2023

Service contract to start on 10/27/23

Service contract to expire on 10/27/26

SYSTEM: HYDRO-ACTION AN 500 C

INSTALLATION DATE 12/13/22



WHITMORES

est. 1945

David Collins
East Hampton Town
East Hampton, NY 11937

Transplants
8 Muchmore Lane
East Hampton, NY 11937

ESTIMATE

Estimate No. | 230652
Date | 10/20/2023

RESOLUTION # 91 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

	COST/EA.	TOTAL COST
SITE WORK		
1. Transplanting (#13) American Arborvitae to South side	Lump Sum	\$6,540.00
2. Transplanting (#13) Green Giants to Road Edge	Lump Sum	\$6,540.00
3. Transplanting 45 LF of Privet to East Property Border	Lump Sum	\$3,320.00
4. Irrigation		TBD

Notes: Utility markout to be by others .

Total \$16,400.00

Estimate Total \$16,400.00

Signing this estimate indicates acceptance of all terms and conditions

Client: _____
Date: _____

Whitmore's: _____
Date: _____



Whitmores Landscaping, Inc.
4 Hardscrabble Court
East Hampton, NY 11937

Client:
David Collins
East Hampton Town
East Hampton, NY 11937

Project:
Transplants
8 Muchmore Lane
East Hampton, NY 11937

Terms and Conditions of Agreement

This Agreement by and between the "Client", and Whitmores Landscaping, Inc. ("Whitmores"), 4 Hardscrabble Court, East Hampton, New York, 11937. Whereas the Client wishes to engage the services of Whitmores for the completion of certain work ("Project") as set forth more fully in the written and accepted Estimate, annexed hereto, at the real property located at the above address ("Premises"), and Whitmores wishes to agree to render such services upon the following Terms and Conditions:

PAYMENTS

As fair and adequate consideration for the completion of the Project, Client shall timely pay to Whitmores the agreed upon amount ("Contract Price") in the written and accepted Estimate in accordance with the terms and conditions herein set forth. Upon acceptance of the Estimate, the Client agrees to pay Whitmores the deposit amount of the Contract Price. Upon substantial completion of phases of the Project, as determined by Whitmores, Whitmores will invoice the Client, and the Client shall promptly pay the progress payments. When the Project has been completed, final payment is due, plus any additional costs and minus any deductions pursuant to any authorized Change Work Orders. Client shall pay each invoice upon receipt of the invoice. If payment is not made when due, Whitmores may suspend work on the Project until such time as all outstanding payments that are due have been paid in full. If payment is not made within 15 (fifteen) days, interest shall accrue on any unpaid balance at a rate of 1.5% per 30 days and will likewise be due and owed by Client. Client agrees to pay all costs incurred by Whitmores for the cost of collecting any remaining balances, including reasonable attorney's fees. No warranties will be issued until the final payment, plus additional costs and interest if applicable, has been received in full. Notwithstanding the foregoing, the Client will be ineligible for any warranties or guarantees offered by Whitmores if any payment that becomes due is not paid in full within 30 (thirty) days from the date of the invoice. Whitmores accepts all major credit cards, check, wire transfer, and cash. Credit card transactions are subject to a 3% convenience fee.

PERMITS & INSPECTIONS

The Client is responsible for securing all necessary jurisdictional approvals and permits. At the Client's request, Whitmores may assist in securing jurisdictional approvals and permits. Unless specified in writing, Whitmores is not responsible for remediating code violation(s) created at Client's request or previously existing. The Client is responsible for all fees required to secure jurisdictional approvals and permits for the project. Whitmores has no obligation hereunder to be on site during any inspections conducted by a municipality or private entity.

CHANGES

Circumstances may arise beyond the control of Whitmores that may prevent execution of the written and accepted Estimate as planned. Whitmores will make reasonable efforts to minimize the impact on the design and construction. The Client acknowledges this possibility and accepts the action or inaction Whitmores will take to minimize the potential change in design. If Client wishes to change any part of the Project after this agreement is signed, but prior to commencement of the Project, which results in additional material or labor costs for Whitmores or results in delays in the completion of the Project, said costs will be added to the remaining balance of the written and accepted Estimate and billed as part a part thereof. Additional charges may apply.

ESTIMATES

All unsigned Estimates expire after 15 days. Whitmores will use their best efforts to accurately estimate the cost of materials and labor required to complete the Project and will make reasonable efforts to complete the written and accepted Estimate. However, the Client acknowledges that there may be differences between the written and accepted Estimate and the final cost. If the actual cost is less than the estimated Contract Price, that amount will be discounted on the final payment due to Whitmores. If the actual cost is more than the estimated Contract Price, that additional amount will be added to the final payment due Whitmores. Such additional amounts include the cost of any overtime labor that accrues in order to complete the Project in a timely manner. Notwithstanding the foregoing, Client will not be responsible for the cost of any overtime labor that accrues as a result of a delay caused by Whitmores. The Client will promptly pay Whitmores that additional amount. Rates are based on the present cost and availability of fuel, freight, equipment, labor and materials. In the event of cost increases due to reasons beyond the Contractor's control, all pricing and rates set forth in the Agreement are subject to increase.

ADMINISTRATION, DESIGN, & ADDITIONAL MEETING TIME

Time spent performing administrative ("administrative" as defined by responsibilities relating to the documentation and operation of a Project) and design ("design" as defined by the production of a plan or drawing to show the look and function or workings of a Project) tasks may be expected as part of Whitmores fulfilling our contract. Based on a Project's scope, Whitmores assumes a reasonable amount of hours spent on these tasks and the costs related to those preset hours are not charged as fees to the Client. On occasion, time exceeding reasonable hours may be necessary to cover change orders, overtime, design changes, logistics, or other project needs, the Client is responsible for the cost of these additional hours. A maximum of 5 hours of administration are included in this contract. Additional administrative time exceeding these hours will incur additional fees at a rate of \$65 per hour. Any design time greater than of 1.5 hours will be charged at a rate of \$165 per hour. Client or client's representative is entitled to 1 hour in-person, phone, or video meeting for the purpose of Project review/status per week with the assigned Whitmores representative per active working week of project. Any project review/status meeting time spent greater than 1 (one) hour a week may be billed as additional fees.

PROJECT SITE

Client must provide adequate/reasonable on-site parking for Whitmores vehicles, equipment, and storage space for project material including landscape construction products. With appropriate notice, Whitmores may ask for and client must provide storage space for living plants, which Whitmores will care for on site. Whitmores is not responsible for the safety or security of any materials left on a job site during non-work days or hours. The cost of any necessary parking permits or other parking accommodations will be the responsibility of the Client.

LANDSCAPE CONSTRUCTION

Landscape construction is defined as all masonry and construction work. Whitmores will not perform any landscape construction that is not depicted on the plans or surveys provided to Whitmores or as otherwise defined as the scope of the Project. Likewise, Whitmores is not responsible for improper installation of any landscape construction because of any and all inaccuracies depicted on plans or surveys provided to Whitmores from the Client. Any expense incurred to correct such inaccuracies will be borne solely by the Client. Unless otherwise agreed between Whitmores and Client, Whitmores is under no obligation to provide winterization services for the Project.

PLANT MATERIAL

All plant pricing and availability are subject to change. All plant material procured or dug for the project is staged at Whitmores in time for the agreed upon project commencement date and available for inspection by the client or their appointed representative. All plant materials remain the property of Whitmores until payment in full is received. In the event of a change in supplied materials from the original agreement in quantity, description or cancellation by the client or their appointed representative, Whitmores requires an approved written change order signed by the client or their appointed representative prior to supplying the requested materials. All change orders shall be incorporated in and become part of the original contract. Plants which are approved by the designer or Client and ordered and/or dug by Whitmores, but not used during the appropriate installation window, outside of Whitmores control, will incur a minimum 30% restocking fee. If the delivery date for plant material is delayed by the client or their appointed representative from the original agreed upon schedule through no fault of Whitmores, Whitmores will continue to maintain material to the best industry standards, however, will not assume responsibility for the condition or guarantee the quality as it was initially dug or purchased. If additional plant material is required to replace declining or dead material due to a delayed project start date through no fault of Whitmores, then the resulting cost will be in addition to the original contract. To order or dig additional material an approved change order will be required. The maintenance of all plant materials is specifically excluded unless specified. Upon the issuance of the final invoice, the responsibility for the care and watering of all plants, lawns, etc., is handed over to the Client and will require regular attention until established. Hand watering visits during installation and "settling in" periods which are not otherwise agreed to in the original agreed and accepted Estimate are available to the Client at his/her/its request and are subject to an additional charge based on the labor and material required.

WARRANTIES

PLANT MATERIAL. Whitmores strives to provide the highest quality plant material available and will offer a one-time only replacement of any tree, shrub, evergreen or woody vine supplied and installed by Whitmores that has died within one (1) year from the date of installation by Whitmores provided the plant has been cared for as instructed, and not misused. Whitmores will not replace plants killed by animals, rodents, insects, disease/blights, mechanical damage, neglect, natural disasters, or other reasons over which Whitmores has no control. Whitmores will not replace plants which skip a flowering cycle or have suffered in appearance but are capable of recovering. Whitmores will not replace transplanted plants, plants installed by others, or plants purchased at discount, promotion or sale. This warranty does not cover annuals, small perennials, ground covers, wildflowers, seeds, bulbs, roses, and non-winter hardy plants. Whitmores is not liable for plants infected with "Boxwood Blight" or "Beech Leaf Disease." An additional labor charge for plant removal and reinstallation will apply. Replacement plants are not warranted. Care and watering of all plants material becomes the responsibility of the client at time of installation.

LAWN INSTALLATION. Whitmores installs seeded and sodded lawns according to common industry practices. Whitmores guarantees its sodded lawn against problems arising from fungus and/or other diseases for a period of fourteen (14) days from the date of installation. Whitmores guarantees its seeded lawn against problems arising from fungus and/or other diseases for a period of three (3) months from the date of installation if a standard lawn care program is in place within fourteen (14) days from the date of installation and is executed by a New York State Licensed Applicator. Upon request, Whitmores will advise on the correct seasonal/calendar period or weather conditions for planting seed or sod. Any planting conducted outside of the stated time periods will not be protected by a guarantee. Whitmores makes no other guarantee to Client about seeded and/or sodded lawns. Upon installation, Whitmores will set the irrigation clock and agrees to oversee watering the lawn for a period of fourteen (14) days, thereafter, watering the lawn will be the sole obligation of the Client. Notwithstanding the foregoing, Whitmores will not guarantee a lawn if the irrigation clock is manually turned off, or there is a power failure or other irregularity which interrupts the ability of the irrigation system to fully function. Repairs done on a seeding or sod project are done at the expense of Client. Whitmores does not accept responsibility for settling due to new construction, utility lines or any other excavations not performed by or supervised by Whitmores.

IRRIGATION INSTALLATION. Rotary sprinkler heads, pop-up sprinkler heads, controllers, valves, underground pipes, and fittings purchased and installed by Whitmores have a warranty of 100% of the wholesale purchase price for one (1) year from the date of installation, not including labor. A labor fee will be charged for any products replaced due to manufacturer's defects. No labor fee will be charged for warranty issues caused by faulty workmanship. All irrigation systems installed by Whitmores are covered for a period of one (1) year for faulty workmanship. This warranty covers any installation defects (such as connections, clamped pipes, and PVC glue) that occurs due to no fault of the customer. Warranty does not cover (1) vandalism, (2) Acts of God (flood, wind, snow, etc.), (3) damage caused by new construction, (4) damage or malfunction caused to an existing irrigation system as a result of the installation; (5) dry patches on lawn due to plant growth, or (6) modifications or repairs done by anyone other than a Whitmores employee.

CARPENTRY INSTALLATION. Carpentry installation performed and completed by Whitmores, or a duly authorized subcontractor, is warranted for a period of one (1) year from the date of completion of the project. This warranty is not applicable to the deterioration of wood due to over-exposure from water, mold, fungus, and/or fire; damage due to use of salt or any chemical to clear or remove ice or snow from the surface; partial or complete collapsing of the structure from any act of god (including hurricane, lightning, tornado, flood, fire, earthquake, etc.); cracking in surfaces due to settling, shifting, abuse from new construction near location of our work; damage resulting from collisions (human or mechanical); damage due to improper use of structure.

MASONRY INSTALLATION. Workmanship for masonry installations, including brick, stone, block, concrete and repairs to brick, stone, block and concrete that is performed and completed by Whitmores or a duly authorized subcontractor, is warranted for a period of one (1) year from the date of completion of the project. This warranty is not applicable to the deterioration of joints or masonry surfaces due to over-exposure from water, mold, fungus, and/or fire; damage due to use of salt or any chemical to clear or remove ice or snow from the surface; partial or complete collapsing of the structure from any act of god (including hurricane, lightning, tornado, flood, fire, earthquake, etc.); cracking in masonry surfaces due to settling, shifting, abuse from new construction near location of our work; damage resulting from collisions (human or mechanical); damage due to improper use of structure (heavy machinery or large delivery trucks). For concrete work, the following are not covered under warranty: Hairline cracks, spalling or slab shifting due to water, snow exposure, and salt, chemicals, and de-icers.

TREE CARE. Should any plant/tree/stump be incorrectly identified by the Client, or the Client's representative, as belonging to the Client, knowingly or unknowingly, the Client agrees to indemnify Whitmores for damages or costs incurred as a result of that plant/tree/stump being altered or removed. Trees and plants are natural, living organisms affected by factors beyond human control; no guarantee or warranties on trees, plants, or general landscape safety, health or condition is expressed or implied by Whitmores. Whitmores provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If treatment is recommended, it is because that tree or plant is deemed a worthy candidate for treatment at that time. Cabling provides supplemental support in order to limit splitting and lengthen the life of a tree. Cabling of tree limbs reduces potential breakage but does not permanently remedy structural weakness and is not a guarantee against failure. Cabling requires periodic inspection.

Services requiring heavy machinery may cause damage to lawn, garden beds, or surfaces and Whitmores will take all reasonable precautions to limit damage.

Any repairs/replacements made to any installation after the expiration of any warranty offered by Whitmores in accordance with this Agreement will be made at Client's expense. Any repairs made to any installation by any party at any time other than Whitmores voids any warranties.

BOUNDARY LINES

Whitmores is not charged with notice of the location of a project site's boundary lines. Client is responsible for properly defining the boundary lines of the project site. In Whitmores' sole discretion, and at Client's expense, client may be required to retain a licensed land surveyor to properly define the boundary lines of the project site. The cost to relocate any product, materials, structure(s) or otherwise that is installed on a neighbor's property by Whitmores shall be at the expense of the Client. At Whitmores' discretion and at Client's sole cost, a professional mark-out of all underground utilities will be performed. Whitmores is not responsible for damage to underground utilities, including sprinkler systems, gas, or electric.

DELAYS

Whitmores is not responsible for project delays caused by weather, acts of God, permitting, delays caused by other companies, or other unforeseeable causes. Delays at the Premises may cause the Project to be rescheduled and additional charges, including the cost of any overtime incurred by Whitmores' employees, may be made in certain circumstances. If installation occurs past the estimated growing season or Project schedule, Client will be responsible for any material or labor rate increases, and material may not be warranted.

PHOTOGRAPHY

Whitmores shall be permitted to photograph the Premises and to use the photographs for any professional purpose of Whitmores. Whitmores shall not disclose the name and/or identity of the Client or the street address of the Premises as related to the photographs of the Premises without the express written consent of the Client.

NOTICE OF LIEN RIGHTS

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

WAIVER

The failure of either party to enforce any right accruing under this Agreement shall not be construed as a continuing waiver of a subsequent right of such party to enforce the same or any other right, term or condition.

VENUE

This Agreement shall be construed, governed, interpreted and enforced in accordance with the laws of the state of New York. Any suit or proceeding hereunder shall be brought exclusively in any state or federal court located in the County of Suffolk, State of New York, having jurisdiction. Each party consents to the personal jurisdiction of said state and federal courts and waives any objection that such courts are an inconvenient forum.

ATTORNEY'S FEES, ETC.

Client agrees to pay all costs and expenses incurred by Whitmores to enforce the terms of this Agreement, including attorney's fees and disbursements and fees imposed by collection agencies, if any.

ADDITIONAL CLAUSES

Contractor shall not be liable for any failure, hinderance, or delay in performing any obligation under this contract that is due to the following causes, without limitation: acts of God, accidents, riots, war, terrorist acts, epidemics, pandemics, quarantine, governmental order, acts or omissions, changes in laws or regulations, civil commotion, natural catastrophe, strikes, generalized lack of availability of labor, raw materials or energy, changes in market prices or conditions, any cause whatsoever that is beyond the control of Contractor. Furthermore, where there is a delay outside the control of the parties due to unavailability of goods, delay in delivery, or other unforeseen or remote contingences, the parties agree such a delay is not considered a breach of the Agreement. The parties agree to use commercially reasonable efforts to perform the contract under the deadlines allowable by the market.

Contractor's performance will be excused, and the Contractor will not be liable for any failure to perform under this Agreement, when Contractor is unable, despite diligent efforts to do so, to obtain raw materials and supplies on terms Contractor deems commercially acceptable.

LAWRENCE INDIMINE CONSULTING CORP

REAL ESTATE APPRAISALS AND CONSULTING

18 BAILEY LANE

MANORVILLE, N.Y. 11949

(631) 979-2735

Fax: (631) 406-7791

Email: indimineappraisals@yahoo.com

RESOLUTION # 92 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

October 30, 2023

Marcos Baladrón, Village Administrator
Incorporated Village of East Hampton
86 Main Street
East Hampton, NY 11937
Via Email: mbaladron@easthamptonvillage.org

Re: Property of The Trustees of the Incorporated Village of East Hampton
Located at 91 Main Street, incorporated Village of East Hampton, NY 11937
S.C.T.M. #301-4-5-5.2

Dear Mr. Baladrón:

At your request, I have conducted a preliminary investigation of the above property for the purpose of submitting a proposal to prepare an appraisal determining its market value in contemplation of sale by the Incorporated Village of East Hampton.

The subject consists of a parcel of land with an area of 0.552± acre (to be confirmed). The property is improved for use as a public parking field, as well as being improved with a garage and additional site improvements which are used in conjunction with an adjacent property to the west (SCTM #301-4-5-5.3 owned by the Ladies Village Improvement Society). The subject parcel if proposed for sale to this adjacent westerly property.

The subject is located in the Village Historic District. The site appears to be zoned R-80 Residence and R-40 Residence. The zoning will need to be confirmed.

My research will include an investigation will all appropriate agencies, including the Village of East Hampton, Town of East Hampton, County of Suffolk, etc., in order to determine the highest and best use of the subject.

LAWRENCE INDIMINE CONSULTING CORP.
REAL ESTATE APPRAISALS AND CONSULTING

Marcos Baladrón, Village Administrator

October 30, 2023

Based upon my current workload, I anticipate that I can complete this assignment within six weeks of being told to proceed.

After considering all of the above, I propose to conduct the necessary research and prepare an Appraisal Report estimating the value of the subject and deliver an electronic copy and one (1) bound copy of said appraisal for a fee of **\$3,000**.

Should you have any questions or would like to discuss this matter please do not hesitate to contact my office. Thank you for the opportunity to bid on this assignment.

Sincerely,

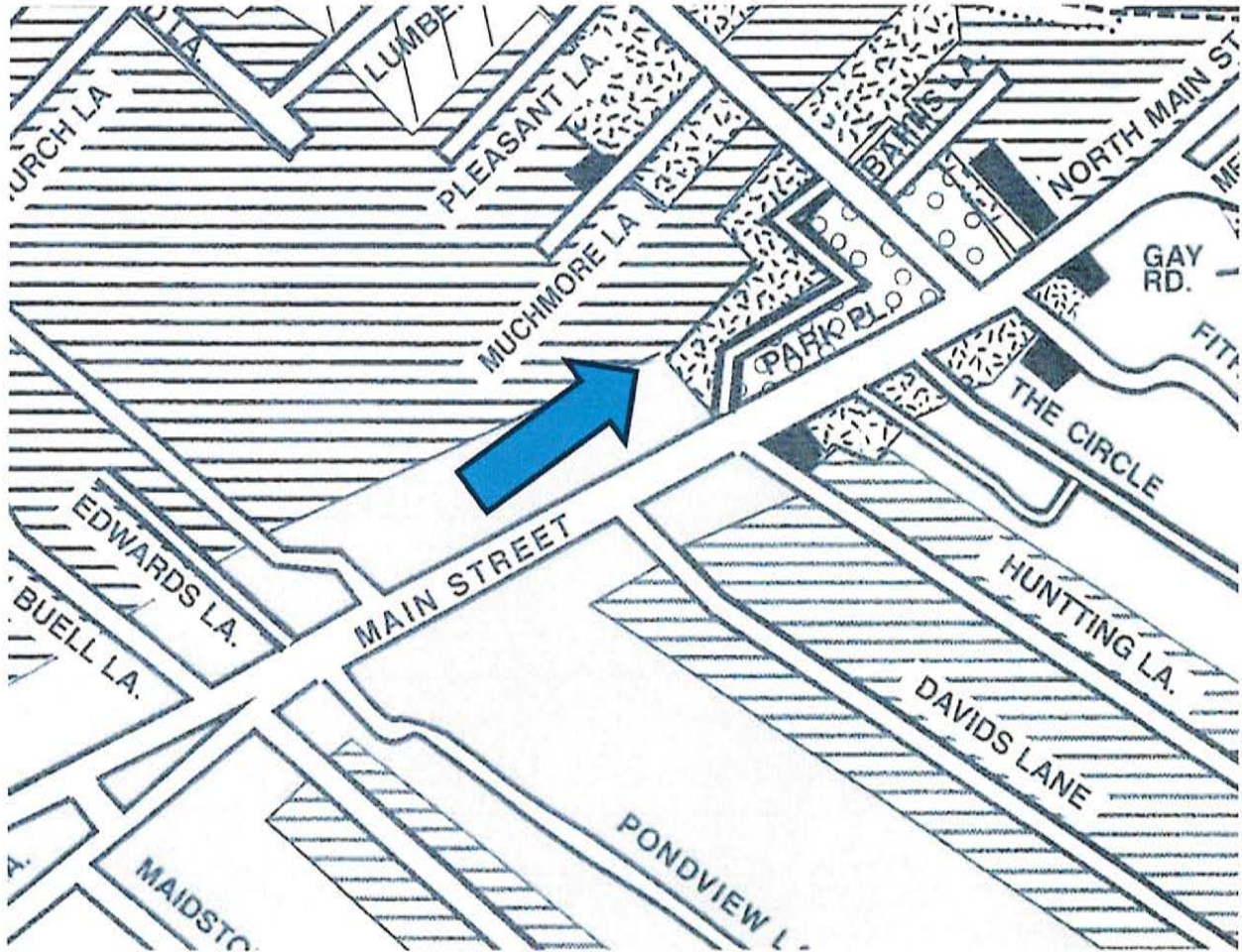
A handwritten signature in black ink, appearing to read 'L. Indimine', with a long horizontal flourish extending to the right.

Lawrence M. Indimine, MAI
N.Y.S. Certified General
Real Estate Appraiser #46-21925

AERIAL OF SUBJECT



ZONING MAP



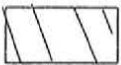
LEGEND



COMMERCIAL



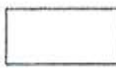
CORE COMMERCIAL



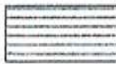
MANUFACTURING



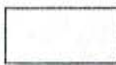
LIMITED OFFICE DISTRICT



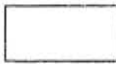
RESIDENTIAL R-20



RESIDENTIAL R-40



RESIDENTIAL R-80



RESIDENTIAL R-160

QUALIFICATIONS OF THE APPRAISER

LAWRENCE M. INDIMINE, MAI

18 BAILEY LANE

MANORVILLE, NY 11949

(631) 979-2735

STATE CERTIFICATION:

Lawrence M. Indimine has been certified as a General Real Estate Appraiser by the State of New York, Certificate #46-000021925.

PROFESSIONAL AFFILIATIONS:

Designated Member of the Appraisal Institute – MAI Designation.

EDUCATION:

- Master of Business Administration (M.B.A.) degree in Banking and Finance with a concentration in Real Estate from Hofstra University.
- Bachelor of Arts (B.A.) degree in Economics from S.U.N.Y. @ Stony Brook.
- Successfully completed R-1, R-2, G-1, G-2, G-3 and the Ethics and Standards of Professional Appraisal Practice courses.
- Successfully completed numerous Appraisal Institute courses including Advanced Income Capitalization (Course 510), Highest and Best Use and Market Analysis (Course 520), Advanced Sales Comparison and Cost Approaches (Course 530), Report Writing and Valuation Analysis (Course 540) and Advanced Applications (Course 550).
- Attended numerous seminars and lectures on real estate appraising.
- Attended a class required to complete appraisals for federal transactions (Yellow Book).
- Successfully completed the Valuation of Conservation Easement Certificate Program.
- Successfully passed the Appraisal Institute's General Comprehensive Examination.

QUALIFICATIONS OF THE APPRAISER (CONTINUED)

LAWRENCE M. INDIMINE, MAI

EXPERIENCE:

Lawrence M. Indimine has been actively involved in the appraisal of real property since 1991. He has prepared appraisal reports for such agencies as the Federal Government, State of New York (various agencies including Department of Transportation and Department of Environmental Conservation), County of Suffolk (various agencies including Department of Planning Division of Real Estate), County of Nassau (County Attorney and Assessment Review Commission), Peconic Land Trust, The Nature Conservancy, Town of Smithtown, Town of Southampton, Town of East Hampton, Town of Riverhead, Town of Shelter Island, Town of Southold, Town of Islip, as well as other municipalities, various attorneys, individuals and lending institutions. He has been tested and qualified as a fee appraiser by the State of New York. He has appraised commercial, industrial and residential properties in Suffolk and Nassau Counties and the City of New York. Extensive experience in appraising single-family and multi-family dwellings. Has testified as an expert in real estate in various courts and municipalities. Mr. Indimine has extensive experience preparing tax certiorari appraisals and is on the approved appraiser list of the County of Suffolk, County of Nassau and numerous other municipal agencies.

Mr. Indimine has completed in excess of 1,000 appraisals for condemnation in Suffolk County, Nassau County and the City of New York. He has testified as an expert in various courts for the State of New York (including the Court of Claims), the County of Suffolk and the County of Nassau.

Mr. Indimine has previously prepared appraisals for properties located at Republic Airport in Farmingdale, MacArthur Airport in Islip Township, Francis S. Gabreski Airport in Westhampton Beach, East Hampton Airport in East Hampton Township and Montauk Airport in Montauk.

RECENT ASSIGNMENTS:

Completed a Mass Appraisal for the Town of Southampton for the Critical Wildlands Sending Area, completed a study in order to determine a temporary equalization rate for the Riverhead School District in the Town of Southampton, prepared a Development Credit Valuation for the Town of Southampton and tax certiorari appraisals in various locales in Suffolk County and Nassau County. He has completed numerous condemnation projects for the State of New York and County of Suffolk. He has prepared numerous valuation/consulting studies including the impact of transmission lines on property values.



RESOLUTION # 93 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Environmental, Planning, and Engineering Consultants
440 Park Avenue South
7th Floor
New York, NY 10016
tel: 212 696-0670
fax: 929 284-1085
www.akrf.com

October 24, 2023

Billy Hajek
Incorporated Village of East Hampton
88 Newtown Lane
East Hampton, New York 11937
P: 631-527-5493
E: bhajek@easthamptonvillage.org

**Re: Residential Pickleball Court Conversion Noise Study Proposal
Village of East Hampton (East Hampton, New York)**

Dear Mr. Hajek:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this acoustical consulting services proposal to the Incorporated Village of East Hampton (the "Client") in connection with the conversion of residential tennis courts for pickleball use. It is AKRF's understanding that the Village would like to study the potential noise effects of conversion for pickleball by evaluating the difference in noise generation between the two sports and comparing the results to a range of ambient noise levels present in the Village. Based on this understanding, AKRF proposes the scope of work and associated cost outlined below.

SCOPE OF WORK

- In coordination with Client, develop testing plan with coordination details and circulate for review/comment/approval;
- Coordinate ambient noise survey with Client, including selection of noise receptors and determination of noise survey timing;
- Conduct ambient noise survey, including spot-check measurement of ambient noise levels at up to five (5) locations during two (2) times of day;
- Arrange "staged" games of tennis and pickleball to occur on a public court in the Village;

Note: it is assumed that the Village can provide the use of a public tennis court on-which AKRF will arrange for both tennis and pickleball to occur. AKRF will provide the equipment and players for the games. The games would ideally occur during early morning hours when other noise sources (e.g., vehicular traffic) are at a minimum.

- Conduct on-site sound level measurements of each sport using a Class 1 calibrated sound level meter, including A-weighted and 1/3-octave band levels;
- Download noise survey data, field notes, and photos;

- Based on a review of measured noise level data, audio recordings, field notes, and photographs, evaluate pickleball noise in comparison to ambient noise levels and tennis-generated noise levels;
- Compare pickleball noise to applicable local and State noise ordinances and impact criteria;
- Provide a written report describing the results of the study, including schematic intent recommendations for noise mitigation measures as appropriate; and
- Present the report findings and recommendations to the Village Board of Trustees at an in-person meeting.

FEE SCHEDULE

All services will be provided pursuant to our Standard Terms & Conditions, **Appendix A**. The cost for the acoustical consulting work specified above is outlined below in **Table 1** and assumes that after the start of substantive work, no change to the proposed project or acoustical consulting scope of services that requires revisions to our analyses will occur. Any revisions as a result of changes to the proposed project or any requested work not included in the scope of work listed above would be addressed via Additional Services. Additional services could include:

- Acoustic renderings at AKRF’s state-of-the-art sound simulation room, the PinDrop
- Consultation on Village noise ordinance
- Acoustical consulting support for noise mitigation design, vendor coordination, and construction administration (e.g., submittals, shop drawings, inspections, etc.)

Table 1
Cost for Acoustical Consulting Services

Service	Assumptions/Notes/Exclusions	Cost	Estimated Expenses
Acoustical Consulting Services	<ul style="list-style-type: none"> • Ambient noise measurements at up to five (5) locations during two (2) time periods • AKRF will be provided with use of a public tennis court in the Village to conduct noise measurements of tennis and pickleball • One (1) written report summarizing the survey results • Findings and recommendations presented at an in-person meeting of Village Board of Trustees 	\$19,100	\$750

The payment schedule for the acoustical consulting services outlined above would be monthly invoices based on percentage complete. If this proposal is acceptable, please sign in the appropriate signature space below and return one executed copy as authorization to proceed. If you have any questions, please do not hesitate to contact me at dabatemarco@akrf.com or 646-988-9708.

Sincerely,
AKRF, Inc.



Daniel Abatemarco
SVP – Acoustics, Noise & Vibration

ACKNOWLEDGED AND ACCEPTED:

Signature: _____ **Title:** _____
For: _____ **Date:** _____

APPENDIX A
STANDARD TERMS AND CONDITIONS

1. **Services.**

- a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Work and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.
- b. The Services are limited to those tasks specified in the Scope of Work. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Work and/or Services described in the Scope of Work (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.
- c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.
- d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. **Compensation, Invoicing and Payment.**

- a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Work. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.
- b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

- a. The Consultant shall use reasonable commercial efforts to render the Services, any Additional Work and all other obligations under this Agreement in accordance with (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity. Client or any other person or entity and any such obligation is hereby fully and expressly disclaimed.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.
- c. The Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.
- d. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

- a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Work, Services or Additional Work provided by Consultant in Deliverables.
- c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim. Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

- d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.
- e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or \$100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Work.

8. Termination.

- a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.
- b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is

suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.

- c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.
- d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.

Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.

Each party agrees that during the term of this Agreement and for one year thereafter it will not solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby.

11. Assignment.

Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.

If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

- a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.
- b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.
- c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.

The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Entire Agreement.

This Agreement, including any Scope of Work, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

20. Counterparts.

This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original.

APPENDIX B

AKRF Hourly Rate Schedule	
Employee Category	Hourly Rate
Senior Officer	\$330
Officer	\$310
Senior Technical Director	\$300
Technical Director	\$290
Senior Professional	\$250
Professional II	\$195
Professional I	\$185
Technical II	\$175
Technical I	\$150

Notes:
Out of pocket expenses will be billed at 1.10 times actual cost.
These rates are effective through December 31, 2024.

**Inc. Village of
East Hampton DPW**

Memorandum

To: Marcos Baladron

From: David Collins

Date: 10/22/23

Re: Accept quote

RESOLUTION #94 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of Trustees accept the \$12,935.00 quote from Suffolk County Brake Service for one Buyers 16Wp09C1T1F14M1 Snowplow.

I have attached the second quote from TRIUS Inc. for comparison.

Plow is to be installed on truck 106 by the Central Garage team.



Date: 8/31/2023

Company: SUFFOLK COUNTY BRAKE SERVICE

Name: Nicole

Please indicate if quoting a "shop-it" motor

Address 862 LINCOLN AVE

City, State Zip BOHEMIA, NY 11716

Comments:

CUSTOMER PRICE QUOTATION

All Pricing in US\$

Customer Account <small>(Use in Auto orders if "shop-it")</small>	Quote Number
VILLAGE OF EAST HAMPTON	20230831_751875BS

Phone: _____

Fax: _____

Email: _____

Buyers Products Appreciates This Opportunity For Your Business

Part #	Description	Quantity	Notes	Quote Price	Lead Time
16WP09C1T1P14M1	FLOW/WING SRLCS, NT, 14in FH, MID MOUNT, TAPERED WFLARE, SPRING BRACE	1		\$12,935.00 ^{ea}	

Terms: _____

Freight: _____

Sales Rep: _____

Cell Phone: _____

Approved: _____

Email: _____

Inc. Village of
East Hampton DPW

Memorandum

To: Marcos Baladron

From: David Collins

Date: 11/6/2023

Re: Paving Agreement

RESOLUTION # 95 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of trustees enter into the attached paving agreement in the amount of \$101,329.00 with Suffolk County Water Authority for the remaining portion of Cross Highway.

The agreement is based on our contractors' estimate.

AGREEMENT

This Agreement made this ____ day of _____, 2023 is by and between Suffolk County Water Authority, with offices at P.O. Box 38, 4060 Sunrise Highway, Oakdale, New York, 11769 ("SCWA"), and the Village of East Hampton, with offices at 172 Accabonac Rd, East Hampton, New York, 11702 ("East Hampton"), taken together the "Parties."

Whereas, SCWA installed water mains on Cross Highway in East Hampton and East Hampton has offered to restore (the "Restoration") and pave the areas disturbed by SCWA while installing the said mains ("the Restoration Area"), all as shown on Exhibit A.

Now, therefore, in consideration of the premises, the Parties mutually agree as follows:

1. Within thirty days following the full execution of this Agreement, SCWA shall pay to East Hampton the sum of \$101,329.00 (the "Funds").

2. Upon receipt of the Funds, East Hampton shall, at its own cost and expense, maintain and repair the Restoration Area to keep it in the condition required under the Highway Law of the State of New York, and free of defects, traps and/or hazards and SCWA's obligation to maintain and repair the Restoration Area shall cease. East Hampton shall, at all times subsequent to its receipt of the Funds, maintain the Restoration Area in the condition required under the Highway Law of the State of New York, and free of defects, traps, and hazards or any combination of the same.

3. East Hampton agrees that the Funds shall be used solely for the Restoration.

4. East Hampton shall perform the Restoration in accordance with state and municipal specifications. East Hampton shall ensure compliance with the applicable prevailing wage requirements for the workers performing the Restoration.

5. East Hampton shall defend, indemnify and save harmless, to the extent permitted by law, SCWA, its members, officers, agents, servants, and employees, against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which SCWA or any of its members, officers, agents, servants, and employees or any combination of the same may be subjected by reason of injury to any person or property directly caused by the negligence, misconduct or omission of East Hampton or its agents, employees, servants or subcontractor(s) in performing or failing to perform the Restoration or for failing to maintain the Restoration Area in the condition required under the Highway Law of the State of New York, and free of defects, traps, and hazards or any combination of the same and East Hampton understands and agrees that it shall defend, indemnify and save harmless, to the extent permitted by law and not caused by SCWA, its members, officers, agents, servants, and employees or any combination of the same, from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer engaged by East Hampton who has performed work or furnished materials on East Hampton's behalf, in the performance of the Restoration.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and effective as of the date first above written.

Suffolk County Water Authority


By: _____
Jeffrey W. Szabo, CEO

Village of East Hampton

By: _____
Print Name: _____
Resolution #: _____

Memorandum

To: Marcos Baladron

From: David Collins 

Date: 11/6/23

Re: Accept quote

RESOLUTION # 96 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of Trustees accept the \$14,936.00 South Fork Asphalt quote for drainage installation at 15 Hither Ln.

The quote is based on the Southampton Town drainage contract (East of Canal) and funded by budget line A512042 Storm Water Management.

I anticipate runoff issues with new construction in the area, this installation will be a preemptive solution.



Proposal

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

Sales: Perry DeLalio
15 Hither Lane
 Various Locations East Hampton, New York 11937

Est ID: EST4251893
Date: Oct-30-2023

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

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

***As per Town of Southampton Drainage Contract, East of the Canal.**

15 Hither Lane				\$14,936.00	
1 Each	Item 602S-103: Leach Basin 10' dia 3 ring (EA)	Item 602S-103: Leach Basin 10' dia 3 ring (EA)	\$8,200.00	\$8200.00	
1 Each	Item 625-A4S: Catch Basin (2--6x4-0x2-6) (EA)	Item 625-A4S: Catch Basin (2--6x4-0x2-6) (EA)	\$3,500.00	\$3500.00	
80 CY	Item 702: Unclass Excavation. (CY)	Item 702: Unclass Excavation. (CY)	\$20.00	\$1600.00	
40 CY	Item 710: Select Fill (CY)	Item 710: Select Fill (CY)	\$25.00	\$1000.00	
8 SY	Item 740: Pave Repair. (SY)	Item 740: Pave Repair. (SY)	\$34.50	\$276.00	
45 SY	Item 742: Topsoil and Seed (SY)	Item 742: Topsoil and Seed (SY)	\$8.00	\$360.00	
			Subtotal	\$14,936.00	
			Taxes	\$0.00	
			Estimate Total	\$14,936.00	

Contract Payment Summary

PO # _____ **Contract #** _____

South Fork Asphalt
 224 North Main Street
 Southampton, New York
 11968

P.6312830037

www.southforkasphalt.com
 general@southforkasphalt.com
 Est ID: 4251893
 page 1 of 3

Memorandum

To: Marcos Baladron

From: David Collins 

Date: 11/6/23

Re: Accept quote

RESOLUTION # 97 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

I respectfully request the Board of Trustees accept the \$22,496.95 South Fork Asphalt quote for permanent pavement patches at the Emergency Services Building Parking lot and Main Beach Pavilion.

The quote is based on the East Hampton Town Highway contract and funded by budget line A511042 Road Materials.



Proposal

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

Sales: Perry DeLalio
Patching
Various Locations East Hampton, NY 11937

Est ID: EST4251920
Date: Oct-30-2023

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

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

Fire House				\$16,546.95
2781 Sq Ft.	Asphalt	Full depth patch.	\$5.95	\$16546.95
Main Beach				\$5,950.00
1000 Sq Ft	Asphalt	Full depth patch.	\$5.95	\$5950.00
			Subtotal	\$22,496.95
			Taxes	\$0.00
			Estimate Total	\$22,496.95

Contract Payment Summary

PO # _____ **Contract #** _____

South Fork Asphalt
224 North Main Street
Southampton, New York
11968

P.6312830037

www.southforkasphalt.com
general@southforkasphalt.com
Est ID: 4251920
page 1 of 3



RESOLUTION # 98 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

VILLAGE OF EAST HAMPTON

Office of the

FIRE & EMS ADMINISTRATOR

To: Marcos Baladron

From: G. Turza Jr. 

Date: 11/08/2023

Re: Firefighter Cancer Coverage Renewal

I respectfully request that the Board of Trustees renew the Enhanced NYS Volunteer Firefighter Cancer Benefit Plan, as attached. This enhanced plan (Option 2), provides a level of coverage for our dedicated volunteer firefighters that exceeds the minimum requirements of NYS GML 205-CC. I thank you for your consideration and support.



New York State Volunteer Firefighter Cancer Benefit Program Proposal for Coverage

Effective Date: 01/01/2024

Anniversary Date: January 1

Fire Entity Name: Village of East Hampton

Insurer: Hartford Life and Accident Insurance Company

Current Plan Selection: Enhanced Plan

The NYS Volunteer Cancer Benefit Program offers two plans. One plan offers coverage for specific severe and less severe cancers listed in GML 205-CC. The second plan offers coverage for all types of severe and less severe forms of cancer.

There are two coverage components for both plans required by GML 205 - CC:

1. Lump Sum Cancer Benefit and Death Benefit
2. Long-Term Disability

Estimated annual premiums are based on the Eligible Firefighter roster data provided by the fire entity or municipality.

Option1: Basic Plan

Component 1 Lump Sum Cancer Benefit and Death Benefit	
Annual Rate per firefighter:	\$112.01
Maximum Benefit per diagnosis:	\$6,250 (less severe forms of cancer)
	\$25,000 (severe forms of cancer)
Death Benefit per firefighter:	\$50,000

Component 2 Long-Term Disability	
Annual Rate per firefighter:	\$35.06
Monthly Benefit per firefighter:	\$1,500

Option1: Estimated Annual Premium for Firefighters:	\$17948.46
-----------------------------------------------------	------------

Option2: Enhanced Plan

Component 1 Lump Sum Cancer Benefit and Death Benefit	
Annual Rate per firefighter:	\$146.89
Maximum Benefit per diagnosis:	\$6,250 (less severe forms of cancer)
	\$25,000 (severe forms of cancer)
Death Benefit per firefighter:	\$50,000

Component 2 Long-Term Disability	
Annual Rate per firefighter:	\$40.82
Monthly Benefit per firefighter:	\$1,500

Option2: Estimated Annual Premium for Firefighters:	\$23006.38
-----------------------------------------------------	------------

This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Effective Date: 01/01/2024

Anniversary Date: January 1

Fire Entity Name: Village of East Hampton

Insurer: Hartford Life and Accident Insurance Company

Current Plan Selection: Enhanced Plan

Plan Selection

Basic Plan - offers coverage for specific severe and less severe cancers listed in GML 205-CC

Enhanced Plan - offers coverage for all types of severe and less severe forms of cancer

Signature

Date

Print Name

Title

Please indicate the plan selection for the 01/01/2024-01/01/2025 plan year and return this completed form to FFCP@aisadmin.com



EAST HAMPTON VILLAGE POLICE DEPARTMENT

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



RESOLUTION # 99 - 2023

NOV 17 2023

SUBJECT: **Surplus Property – Police**
DATE: October 26, 2023
FROM: Captain Jeffrey Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A handwritten signature in black ink, likely of a member of the Village Board of Trustees, written over the official stamp.

I would like the following items declared surplus property as they are outdated and cannot be repaired. The items are being traded in towards the purchase of nine (9) new AED Units.

Eight (8) Life-Pak 500 AEDs
EHV ID # 919 / 921 / 922 / 923 / 990 / 1230 / 1231 / 1232

cc: Mayor Jerry Larsen

Memorandum

To: Marcos Baladron

From: David Collins

Date: 11/15/23

Re: Promotion

RESOLUTION #100 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

I respectfully request the promotion of Darrin Downs to Labor Crew Leader step 1 of 4 effective date 12/1/23 at the rate of \$84,111.00 annually .

The development of future leadership is essential to the success of the department continuing to serve the community at the level we do.



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Overnight Training
DATE: November 13, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Jerry Larsen, Mayor
Marcos Baladron, Village Administrator

[Signature]
RESOLUTION # 101 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

I respectfully request the Board approve the following training:

Enrollment for two (2) police officers to attend the DCJS Supervisory Liability Training Course, which is being held December 20, 2023 at the Mohawk Valley Police Academy in Utica, New York. There is no cost to attend the training and lodging is \$428.00 (two nights at \$107.00 per room for the stay), plus the cost of reasonable meals and travel expenses. These expenses are within my Training Budget (Account # A312046).



NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

HW_Panasonic FZ-55 q10 Quote #ITS057834NY v1

Prepared by: Ronkonkoma Office Shawn Krulder 980 S 2nd Street Ronkonkoma, NY 11779 P: 631-447-2442 x251 E: skrulder@itsg.us.com	Bill to: East Hampton Village Police Department Richard Sperber 1 Cedar Street East Hampton, NY 11937 P: (631) 324-0777 E: sperber@easthamptonvillageny.gov	Ship to: East Hampton Village Police Department Richard Sperber 1 Cedar Street East Hampton, NY 11937 P: (631) 324-0777 E: sperber@easthamptonvillageny.gov	Date Issued: 10.30.2023 Expires: 11.28.2023 Contract #:
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------

Panasonic FZ-55		Price	Qty	Ext. Price
OGS NYS Contract PM68162-Group 73600 Award 22802				
FZ-55FZ-4TKM	FZ-55 PUBLIC SECTOR SPECIFIC INTEL CORE I7-16GB 512 PANASONIC:Public Sector Specific, Win10 Pro (Win11 DG), Intel Core i7-1185G7 vPro (up to 4.8GHz), AMT, 14.0 FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam	\$3,245.00	10	\$32,450.00
FZ-VBR551M	BARCODE XPAK FOR FZ-55	\$572.00	10	\$5,720.00
FZ-SVCTPNF5Y	5YR Warranty	\$585.00	10	\$5,850.00
Subtotal:				\$44,020.00

ITS Shipping		Price	Qty	Ext. Price
Shipping	Shipping	\$0.00	1	\$0.00
Subtotal:				\$0.00

Quote Summary	Amount
Panasonic FZ-55	\$44,020.00
Total:	\$44,020.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.

A 3% PROCESSING FEE WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD.

Acceptance	
Ronkonkoma Office _____ Signature / Name 10/30/2023 _____ Date	East Hampton Village Police Department _____ Signature / Name Initials _____ Date



NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

MOB_HW_Cradlepoint R1900 Q9_Panorama Antenna_q9

Quote #ITS057823NY
v1

Prepared by: Ronkonkoma Office	Bill to: East Hampton Village Police Department	Ship to: East Hampton Village Police Department	Date Issued: 10.30.2023
Shawn Krulder 980 S 2nd Street Ronkonkoma, NY 11779	Richard Sperber 1 Cedar Street East Hampton, NY 11937	Richard Sperber 1 Cedar Street East Hampton, NY 11937	Expires: 11.28.2023
P: 631-447-2442 x251 E: skrulder@itsg.us.com	P: (631) 324-0777 E: sperber@easthamptonvillageny.gov	P: (631) 324-0777 E: sperber@easthamptonvillageny.gov	Contract #:

Products	Price	Qty	Ext. Price
OGS NYS Contract PT68719			
MBA1-19005GB-GA 1-YR NETCLOUD MOBILE PERFORMANCE ESSENTIALS PLAN, ADVANCED PLAN, AND R1900 ROUTE	\$1,860.00	9	\$16,740.00
GP-IN2679-WT PANORAMA - 8-IN-1 SHKFIN KIT - GPSD4-6-60-T + FITTED C29/C32 5m CABLES - WHT	\$487.00	9	\$4,383.00
SAB-324-2 (GPSD4 ADD ON RIB ADAPTER KIT)	\$33.00	9	\$297.00
Subtotal:			\$21,420.00

Installation	Price	Qty	Ext. Price
Mobile-Modem-Install Modem Installation - Onsite	\$300.00	9	\$2,700.00
Subtotal:			\$2,700.00

Statement of Work

Customer will purchase 9 Cradlepoint R1900's. Island Tech Services will contact the chosen wireless carrier on behalf of the customer, do basic configuration of the device, and install into a vehicle the customer designates.

Netcloud Essentials + Advanced will need to be renewed at the end of the first year

ITS Shipping	Price	Qty	Ext. Price
Shipping Shipping	\$0.00	1	\$0.00
Subtotal:			\$0.00

Quote Summary	Amount
Products	\$21,420.00
Installation	\$2,700.00
Total:	\$24,120.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.

A 3% PROCESSING FEE WILL BE ADDED TO ALL INVOICES PAID BY CREDIT CARD.



Technology Mobility Vehicle

Acceptance

Ronkonkoma Office

East Hampton Village Police Department

Shawn Krulder

Signature / Name

10/30/2023

Date

Signature / Name

Initials

Date



Quote	QUO-03126-P2P8Y3
Date	11/8/2023
Page	1

14001 Marshall Drive
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

RESOLUTION # 104 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
 BOARD OF TRUSTEES

Customer:

East Hampton Village Police Department
 Richard Sperber
 1 Cedar Street
 East Hampton, NY 11937

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DAI003988	CM2-JA	FEDERAL EXPRESS	Subscription	Justin Appleberry	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
10		EVO-HD W/ Mic Annual Subscription Plan. 180 Day Retention	\$1962.00	\$0.00		\$19,620.00
1		100 GB Cloud Drive Block	\$69.00	\$0.00		\$69.00
1		Pro Service, Turn Key Setup	\$3500.00	\$0.00		\$3,500.00
7		Installation Charge	\$549.00	\$0.00		\$3,843.00
2		InterVU Room System (per year)	\$1704.00	\$255.60	\$511.20	\$2,896.80
1		Intervu Room Interface Software	\$1295.00	\$194.25	\$194.25	\$1,100.75
2		Activation Fee	\$30.00	\$0.00		\$60.00
1		POE Device	\$375.00	\$56.25	\$56.25	\$318.75

Notes:

Discount Applied to Subscription Plan

Annual Subscription Breakdown:

1st Year =\$31,868.30
 2nd Year =\$22,585.80
 3rd Year =\$22,585.80
 4th Year =\$22,585.80
 5th Year =\$22,585.80

5-Year Total =\$122,211.50

Total Discount	\$761.70
Subtotal	\$31,408.30
Misc	
Tax	\$0.00
Freight	\$460.00
Total	\$31,868.30

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.



Quote	QUO-03126-P2P8Y3
Date	11/8/2023
Page	2

Subscription (3, 5 or 8 Year) Plan Includes:

- **Advance Exchange Equipment Program on All Hardware (Batteries Included) With Subscription**
- All Inclusive Plans – No Hidden Costs
- Warranty for Life of Subscription
- Support for Life of Products

EVO In-Car Features & Options:

- **Built-In Patented VuLink Auto-Activation**
- Tablet Interface Sold Separately (EVO Only)
- Near Real-Time Mapping & Geofencing
- Dispatch Activation
- Remote Firmware Updates & Diagnostics

Complete Evidence Management Solution (EVO Web):

- **Access to Share/Prosecution Portal & Redaction Software**
- Event Tagging, Notations, Playback Review, & Reporting
- Security Groups & Granular Permission Controls
- Case Management & GPS Mapping
- Multi-Angle Playback

Body Camera Features & Options:

- **S.O.S – Officer Down with Remote Activation (FVPRO Only)**
- Built-In Patented VuLink Auto-Activation. Vulink Hardware Sold Separately
- Near Real-Time Mapping & Geofencing
- Docking Stations: 8 & 24-Bay Docking Station with Interactive Touchscreen
- Unlimited Body Camera Messaging Alert Notifications (FVPRO ONLY)

InterVu Room Features:

- **Advance Exchange Equipment Program on All Hardware with Subscription**
- Full EVO Web Functionality
- 90-Day Warranty on Installation Services
- All Cloud Licenses on Unlimited Retention/Storage Plan

Deployment & Activation Includes:

- Dedicated Project Manager
- Product Setup & Configuration
- Remote Deployment
- System Administrator & Officer Training Session
- Best Practices & Implementation Planning Session

Optional Products & Services:

- Turnkey Services: Includes Remote or Onsite Training and Activation
- Additional Storage Purchased in Blocks of 100GB.
- Accessories Sold Separately
- Vulink Auto-Activation. Hardware Only.

If applicable, taxes and freight are due upon signing.
3% Additional Fee to be Charged Upon Purchasing with Credit Card
Contact Your Local Representative for Additional Information and Pricing



RESOLUTION # 105- 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Dept. of Emergency Medical Service

Office of the
EMS Chief

TO: East Hampton Village Board
FROM: Chief Mary Mott
RE: Teresa Bertha Termination from the EMS Department
DATE: November 16, 2023

Please take note that EMT Teresa Bertha was terminated from the East Hampton Village Emergency Medical Service on November 13, 2023.

Thank you,

Mary Mott

Chief, EHV EMS



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



RESOLUTION # 106 . 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

SUBJECT: **Part-Time EMT-B Employment**
DATE: November 15, 2023
FROM: Captain Jeffrey Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

I respectfully request that the Village Board hire the following individual as an Hourly employee with the Village's EMT-B Program retroactively as of October 31, 2023, pending completion of her background check.

<u>EMT-B</u>	<u>Hourly Rate</u>	<u>Start Date (Retroactive)</u>
Tyanna Middleton	\$ 28.00	10/31/2023

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll




**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Part-Time EMT-B Employment

DATE: November 13, 2023

FROM: Captain Jeffrey Erickson, Acting Chief of Police 

TO: Marcos Baladron, Village Administrator

I respectfully request that the Village Board hire the following individuals as Hourly employees with the Village's EMT-B Program, effective immediately, pending completion of their background checks.

<u>EMT-B</u>	<u>Hourly Rate</u>
David P. Mangiameli	\$ 28.00
Julissa B. Vega	\$ 28.00

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



RESOLUTION # 107 - 2023

NOV 17 2023

SUBJECT: **Paramedic – EMT-B Employment**
DATE: November 3, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

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

Effective this date, the following individual has resigned from her position as a Per Diem EMT-B employee with the Village of East Hampton. The last day she worked for the Village was October 28, 2023.

Kathleen Lynch – Per Diem EMT-B

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



RESOLUTION # 108 - 2023

NOV 17 2023

SUBJECT: **Paramedic – EMT-B Employment**
DATE: November 13, 2023
FROM: Captain Jeffrey J. Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Effective this date, the following individual has been terminated from the current roster of Per Diem EMT-B employees with the Village of East Hampton. The last day she worked for the Village was April 30, 2023.

Samantha Hutcheon – Per Diem EMT-B

cc: Mayor Gerard Larsen
Susan Steckowski, Payroll



RESOLUTION # 109 - 2023

NOV 17 2023

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Dept. of Emergency Medical Service

Office of the
EMS Chief

TO: East Hampton Village Board
FROM: Chief Mary Mott
RE: New Members
DATE: November 7, 2023

The following people have been approved as new members of the East Hampton Village EMS on November 1, 2023.

Pamela Sandoval- Driver/Attendant

Joseph O Connell- Driver/Attendant

Charlie Barter - Driver/Attendant

Thank you,

Mary Mott

Chief, EHV EMS