

VILLAGE OF EAST HAMPTON BOARD OF TRUSTEES
***LTV Studios, 75 Industrial Road, Wainscott, NY 11975**
Friday, January 19, 2024, 11:00 A.M.
* Please note location change
(Revised 01.18.24)

AGENDA

PLEDGE OF ALLEGIANCE:

MAYOR'S ANNOUNCEMENTS:

ROLL CALL:

PRESENTATIONS: Hugh King
Satty, Levine & Ciacco, CPA's, PC / Audit Presentation

PUBLIC HEARING: Surfrider / Single Use Plastics Legislation "Skip the Stuff"
Ten (10) year Franchise Renewal Agreement between the Village of East Hampton
between the Village of East Hampton and Altice USA.

PUBLIC COMMENT:

MOTIONS/RESOLUTIONS:

Resolution #164-2024; Approve claim vouchers for the month of December.

Resolution #165-2024; Approve Warrants as listed:

#29	12/28/2023	GUARANTEES-DEC'23
#30	12/28/2023	GEN FUND #2-DEC'23
#31	12/28/2023	LOSAP-DEC'23
#32	01/19/2024	GEN FUND #1-JAN'24
#33	01/19/2024	GEN FUND-WARRANT-JAN'24
#34	01/19/2024	CAPITAL FUND-JAN'24

Resolution #166-2024; Approve Budget Transfer Schedule #4, Reference #4, dated January 2024.

Resolution #167-2024; Approve departmental reports.

Resolution #168-2024; Approval concerning erroneous real estate taxes paid and refund in the amount of \$277.57 due to John A. & Marceil Kazickas to representatives Heller & Consultants Tax Grievance (re: SCTM# 301-01-04-00005).

Resolution #169-2024; Approval concerning erroneous real estate taxes paid and refund in the amount of \$2,787.54 due to Randolph W. Slifka to representatives Bonac Tax Reduction Service. (SCTM# 301-01-04-00005)

Resolution #170-2024; Approve one day Non-Resident Beach Parking Permit sale for \$500 for Town of East Hampton residents at 1 Cedar Street on Tuesday, January 23, 2024

- Resolution #171-2024;** Approve \$750.00 fee for Non-Resident Beach Parking Permits, as per section 267-5.C. for the 2024 season, with an effective date of February 1, 2024.
- Resolution #172-2024;** Approve the Agreement between the Village of East Hampton and Three Acres Farm, LLC to extinguish the scenic easement over property located at 105 Main Street.
- Resolution #173-2024;** Approve the proposal from LKMA L.K. McLean Associates, PE in the amount of \$12,800 for a traffic analysis for LaForest Lane.
- Resolution #174-2024;** Approve Bistran Materials as the sole response as emergency snow contractor (*per Dec. 15th, 2023 memo from D. Collins*)
- Resolution #175-2024;** Approve Atlantic Salt as the Village bulk salt provider under NYS Contract # PC70130 (*per Dec. 15th, 2023 memo from D. Collins*)
- Resolution #176-2024;** Approve ADP's processing fees to be paid semi-monthly.
- Resolution #177-2024;** Approve rejection of all bids received for fence replacement at Millstone Park located at 61 Main Street SCTM #301-3-6-24.2 with respect to the bid opening held on January 9th, 2024 at Village Hall.
- Resolution #178-2024;** Notice to Bidders for fence replacement at Millstone Park located at 61 Main Street SCTM #301-3-6-24.2 with the bid specs available on January 19, 2024 and the bid opening to be held February 6th, 2024 at 2:00 pm at Village Hall.
- Resolution #179-2024;** Notice to Bidders for the lease of Sea Spray Cottage #14 with the bid specs available on January 19, 2024 and the bid opening to be held February 6th, 2024 at 2:00 pm at Village Hall.
- Resolution #180-2024;** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #14-2023, a proposed local law amending Ch. 278-2 B. (Residential Zoning Districts) and 278-2 D. (Commercial and Core Commercial Zoning Districts).
- Resolution #181-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #1-2024, a proposed local law amending Ch. 18. Code of Ethics; §18-2 Definitions (Municipal Officer or Employee)
- Resolution #182-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #2-2024, a proposed local law amending Ch. 77. Beaches; Article I. Beach Regulations; §77-4 (Prohibited conduct), §77-5 (Vehicles on the beach), §77-6 (Operating a vehicle while under the influence), §77-12 (Temporary closure), §77-14 (Locker permits).
- Resolution #183-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. At LTV Studios, 75 Industrial Road, Wainscott, for Introductory #3-2024, a proposed local law amending Ch. 267. Vehicles and Traffic; Article I. General Regulations; §267-5 (Beach parking), §267-7 (Parking time limited in designated locations).

- Resolution #184-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #4-2024, a proposed local law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks).
- Resolution #185-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #5-2024, a proposed local law amending Ch. 163. Freshwater Wetlands.
- Resolution #186-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #6-2024, a proposed local law amending Ch. 225. Property Maintenance and Nuisance Abatement; §225-2 (Exterior maintenance).
- Resolution #187-2023** Notice for public hearing to be held on February 16th, 2024 at 11:00 a.m. 2023 at LTV Studios, 75 Industrial Road, Wainscott, for Introductory #7-2024, a proposed local law amending Ch. 267, the designation of LaForest Lane as a one-way street – south.
- Resolution #188-2024;** Approve appoint of Linda Beyer as Registrar of Vital Statistics: annual salary of \$1,000, and Gabrielle McKay as Deputy Registrar of Vital Statistics: annual salary of \$600, effective February 1, 2024.
- Resolution #189-2023;** Approve the retroactive payout of \$88,102 on December 15, 2023 to Chief Michael Tracey as per separation Agreement and approve transfer of funds from EBLR (Employee Benefit Leave Reserve Fund) (*per Jan. 12th, 2024 memo from Acting Chief J. Erickson*).
- Resolution #190-2023;** Approve the \$236,616.80 payout to Chief Michael Tracey as per separation Agreement to be paid on February 15th, 2024 from EBLR (Employee Benefit Leave Reserve Fund) (*per Jan. 12th, 2024 memo from Acting Chief J. Erickson*).
- Resolution #191-2024;** Approve the \$50,642.55 payout to Pamela J. Bennett for unused vacation time, accumulated time, and pro-rated longevity to be paid on January 31st, 2024 from EBLR (Employee Benefit Leave Reserve Fund).
- Resolution #192-2024;** Accept new Fire Department members Edison Collado and Jeremy Kasma (both for Engine Co. No. 5) and Louis Trapp (Hose Co. No. 3) (*per Jan. 15th and Jan. 16th, 2024 memo's from Chief Forrester*).
- Resolution #193-2024;** Approve reinstatement of Darrin Downs Longevity effective February 1st, 2024 (*per Dec. 10th, 2023 memo from D. Collins*).
- Resolution #194-2024;** Approve reinstatement of Darrin Downs Health Insurance absolving him from paying into insurance going forward, effective February 1st, 2024 (*per Dec. 10th, 2023 memo from D. Collins*).
- Resolution #195-2024;** Publish notice designating offices to be filled and terms thereof for the June 18, 2024 election.

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

NOTICE OF PUBLIC HEARING RESOLUTION 160-2023

THIS IS TO CERTIFY THAT the Board of Trustees of the Village of East Hampton on December 15, 2023, unanimously resolved to Notice a public hearing, to be held on January 19th, 2024 at 11:00 a.m. at LTV Studios, 75 Industrial Road, Wainscott, at which time all interested persons will be heard with respect to a proposed ten (10) year Franchise Renewal Agreement between the Village of East Hampton and Altice USA for the continued provision of cable service. All interested persons will be given an opportunity to be heard.

Dated: January 8, 2024

By order of the
Board of Trustees of the
Inc. Village of East Hampton
By: Gabrielle McKay
Deputy Village Clerk

RESOLUTION # ___ - 2024

JAN 19 2024

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 *Tom Preiato*

CC: Marcos Baladron, Village Administrator

Chief Erickson, EHVPD

Date: January 02, 2024

Re: Monthly Report for DECEMBER 2023

Building Permits Issued (incl. 5 additional work):	12
Demolition Permits:	2
Coastal Erosion Hazard Area Permit:	0
Limited Work Permit (septic):	1
SWPPP (storm water runoff mitigation):	0
Inspections Performed:	112
Certificate of Occupancies/ Compliance:	7
Updated Certificate of Occupancies:	4
Notice of Violations:	12
Stop Work Orders:	2
Sign Permits:	0

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

DISPATCH ACTIVITY REPORT FOR DECEMBER 2023

98 Calls Dispatched for East Hampton Fire Department
East Hampton Village – 35
Water District – 35
NW Protection District - 28
Mutual Aid - 0

92 Calls Dispatched for East Hampton Village EMS
East Hampton Village – 27
Water District – 44
NW Protection District - 14
Mutual Aid - 7

81 Calls Dispatched for East Hampton Village First Responder
East Hampton Village – 44
Water District – 41
NW Protection District - 15
Mutual Aid – 1

883 Calls Dispatched for East Hampton Village Police Department

276 Calls Dispatched for East Hampton Town Police Department

336 Calls Dispatched for Sag Harbor Village Police Department

25 Calls Dispatched for Amagansett Fire Department

26 Calls Dispatched for Amagansett Ambulance

17 Calls Dispatched for Montauk Fire Department

40 Calls Dispatched for Montauk Ambulance

42 Calls Dispatched for Sag Harbor Fire Department

87 Calls Dispatched for Sag Harbor Ambulance

15 Calls Dispatched for Springs Fire Department

39 Calls Dispatched for Springs Ambulance

0 Calls Dispatched for Town Haz-Mat Team

0 Calls Dispatched for Ocean Rescue Team

22 Miscellaneous FD Events *
East Hampton – 10
Amagansett – 1
Montauk – 10
Sag Harbor – 1
Springs – 0

16 Miscellaneous EMS Events *
East Hampton – 2
Amagansett – 2
Montauk - 7
Sag Harbor – 1
Springs - 4

655 911 Calls Received

2,207 7-Digit Telephone Calls Received / Placed

87 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): 27.25 Eight-Hour Shift/s
Training Hours (Code 615-616): 12 Eight-Hour Shift/s

Time Off:

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

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

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

UNIFORM DIVISION ACTIVITY REPORT FOR DECEMBER 2023

(Codes 030 -693)

21 Aided Cases
60 Alarms Answered by the Patrols
9 Arrests Made by the Department
([3] Driving While Intoxicated and/or Impaired Arrests Included in Above Total)
12 Assists to Disabled Motorists
Beach Patrol – 0 hours
Building Check – 59 hours
0 Child Safety Seat Inspections
Door Checks – 63 hours
1 Doors Found Open by the Patrols
1 Escorts
0 Fingerprinting
Foot Patrol – 3 hours
27 Motor Vehicle Accidents
239 Traffic Summonses Issued
(67 Speeding Summonses Issued)
1 Village Code Summonses Issued
(0 Animal on Beach Summonses Issued)
(0 Sign Summonses Issued)
56 Village Parking Summonses Issued

Complaints Investigated:

Cases Received: 10
Cases Closed: 10

Paperwork Received from Court:

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

MONTHLY GASOLINE USEAGE

December Gasoline Totals not available at time report submitted.

PERSONNEL

Total Hours of Overtime Worked:

Non-Grant - Arrests, Cases, Shift Coverage *(Codes 161 - 181)*: 35 Eight-Hour Shifts
Non-Grant - Foot Patrol, Street Crime, Other *(Codes 188 - 190)*: .25 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)*: 106.25 Eight-Hour Shifts

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

172 Accabonac Road
East Hampton, NY 11937



631-324-0641 • Fax 631-324-0566
www.easthamptonvillage.org

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

MONTHLY REPORT JANUARY 2024 MEETING

WINTER DAILY ROUTINE:

- Trash collection 4 days a week
- Policing of public areas and road shoulders
- Sidewalks blown Thursdays weather permitting.
- Saturday litter patrol ½ crew alternating weekends 1.5hrs
- Property clean ups
- Leaf collection ended 12/16 final sweep completed 12/21

SHADE TREES:

- Hazards addressed.
- 2 stumps ground

BUSINESS DISTRICT:

- Holiday market set up.
- Set up for Santa
- Tennis courts shut down for winter.
- The swing set repaired Herrick Park.

ROAD SURFACE:

- Sweeping twice weekly.
- FD parking lot permanent pavement patches (contractor)
- Patch patrol
- New storm drain installed Hither Ln (contractor)

MISCELLANEOUS:

- Pond Cleaning reduced 1 days week
- Fence removed and new fence & gate installed 8 Muchmore / Herrick
- Fencing removed Main beach / Seaspray
- Fencing removed Hither Ln nature trail.

FACILITIES:

- Heating plants checked.
- Sally Port heat hooked up.

172 Accabonac Road
East Hampton, NY 11937



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VILLAGE OF EAST HAMPTON
DEPARTMENT OF PUBLIC WORKS

Road Opening Permits issued prior month: (adjusted for end of year total) 157 YTD
Denied prior month: 1
Violation Found

Solid waste collected in August:

Trash	19.33 (Wednesdays are based on average daily totals)	254.57
Brush / Wood	2.93 (does not include disposal at private facilities)	127.09
Other Debris	1.63	63.69

November Fuel Usage: **GAS:** 879.32 gals **DIESEL:** 779.6 gals



David Collins Superintendent

86 Main Street
East Hampton, New York 11937-2730

JERRY LARSEN, Mayor



Phone 631.324.4150
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VILLAGE OF EAST HAMPTON

Office of

Village Administrator

RESOLUTION # 168 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

RESOLUTION

WHEREAS John A. & Marceil Kazickas, 4 Backus Farm Lane, Sands Point, NY 11050 owner of parcel known as SCTM# 301-01-04-00005 (30 Conklin Terrace) has received a Certiorari from the Supreme Court of the State of New York, County of Suffolk.

WHEREAS such Certiorari settlement has resulted in the erroneous Real Estate Taxes being paid on said parcel as follows:

2022/2023 Assessment reduced from 13,650 to 12,800 making a \$264.35 to be refunded at the tax rate of \$31.10/100 of assessed value and an additional \$13.22 of penalty reduction for a total of \$277.57.

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Incorporated Village of East Hampton hereby authorizes and directs the Village Administrator, Marcos Baladrón, to refund the total amount of \$277.57 for the tax year 2022/2023 to Heller & Consultants Tax Grievance.

Jerry Larsen
Mayor

Adopted: January 19, 2024

86 Main Street
East Hampton, New York 11937-2730

JERRY LARSEN, Mayor



Phone 631.324.4150
Fax 631.324.4189
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VILLAGE OF EAST HAMPTON

Office of

Village Administrator

RESOLUTION # 1101 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

RESOLUTION

WHEREAS Randolph W. Slifka, 1095 Park Avenue Unit 9D, New York, NY 10128 owner of parcel known as SCTM# 301-13-04-00018 (18 Apaquogue Road) has received a Certiorari from the Supreme Court of the State of New York, County of Suffolk.

WHEREAS such Certiorari settlement has resulted in the erroneous Real Estate Taxes being paid on said parcel as follows:

2022/2023 Assessment reduced from 39,375 to 35,000 making a \$1,360.63 to be refunded at the tax rate of \$31.10/100 of assessed value and an additional \$68.03 of penalty reduction for a total of \$1,428.66.

2023/2024 Assessment reduced from 39,375 to 35,000 making a total of \$1,358.88 to be refunded at the tax rate of \$31.06/100 of assessed value.

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Incorporated Village of East Hampton hereby authorizes and directs the Village Administrator, Marcos Baladrón, to refund the total amount of \$2,787.54 for the tax years 2022/2023 and 2023/2024 to Bonac Tax Reduction Service.

Jerry Larsen
Mayor

Adopted: January 19, 2024

LAW OFFICES
OF
ACKERMAN, PACHMAN, BROWN, GOLDSTEIN & MARGOLIN, LLP
ATTORNEYS AND COUNSELORS AT LAW

34 PANTIGO ROAD
EAST HAMPTON, NEW YORK 11937
(631) 324-3942
FAX (631) 324-3622

RESOLUTION # 172 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Leonard I. Ackerman
Direct E-Mail: LAckerman@ackermanpartners.com

Matthew E. Pachman
Direct E-Mail: MPachman@ackermanpartners.com

Eric N. Brown
Direct E-Mail: EBrown@ackermanpartners.com

Andrew E. Goldstein
Direct E-Mail: AGoldstein@ackermanpartners.com

Linda U. Margolin
Direct E-Mail: lmargolin@ackermanpartners.com

January 9, 2023

Via Email: mayor@easthamptonvillage.org
chris@easthamptonvillage.org
sandra@easthamptonvillage.org
sarah@easthamptonvillage.org
carrie@easthamptonvillage.org

Mayor Jerry Larsen and the Board of Trustees of the Village of East Hampton
Village Hall/86 Main Street
East Hampton, New York 11937

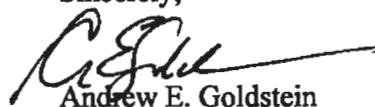
Dear Mayor Larsen and Members of the Village Board of Trustees:

We represent Three Acres Farm, LLC, the owner of the property located at 105 Main Street (the "Property"). In furtherance of my conversations with Marcos Baladron, I am enclosing a draft agreement between the Village and Three Acres Farm, LLC, in which the Village agrees to extinguish the Village's scenic easement over the Property granted in 1976, as amended and restated in 2016 and as further amended in 2022. Also enclosed is an Extinguishment of Easements which would be recorded with the County Clerk. As part of this agreement, Three Acres Farm, LLC, will agree to a broadening of the permitted use of the Osborn Jackson House to include offices for employees of the Village and tax-exempt entities and/or a Village Welcome Center, subject to certain conditions which I believe should be acceptable.

As questions concerning the scenic easement are preventing the issuance of a Certificate of Occupancy for the Property, I am hopeful that we can finalize this agreement as soon as may be practicable.

I look forward to hearing from you.

Sincerely,



Andrew E. Goldstein

AEG:pd
Enclosure: as stated

EXTINGUISHMENT OF EASEMENTS

THIS INDENTURE made the ____ day of _____, 2024 between the Incorporated Village of East Hampton, a municipal corporation with offices at 87 Main Street, New York 11937, party of the first part, and Three Acres Farm, LLC, residing 105 Main Street, East Hampton, New York 11937, party of the second part.

WHEREAS, Three Acres Farm, LLC, the party of the second part, is the owner in fee simple of the premises designated on the Land Map of Suffolk County Number 0301-002.00-04.00-002.002, as more fully described in Schedule "A" annexed hereto (the "Property"); and

WHEREAS, the Incorporated Village of East Hampton, the party of the first part, is the grantee of a scenic easement over the Property in an instrument annexed hereto as Schedule "B" recorded in Office of the Suffolk County Clerk at Page 348 of Liber 8128 (the "Scenic Easement"); and

WHEREAS, on or about August 19, 2016, the Scenic Easement was amended and restated in an instrument annexed hereto as Schedule "C" (the "Amended and Restated Scenic Easement") which has not been recorded in the office of the Suffolk County Clerk; and

WHEREAS, on or about May 17, 2022, the Amended and Restated Scenic Easement was amended in an instrument annexed hereto as Schedule "D" (the "Amended Scenic Easement") which has not been recorded in the office of the Suffolk County Clerk; and

WHEREAS, the party of the first has determined that the restrictions contained in each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement are of no substantial benefit to the Incorporated Village of East Hampton because the purposes of the restrictions contained in each such easement have already been accomplished or cannot be accomplished on account of a change in circumstances; and

WHEREAS, the party of the first part is desirous of extinguishing each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration as set forth herein:

(1) The party of the first part represents, covenants and agrees that, as the restrictions contained in each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement are of no substantial benefit to the Incorporated Village of East Hampton because the purposes of the restrictions contained in each such easement have already been accomplished or cannot be accomplished on account of a change in circumstances, each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement be and hereby is extinguished and shall have no further force or effect.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have each duly executed this instrument the day and year first above written. The word "party" shall be construed as if it read "parties" whenever the sense of this instrument so requires.

INCORPORATED VILLAGE OF EAST HAMPTON

By: _____
MAYOR

ATTEST:

Village Clerk

THREE ACRES FARM LLC

By: _____
Austin Salisbury, Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

1.13.16.4.00

BEGINNING at a point on the northeasterly boundary line of premises of Wilkinson, formerly of Clifford C. Edwards, which point is situate North 64° 45' 10" West 183.16 feet from the northwesterly side of Main Street at the northeasterly corner of the aforesaid premises of Wilkinson, which point in turn is distant southwesterly 1,234.39 feet from the intersection of the southwesterly side of Newtown Lane and the northwesterly side of Main Street as measured along said northwesterly side of Main Street; running thence from said point of beginning along said land of Wilkinson the following two courses and distances: (1) North 64° 45' 10" West 249.23 feet to a point; and (2) North 65° 28' 50" West 130.50 feet to a point; running thence along premises now or formerly of Laurence A. Baker the following two (2) courses and distances: (1) North 34° 47' 40" East 188.67 feet to a point, and (2) South 58° 57' 20" East 245.01 feet to a point; running thence through other premises of the grantor South 31° 50' 48" West 125.84 feet to the point or place of beginning.

SCHEDULE B

1288128 REG 348

RECORDED

OCT 25 12 08 PM '76
LESTER MACBEATSON
CLERK OF
SUFFOLK COUNTY

10267

RECEIVED
REAL ESTATE
OCT 28 1976
TRANSFER TAX
SUFFOLK
COUNTY

<p>COURT OF SUPERIOR COURTS</p>	<p>10267 OCT 28 1976</p>	<p>LESTER S. JACKSON PATRICIA M. JACKSON BY WILLIAM OF EAST HAMPTON COOPER & McJOWAIE, P.C. Attorneys at Law 1284 MAIN STREET, P. O. DRAWER K EAST HAMPTON, NEW YORK 11937 810 534-4777 or 6023</p>
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GRANT OF SCENIC EASEMENT

THIS INDENTURE, made as of this 29th day of July, 1976, by and between LIONEL S. JACKSON and PATRICIA W. JACKSON, his wife, both residing at 201 Kings Highway, North Haven, Connecticut 06473, (the grantor) and the INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation having its office at 27 Main Street, East Hampton, New York 11937, (the grantee),

WHEREAS, the grantor is the owner of lands situate in the Village and Town of East Hampton, County of Suffolk and State of New York more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly boundary line of premises of Wilkinson, formerly of Clifford C. Edwards, which point is situate North 64° 45' 10" West 182.16 feet from the northeasterly side of Main Street at the northeasterly corner of the aforesaid premises of Wilkinson, which point in turn is distant southwesterly 1,254.29 feet from the intersection of the southwesterly side of Newtown Lane and the northwesterly side of Main Street as measured along said northwesterly side of Main Street; running thence from said point of beginning along said land of Wilkinson the following two courses and distances: (1) North 64° 45' 10" West 249.23 feet to a point; and (2) North 65° 28' 50" West 330.50 feet to a point; running thence along premises now or formerly of Lawrence A. Baker the following two (2) courses and distances: (1) North 34° 47' 40" East 188.67 feet to a point, and (2) South 58° 57' 20" East 565.01 feet to a point; running thence through other premises of the grantor South 31° 30' 48" West 125.54 feet to the point or place of beginning.

and said parcel constitutes an area of natural scenic beauty, and the present state of use enhances the present and potential value of abutting and surrounding properties and enhances the conservation of natural and scenic resources; and

WHEREAS, the grantor wishes to grant a scenic and conservation easement to the grantee affecting the above identified real property; and

The grantee has instituted and is carrying out programs to maintain open space and to preserve the beauty and natural condition of lands in the Village; and

Handwritten notes on the left margin: "3661" and a large handwritten "8".

The above described parcel consists of more than 150 percent of minimum requirement of zoning.

The General Municipal Law of the State of New York at Section 247 carries into law the declared intent of the Legislature of the State of New York that the rapid growth and spread of urban development is encroaching upon, or eliminating many open areas and spaces of varied size and character, including many having significant scenic or esthetic value, which areas and space, if preserved and maintained in their present open space would constitute important physical, social, esthetic or economic assets to existing or future Village development; and

The grantee, in furtherance of the above policy and in accordance with General Municipal Law, Section 247, wishes to accept the scenic and conservation easement hereby proffered by the grantor,

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to the grantor, receipt of which is hereby acknowledged, this agreement witnesseth that:

1. The grantor does hereby donate, grant, transfer and convey unto the Village of East Hampton, in perpetuity, a scenic and conservation easement in gross, of the nature, character and to the extent hereinafter set forth, over and upon all that certain lot, piece or parcel of land as set forth and described above (hereinafter sometimes referred to as the "burdened premises").

2. The nature, character and extent of the easement hereby granted are as follows:

(a) No building or structures of any description shall be erected on the burdened premises except 1, one-family dwelling, one garage, one tennis court, one swimming pool and one tool shed and such other accessory structures as may be permitted under the zoning ordinance for the Village of East Hampton.

(b) No topsoil shall be removed from the burdened premises nor shall sand, gravel, peat or other minerals be excavated therefrom for any purpose.

LIBER 8128 PAGE 346

(c) The burdened premises shall have one driveway and appropriate parking area for a one-family residence.

(d) Burdened premises, to maintain their present appearance, shall remain in their natural state or may be used for agricultural and grazing usage, and for this purpose the grantor, his heirs and assigns, reserve the exclusive right to use and enjoy said area for agricultural and grazing purposes and shall maintain the premises for said purposes for so long as these uses are feasible.

(e) The grantor shall have the right to annual inspection of the burdened premises for the purpose of assuring itself that the grantor is not in violation of any of the terms and conditions of this scenic easement, such inspection to be by prior arrangement with and at the convenience of the grantor.

(f) The grantor may also, if he wishes, landscape or otherwise improve the premises with lawn, shrubs, planted trees, etc.

3. The nature, character and extent of limitations on the within grant of easement are as follows:

(a) The burdened premises shall not be open or available to the public for general or park use, but shall remain at all times in the exclusive possession of the grantor, his heirs and assigns, and subject to his unqualified right to exclude others therefrom by any and all lawful means, except as indicated in paragraph 2(e);

(b) All right, interests and privileges of the grantor in the burdened premises not herein specifically donated, granted, transferred and conveyed, remain and reside with the grantor, his heirs and assigns.

4. The grantee hereby undertakes to cooperate to the extent legally permissible in having the valuation placed upon the burdened premises for purposes of real estate taxation taken into account and limited by the restriction imposed by this scenic easement, all in accordance with State of New York General Municipal Law, Section 247.

IN WITNESS WHEREOF, the parties have hereto set their hands

and seals as of the date and year first above written.

Lionel S. Jackson
LIONEL S. JACKSON
Patricia W. Jackson
PATRICIA W. JACKSON

INCORPORATED VILLAGE OF EAST HAMPTON

Douglas E. Day
Village Clerk

By Douglas E. Day
Mayor

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 21st day of Aug, 1976, before me personally came LIONEL S. JACKSON and PATRICIA W. JACKSON, to me known to be the individuals described in and who executed the foregoing instrument and they acknowledged that they executed the same.

PATRICIA SHANNON
NOTARY PUBLIC, State of New York
No. 12, 12th Avenue, Qualified in Suffolk County
Term Expires March 23, 1977

Patricia Shannon
Notary Public

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 29th day of January, 1976, before me personally came DOUGLAS E. DAYTON, to me known, who, being by me duly sworn, did depose and say that he resides at Muchmore Lane (no #), East Hampton, New York; that he is the Mayor of the Incorporated Village of East Hampton, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

MILDRED E. FOREMSTER
NOTARY PUBLIC, State of New York
No. 1211777A, Suffolk County
Term Expires March 14, 1977

Mildred E. Foremster
Notary Public

SCHEDULE C

AMENDED AND RESTATED SCENIC EASEMENT

THIS INDENTURE, made this 16th day of Sept, 2016, by JOHN G. CARTIER and SUZANNE J. CARTIER, residing at 105 Main Street, East Hampton, New York 11937 (hereinafter collectively referred to as the "GRANTOR"), and THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation and political subdivision of the State of New York, with principal offices at 86 Main Street, East Hampton, New York, 11937 (hereinafter referred to as the "GRANTEE").

W I T N E S S E T H:

WHEREAS, Grantor owns certain lands situate at 105 Main Street, in the Village and Town of East Hampton, County of Suffolk and State of New York, SCTM# 0301-002.00-07.00-002.002 (the "Grantor's Parcel");

WHEREAS, the Grantor's Parcel is currently subject to a Grant of Scenic Easement, dated September 29, 1976, by and between Lionel S. Jackson and Patricia W. Jackson and the Grantee, which was recorded in Liber 8128, Page 344 (the "Grant of Scenic Easement");

WHEREAS, the Grantor and the Grantee desire to amend and restate the Grant of Scenic Easement in its entirety as set forth herein in order, among other things, to specifically delineate the parties' agreement as to what portion of Grantor's Parcel will, from and after the date hereof, be burdened by the grant of scenic and conservation easement being granted herein to the Grantee, and to set forth the terms and conditions of such grant of scenic and conservation easement;

WHEREAS, the Burdened Premises constitute an area of natural scenic beauty, whose openness and existing state of use enhances the present and potential value of abutting and surrounding properties, enhances the conservation of natural and scenic resources, and yields a significant public benefit;

WHEREAS, Section 247 of the New York General Municipal Law authorizes designated governmental bodies, including incorporated villages, to acquire fee title or lesser interests in land, including development rights, restrictive and affirmative easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces and natural or scenic resources;

WHEREAS, it is Grantee's policy to conserve, preserve, and protect the Village's natural resources and the natural and man-made attributes of its land, as fundamental to maintaining and improving the recreational opportunities, community attractiveness, balanced growth, and the quality of life in the Village generally; and

WHEREAS, in furtherance of Grantee's policies and in accordance with Section 247 of the General Municipal Law, Grantor wishes to convey and Grantee wishes to accept this grant of scenic and conservation easement on the portion of Grantor's Parcel hereinafter designated as the Burdened Premises;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. The Grant of Scenic Easement is hereby amended and restated in its entirety as hereinafter set forth. This Amended and Restated Scenic Easement shall supersede and replace the Grant of Scenic Easement in all respects.

2. The Grantor does hereby donate, grant, transfer and convey unto the Grantee, in perpetuity, a scenic and conservation easement in gross, of the nature, character and to the extent hereinafter set forth, over and upon all that certain portion of Grantor's Parcel described as follows:

BEGINNING at point 182.16 feet from Main Street along land now or formerly of the Village of East Hampton, and land now or formerly of Sean Boswick; running thence from the point or place of beginning the following 4 courses and distances through the subject property; (1) N 64 degrees 45 minutes 10 seconds W, 160.96 feet, (2) N 31 degrees 30 minutes 48 seconds E, 141.80 feet, (3) S 58 degrees 57 minutes 20 seconds E, 160.01 feet, (4) S 31 degrees 30 minutes 48 seconds W, 125.55 feet to the point or place of beginning. Containing 21,388 square feet; such property being part of SCTM# 0301-002.00-07.00-002.002 (such portion of the Grantor's Parcel being hereinafter referred to as the "Burdened Premises").

3. The nature, character and extent of the easement hereby granted are as follows:

(a) No building, structure, improvement or physical obstruction of any kind or description shall be erected on the Burdened Premises, except that Grantor may maintain fencing and a twenty (20) ft. wide driveway on the Burden Premises as expressly set forth in paragraphs 3(c), 3(g) and 3(h) of this Amended and Restated Scenic Easement.

(b) No top soil shall be removed from the Burdened Premises nor shall sand, gravel, peat or other minerals be excavated therefrom for any reason.

(c) The Grantor shall have the right to maintain a 20 ft. wide driveway on the Burdened Premises which shall be located as described in the Map of Property annexed hereto and incorporated herein as Exhibit A, and which shall be subject to a certain Driveway and Utilities Easement of even date herewith by and between Grantor and Grantee. Such Driveway and Utilities Easement contemplates, among other things, that Grantor shall have to right to install and maintain a twenty (20) foot wide driveway from Main Street across Grantee's adjoining parcel at 101 Main Street, in the Village and Town of East Hampton, County of Suffolk

and State of New York, SCTM# 0301-002.00-07.00-002.001 (the "Grantee's Adjoining Parcel"). The installation and maintenance of the driveway shall be at the Grantor's sole cost and expense, except that Grantee or its tenant shall be responsible for any damage to the Driveway in the Burdened Premises caused by Grantee, its tenant or their respective employees, contractors or guests. The portion of the Driveway that passes through the Burdened Premises shall be paved with asphalt with a layer of crushed stone embedded therein or such other surface as agreed to by the Grantee within its sole discretion, and shall not have any curbing or other edging along its sides.

(d) No aboveground utilities or utility lines shall be installed on the Burdened Premises.

(e) The Burden Premises, to maintain their present appearance, shall remain in their natural state, except that Grantor may landscape and maintain the Burden Premises as expressly set forth in paragraphs 3(f), 3(g) and 3(h) of this Amended and Restated Scenic Easement.

(f) Grantor shall have the right within their sole discretion to maintain the Burdened Premises in whole or part with lawn, native grasses or native wild flowers. In no event shall any such permitted lawn, native grasses or native wild flowers be permitted to grow in excess of three feet tall and Grantor shall trim or otherwise maintain such items (at least twice a year in the case of lawn and native grasses) so as to ensure that they do not exceed that maximum permitted height. Further, in no event shall any privet hedge, bushes, trees or other plantings be permitted on the Burdened Premises.

(g) Grantor shall have the right to erect and maintain a traditional three-rail split rail fence and gate of not greater than three (3) feet in height along the eastern property line of Grantor's Parcel which abuts the Grantee's Adjoining Parcel. Any such fence and gate shall not block the view of the Burdened Premises from Main Street. A representation of the gate permitted by this Easement is annexed hereto as Exhibit B.

(h) Grantor shall have the right to erect and maintain stockade fencing along the northern and southern property lines of the Burdened Premises that complies with the Village Code.

(i) Grantee shall have the right to annual inspections of the Burdened Premises for the sole purpose of assuring itself that Grantor is not in violation of any of the terms and conditions of this Amended and Restated Scenic Easement, such inspections to be by prior arrangement with and at the convenience of the Grantor; provided, however, that Grantee may inspect the Burdened Premises at other times if it has reasonable cause to believe a substantial violation of this Amended and Restated Scenic Easement is being undertaken or has occurred.

4. The Grantor acknowledges and agrees that the Grantor's Parcel may not be further subdivided or partitioned.

5. The Burdened Premises shall not be open to or available to the public for general or park use, but shall remain at all times in the exclusive possession of the Grantor, his heirs and assigns, and subject to his unqualified right to exclude others therefrom by any and all lawful means, except as expressly provided in paragraph 3 (i).

6. All right, interest and privileges of the Grantor in the Burdened Premises not herein donated, granted, transferred and conveyed, remain and reside with the Grantor, his heirs and assigns.

7. The Grantee hereby undertakes to cooperate to the extent legally permissible in having the valuation placed upon the Burdened Premises for purposes of real estate taxation taken into account and limited by the restriction imposed by this Amended and Restated Scenic Easement, all in accordance with State of New York General Municipal Law, Section 247.

8. In the event that the Grantee is required to initiate an action to enforce the provisions of this Amended and Restated Scenic Easement, and the Grantee prevails in such action by obtaining a judgment from a court of competent jurisdiction finding a breach or violation of this Easement, Grantors shall reimburse the Grantee for its reasonable legal fees and disbursements in an amount established by that same court.

9. This Indenture and all of the rights, obligations and waivers hereunder, shall run with the land and shall be fully transferable to each party's respective heirs, legal representatives, successors or assigns automatically without the requirement of any act by or on behalf of such party or by operation of law.

10. This Indenture may be recorded by any party on the real property records for any of the party's premises burdened or benefited hereby.

11. This Indenture may be modified or amended only by written agreement of all the parties hereto.

12. This Indenture shall be governed and construed in accordance with the internal laws of the State of New York without regard to the conflict of laws principles of such State.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first written above.


JOHN G. CARTIER


SUZANNE J. CARTIER

INCORPORATED VILLAGE OF EAST HAMPTON

ATTEST:

VILLAGE CLERK

By: 
MAYOR

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 19 day of August, 2016, before me, the undersigned, personally appeared JOHN G. CARTIER, personally known to me or proved to me on the basis of satisfactory evidence to be one of the parties to the above Amended and Restated Scenic Easement whose names are subscribed to the within Amended and Restated Scenic Easement and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DAVID KIRST
Notary Public, State of New York
No. 02K6183232
Qualified in Suffolk County
Commission Expires 3/10/2020

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 19 day of August, 2016, before me, the undersigned, personally appeared SUZANNE J. CARTIER, personally known to me or proved to me on the basis of satisfactory evidence to be one of the parties to the above Amended and Restated Scenic Easement whose names are subscribed to the within Amended and Restated Scenic Easement and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

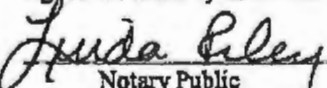


Notary Public

DAVID KIRST
Notary Public, State of New York
No. 02K6183232
Qualified in Suffolk County
Commission Expires 3/10/2020

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

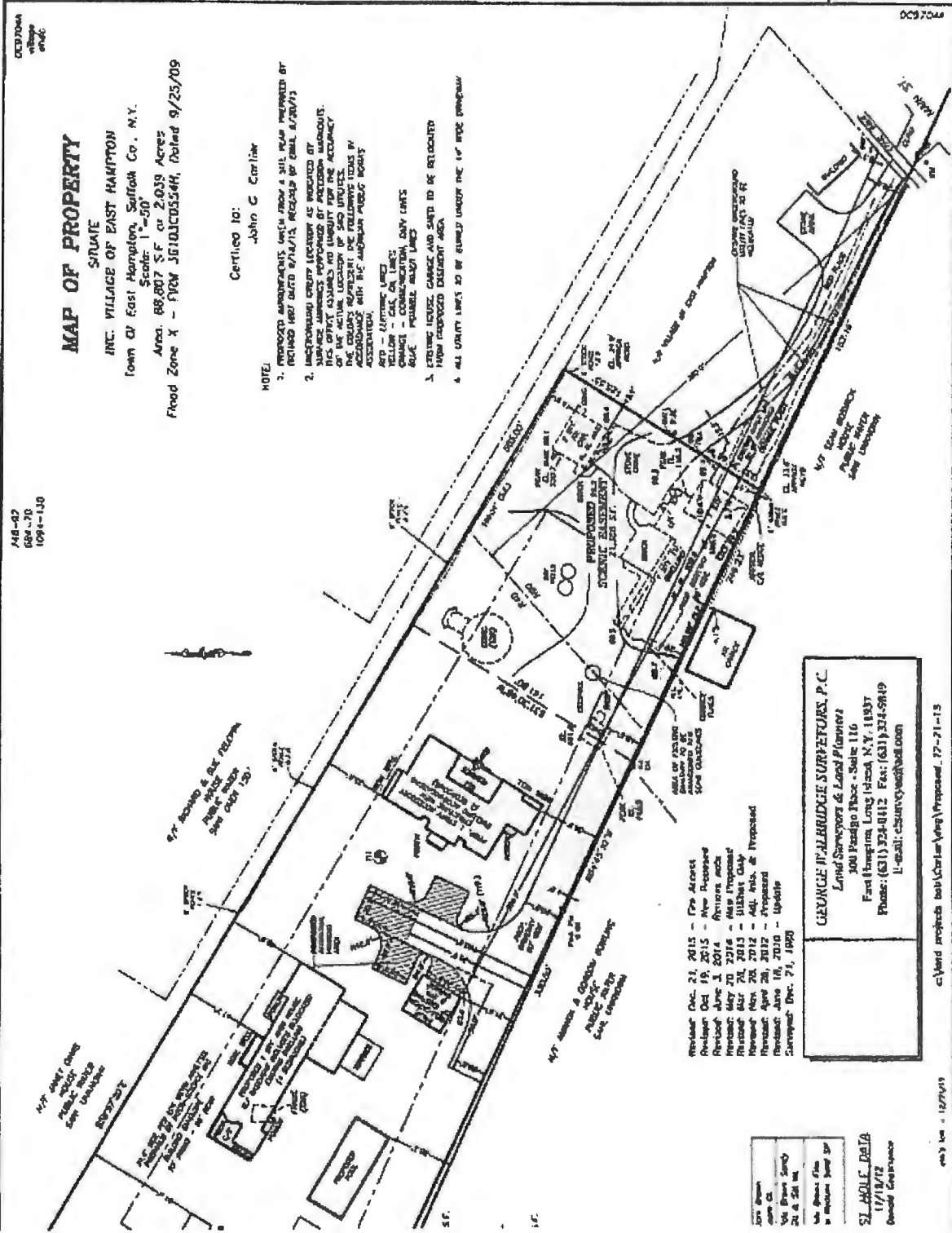
On the 16th day of September, 2016, before me personally came PAUL F. RICKENBACH, JR., to me known, who being duly shown, did depose and say that he resides in East Hampton, New York, that he is the Mayor of the Incorporated Village of East Hampton, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said Village; and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said municipal corporation; and that he signed his name by like order.



Notary Public

LINDA RILEY
Notary Public, State of New York
No. 5008449, Suffolk County
Commission Expires Feb 22, 2019

Exhibit 1



MAP OF PROPERTY

SITUATE

INC. VILLAGE OF EAST HAMPTON

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

Scale: 1"=50'

Area: 88,807 SF or 2.039 Acres

Flood Zone X - FIRM 56101C0554H, Dated 9/25/09

Certified to:
John G. Carlier

NOTE:

1. PROPERTY DIMENSIONS, WITH AREA, WERE MEASURED BY FIELD SURVEY ON 8/28/13.
2. UNCORRECTED CURVE LOCATIONS AS INDICATED BY SURVEY MARKERS APPROVED BY ADDITIONAL PARTIES OF THE ACTUAL LOCATION OF SAID UTILITY. UNLESS OTHERWISE NOTED, THE FOLLOWING DIMENSIONS IN ACCORDANCE WITH THE ADJACENT PUBLIC ROAD RIGHT-OF-WAY.
3. ALL UTILITY LINES TO BE REMOVED UNDER THE 1/2' SIDE DRIVEWAY.

- RED - EASEMENT LINES
- YELLOW - GAS OR LIQUID
- GREEN - CONCRETE DRIVEWAYS
- BLACK - PUBLIC ROAD LINES

1. EXISTING HOUSE, CHIMNEY AND SMOKE TO BE RELOCATED FROM PROPOSED EXISTENT AREA.

2. ALL UTILITY LINES TO BE REMOVED UNDER THE 1/2' SIDE DRIVEWAY.

748-87
684-70
1094-130

Revised: Dec. 21, 2015 - (7) Acres
Revised: Oct. 19, 2015 - New Proposed
Revised: June 3, 2014 - Revised notes
Proposed: May 20, 2014 - New Proposed
Proposed: Mar. 24, 2013 - Ulthast Club
Proposed: Feb. 20, 2012 - Prop. 2012
Proposed: June 18, 2010 - Update
Surveyed: Dec. 7, 1999

GEORGE WALLBRIDGE SURVEYORS, P.C.
 Land Surveyors & Land Planners
 300 Prudgott Place • Suite 110
 East Hampton, Long Island, N.Y., 11937
 Phone: (631) 324-0112 Fax: (631) 324-5949
 E-mail: gwsurvey@aol.com

John G. Carlier
 State of New York
 No. 010850
 License Expires
 11/18/12

SLAOLE, DRLA
 11/18/12
 Daniel G. Carlier

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09/25/09

SCHEDULE D

AMENDED SCENIC EASEMENT

THIS INDENTURE, made this 17 day of May, 2022, by Three Acres Farm LLC, with a principal office at 105 Main Street, East Hampton, New York 11937 (hereinafter collectively referred to as the "GRANTOR"), and THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation and political subdivision of the State of New York, with principal offices at 86 Main Street, East Hampton, New York, 11937 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, Grantor owns certain lands situate at 105 Main Street, in the Village and Town of East Hampton, County of Suffolk and State of New York, SCTM# 0301-002.00-07.00-002.2.000 (the "Grantor's Parcel");

WHEREAS, the Grantor's Parcel is currently subject to an Amended and Restated Scenic Easement, dated September 16, 2016, by and between the Grantor and the Grantee. (the "Easement");

WHEREAS, the Easement provides the Grantor with the right to maintain a 20 foot wide driveway on the Burdened Premises as per an attached Map of the Property, said driveway to be paved with asphalt and have no edging;

WHEREAS, the installing the Driveway as per the attached Map of the Property would require the removal of a number of mature trees and asphalt should only be used if required by State and or local codes.

WHEREAS, the Grantor and the Grantee desire to amend the Easement to avoid the need to remove trees to install the driveway and to allow a driveway as would be allowed under current codes.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. The Easement is hereby amended in part as hereinafter set forth.
2. The attached Map of the Property (the "New Exhibit A") shall replace Exhibit A.

3. The driveway shall be paved in a way that meets all state and local codes. Edging shall be permitted.

4. The Easement shall otherwise remain in full force and effect as agreed by the parties hereto.

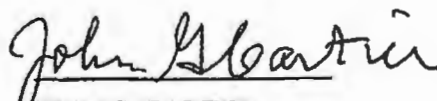
5. This Indenture may be recorded by any party on the real property records for any of the party's premises burdened or benefited hereby.

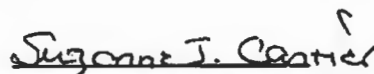
6. This Indenture may be modified or amended only by written agreement of all the parties hereto.

7. This Indenture shall be governed and construed in accordance with the internal laws of the State of New York without regard to the conflict of laws principles of such State.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first written above.

THREE ACRE FARM, LLC


JOHN G. CARTIER


SUZANNE J. CARTIER

INCORPORATED VILLAGE OF EAST HAMPTON

By: _____
MAYOR

ATTEST:

VILLAGE CLERK

AMENDED SCENIC EASEMENT

Three Acres Farm LLC

ACKNOWLEDGEMENTS

STATE OF ~~NEW YORK~~) Florida
COUNTY OF ~~SARATOGA~~) Palm Beach

On the 17th day of May in the year 22, before me, the undersigned, personally appeared John Carter known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

ACKNOWLEDGEMENTS

STATE OF ~~NEW YORK~~) Florida
COUNTY OF ~~SARATOGA~~) Palm Beach

On the 17th day of May in the year 22, before me, the undersigned, personally appeared Suzanne Carter known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

AMENDED SCENIC EASEMENT

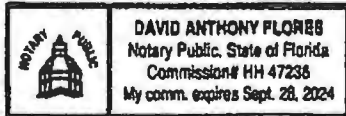
Three Acres Farm LLC

ACKNOWLEDGEMENTS

STATE OF ~~NEW YORK~~ *Florida*
COUNTY OF ~~SUFFOLK~~ *Palm Beach*

On the *17th* day *May* in the year *22*, before me, the undersigned, personally appeared *John and Susan Galt*, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that

he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Handwritten Signature]

Notary Public

AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2024, by, between and among the Incorporated Village of East Hampton (the “Village”), a municipal corporation, with offices at 86 Main Street, East Hampton, New York 11937, and Three Acres Farm, LLC, a New York limited liability company (“Three Acres Farm”), having an address at 105 Main Street, East Hampton, New York 11937.

WITNESSETH

WHEREAS, Three Acres Farm is the owner of certain real property situate at 105 Main Street, East Hampton, New York 11937 (SCTM: 0301-002.00-04.00-002.002) (the “Property”); and

WHEREAS, in October 1975, the East Hampton Village Planning Board issued a determination allowing Lionel S. Jackson and Patricia W. Jackson (together, the “Jacksons”) to subdivide a three-acre parcel on the north side of Main Street into two parcels, the Property and a smaller parcel situate at 101 Main Street, East Hampton, New York (SCTM: 0301-002.00-04.00-002.001) (the “Osborn Jackson Property”); and

WHEREAS, as a condition to that determination, in 1976, the Jacksons granted a scenic easement over the Property to the Village, pursuant to §247 of the General Municipal Law, which was recorded in the Office of the Suffolk County Clerk on October 25, 1976 at Liber 8128, Page 348 (the “Scenic Easement”); and

WHEREAS, in 1976, the Jacksons donated the Osborn Jackson Property, which contains a building known as the Osborn-Jackson House, to the Village pursuant to a deed of gift which stated the Village’s agreement to use the Osborn Jackson House as a museum; and

WHEREAS, in 2012, the Village commenced an action in the New York Supreme Court, Suffolk County, bearing the caption Incorporated Village of East Hampton v. John G. Cartier and Suzanne J. Cartier (Index No. 377323/2012 (the “Action”); and

WHEREAS, the Action alleged, *inter alia*, that the proposed development of the Property would violate the Scenic Easement; and

WHEREAS, on March 19, 2014, a judgment was issued in the Action which collectively granted the Village’s motion for summary judgment and denied the John G. Cartier and Suzanne J. Cartier’s (together, the “Cartiers”) cross-motion for summary judgment (the Judgment”); and

WHEREAS, the Cartiers perfected an appeal of the Judgment to the Supreme Court of the State of New York, Appellate Division, Second Department, bearing the caption Incorporated Village of East Hampton, Plaintiff-Respondent v. John G. Cartier and Suzanne J. Cartier, Defendants-Appellants (Docket No. 06623-2014) (the “Appeal”); and

WHEREAS, in 2016, the Village and the Cartiers resolved their claims in the Action and the Appeal by entering into a Stipulation of Settlement (the “Stipulation”) which, among other things, required the Scenic Easement to be amended and restated (the “Amended and Restated Scenic Easement”); and

WHEREAS, in May 2022, the Amended and Restated Scenic Easement was amended to allow a driveway to be located around an old growth tree (the “Amended Scenic Easement” and, together with the Scenic Easement, the Amended and Restated Scenic Easement, the “Easements”, and each an “Easement”); and

WHEREAS, neither the Amended and Restated Scenic Easement nor the Amended Scenic Easement have been recorded in the Office of the Suffolk County Clerk; and

WHEREAS, it now appears that the restrictions on the Property attendant to each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement are of no actual and substantial benefit to the Village because the purposes of the restrictions contained in each Easement have already been accomplished or cannot be accomplished on account of a change in circumstances; and

WHEREAS, the Village and Three Acres Farm have agreed to extinguish each of the Easements by whatever means are required: and

WHEREAS, the East Hampton Village Board of Trustees has voted to extinguish the Easements; and

WHEREAS, the limitation of on the use of the Osborn Jackson House imposed at the time it was donated to the Village have proven to be a hindrance to in the operation of the building: and

WHEREAS, the Village would like the ability to utilize the Osborne Jackson House for municipal offices, offices of IRC Section 501(c)(3) organizations and/or a Village “welcome center” in addition to its use as a museum; and

WHEREAS, Three Acres Farm believes that such use will be consistent with the spirit of the Jacksons’ gift, provided that (i) there will be no sale of goods or food or any other commercial activity on the Osborn Jackson Property: (ii) the parking on the parcel shall not be expanded or enlarged; and (iii) as the Osborn Jackson Property is located in the Main Street Historic District, the Village shall comply with the Main Street Historic District Design Review Manual as part of any renovation of the Osborn Jackson House.

NOW THEREFORE, inconsideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. The Village and Three Acres Farm covenant and agree that each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement be and hereby is extinguished and shall have no further force and effect. In furtherance of extinguishing the Easements, the Village and Three Acres Farm shall execute the Extinguishment of Easements indenture attached hereto as Exhibit A, which shall forthwith be recorded in the Office of the Suffolk County Clerk by Three Acres Farm. Three Acres Farm shall pay the costs of recording this instrument.
2. In the event it is determined at any time in the future that the extinguishment of any or all of the Easements requires the entry of a declaratory judgment pursuant to Article 15 of the N.Y. Real Property Actions and Proceedings Law, the Village and Three Acres Farm represent, covenant, and agree that they shall cooperate in commencing and concluding the required court action to obtain the necessary judgment.
3. The Village represents, covenants and agrees that the Stipulation does not preclude Three Acres Farm from obtaining a Certificate of Occupancy for the Property to close out Building Permit No. 10507, issued November 14, 2017.
4. The Village represents, covenants and agrees that upon the execution of this Agreement, there shall be no impediment to Three Acres Farm installing fencing and gates that comply with the Code of the Village of East Hampton on the Property.
5. Three Acres Farm represents, covenants and agrees that, in addition to the museum use, the Osborn Jackson House may be used for the following non-commercial purposes:
 - a. as offices for employees of the Village;
 - b. as offices for a not-for-profit entity with tax exempt status pursuant to §501(c)(3) of the Internal Revenue Code; and

c. as a Village “welcome center”;

on the conditions that:

- a. except for descriptive brochures and maps given away at a Village “welcome center”, no goods, food or drink shall be sold or given away on the Osborn Jackson Property;
- b. in any renovation of the Osborn Jackson House, the Village shall comply with the Main Street Historic District Design Review Manual; and
- c. the existing parking area on the Osborn Jackson Property, the dimensions of which are 23 feet by 25 feet, shall not be enlarged.

IN WITNESS WHEREOF, the Village and Three Acres Farm have set their hands under seal on the said day and year set forth below.

THREE ACRES FARM, LLC

By: _____
Manager

**INCORPORATED VILLAGE OF
EAST HAMPTON**

ATTEST:

Village Clerk

By: _____
Mayor

EXHIBIT A

EXTINGUISHMENT OF EASEMENTS

THIS INDENTURE made the ____ day of _____, 2024 between the Incorporated Village of East Hampton, a municipal corporation with offices at 87 Main Street, New York 11937, party of the first part, and Three Acres Farm, LLC, residing 105 Main Street, East Hampton, New York 11937, party of the second part.

WHEREAS, Three Acres Farm, LLC, the party of the second part, is the owner in fee simple of the premises designated on the Land Map of Suffolk County Number 0301-002.00-04.00-002.002, as more fully described in Schedule "A" annexed hereto (the "Property"); and

WHEREAS, the Incorporated Village of East Hampton, the party of the first part, is the grantee of a scenic easement over the Property in an instrument annexed hereto as Schedule "B" recorded in Office of the Suffolk County Clerk at Page 348 of Liber 8128 (the "Scenic Easement"); and

WHEREAS, on or about August 19, 2016, the Scenic Easement was amended and restated in an instrument annexed hereto as Schedule "C" (the "Amended and Restated Scenic Easement") which has not been recorded in the office of the Suffolk County Clerk; and

WHEREAS, on or about May 17, 2022, the Amended and Restated Scenic Easement was amended in an instrument annexed hereto as Schedule "D" (the "Amended Scenic Easement") which has not been recorded in the office of the Suffolk County Clerk; and

WHEREAS, the party of the first has determined that the restrictions contained in each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement are of no substantial benefit to the Incorporated Village of East Hampton because the purposes of the restrictions contained in each such easement have already been accomplished or cannot be accomplished on account of a change in circumstances; and

WHEREAS, the party of the first part is desirous of extinguishing each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration as set forth herein:

(1) The party of the first part represents, covenants and agrees that, as the restrictions contained in each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement are of no substantial benefit to the Incorporated Village of East Hampton because the purposes of the restrictions contained in each such easement have already been accomplished or cannot be accomplished on account of a change in circumstances, each of the Scenic Easement, the Amended and Restated Scenic Easement and the Amended Scenic Easement be and hereby is extinguished and shall have no further force or effect.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have each duly executed this instrument the day and year first above written. The word "party" shall be construed as if it read "parties" whenever the sense of this instrument so requires.

INCORPORATED VILLAGE OF EAST HAMPTON

By: _____
MAYOR

ATTEST:

Village Clerk

THREE ACRES FARM LLC

By: _____
Austin Salisbury, Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

BEGINNING at a point on the northeasterly boundary line of premises of Wilkinson, formerly of Clifford C. Edwards, which point is situate North $64^{\circ} 49' 10''$ West 153.16 feet from the northeasterly side of Main Street at the northeasterly corner of the aforesaid premises of Wilkinson, which point in turn is distant southeasterly 1,284.33 feet from the intersection of the southeasterly side of Newtown Lane and the northeasterly side of Main Street as measured along said northeasterly side of Main Street; running thence from said point of beginning along said land of Wilkinson the following two courses and distances: (1) North $64^{\circ} 49' 10''$ West 249.23 feet to a point; and (2) North $65^{\circ} 28' 50''$ West 230.50 feet to a point; running thence along premises now or formerly of Lawrence A. Baker the following two (3) courses and distances: (1) North $34^{\circ} 47' 49''$ East 153.67 feet to a point; and (2) South $58^{\circ} 57' 20''$ East 223.01 feet to a point; running thence through other premises of the grantor South $31^{\circ} 53' 45''$ West 125.54 feet to the point or place of beginning.

SCHEDULE B

1.13.16.4.00

LIBR 8128 REG 348

RECORDED

OCT 25 12 06 PM '76
LESTER M ALBERTSON
CLERK OF
SUFFOLK COUNTY

10267

RECEIVED
REAL ESTATE
OCT 26 1976
TRANSFER TAX
SUFFOLK
COUNTY

<p>COURT OF SUPERIOR COURTS</p>	<p><i>4-2-76</i> MAY 29 1976</p>	<p>LESTER M. ALBERTSON & PATRICIA W. ALBERTSON ATTORNEYS AT LAW WILLIAM OF WARE BROTHERS CORPORATE & REAL ESTATE, P.C. ATTORNEYS AT LAW 254 MAIN STREET, P. O. DRAWER 11 SALT HAMPDEN, NEW YORK 11957 SAL 231-4077 ext 022</p>
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46

LN 8128 PL 344

GRANT OF SCENIC EASEMENT

THIS INSTRUMENT, made as of this 29th day of ~~May~~ ^{April}, 1976, by and between LIONEL S. JACKSON and PATRICIA W. JACKSON, his wife, both residing at 201 Kings Highway, North Haven, Connecticut 06473, (the grantor) and the INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation having its office at 27 Main Street, East Hampton, New York 11937, (the grantee),

WHEREAS, the grantor is the owner of lands situate in the Village and Town of East Hampton, County of Suffolk and State of New York more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly boundary line of premises of Wilkinson, formerly of Clifford C. Edwards, which point is situate North 64° 45' 10" West 182.16 feet from the northwesterly side of Main Street at the northeasterly corner of the aforesaid premises of Wilkinson, which point in turn is distant southwesterly 1,234.29 feet from the intersection of the southwesterly side of Newtown Lane and the northwesterly side of Main Street as measured along said northwesterly side of Main Street; running thence from said point of beginning along said land of Wilkinson the following two courses and distances: (1) North 84° 45' 10" West 249.23 feet to a point; and (2) North 65° 28' 50" West 330.50 feet to a point; running thence along premises now or formerly of Lawrence A. Baker the following two (2) courses and distances: (1) North 34° 47' 40" East 188.67 feet to a point, and (2) South 58° 57' 20" East 565.01 feet to a point; running thence through other premises of the grantor South 31° 30' 48" West 125.54 feet to the point or place of beginning.

and said parcel constitutes an area of natural scenic beauty, and the present state of use enhances the present and potential value of abutting and surrounding properties and enhances the conservation of natural and scenic resources; and

WHEREAS, the grantor wishes to grant a scenic and conservation easement to the grantee affecting the above identified real property; and

The grantee has instituted and is carrying out programs to maintain open space and to preserve the beauty and natural condition of lands in the Village; and

Handwritten notes on the left margin: a checkmark, a circle, the number 3661, and a large handwritten '8'.

LIB# 8128 INC 345

The above described parcel consists of more than 150 percent of minimum requirement of zoning.

The General Municipal Law of the State of New York at Section 247 carries into law the declared intent of the Legislature of the State of New York that the rapid growth and spread of urban development is encroaching upon, or eliminating many open areas and spaces of varied size and character, including many having significant scenic or esthetic value, which areas and space, if preserved and maintained in their present open space would constitute important physical, social, esthetic or economic assets to existing or future Village development; and

The grantee, in furtherance of the above policy and in accordance with General Municipal Law, Section 247, wishes to accept the scenic and conservation easement hereby proffered by the grantor.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to the grantor, receipt of which is hereby acknowledged, this agreement witnesseth that:

1. The grantor does hereby donate, grant, transfer and convey unto the Village of East Hampton, in perpetuity, a scenic and conservation easement in gross, of the nature, character and to the extent hereinafter set forth, over and upon all that certain lot, piece or parcel of land as set forth and described above (hereinafter sometimes referred to as the "burdened premises").

2. The nature, character and extent of the easement hereby granted are as follows:

(a) No building or structures of any description shall be erected on the burdened premises except 1, one-family dwelling, one garage, one tennis court, one swimming pool and one tool shed and such other accessory structures as may be permitted under the zoning ordinance for the Village of East Hampton.

(b) No gravel shall be removed from the burdened premises nor shall sand, gravel, peat or other materials be excavated therefrom for any purpose.

LB 8128 MR 346

(c) The burdened premises shall have one driveway and appropriate parking area for a one-family residence.

(d) Burdened premises, to maintain their present appearance, shall remain in their natural state or may be used for agricultural and grazing usage, and for this purpose the grantor, his heirs and assigns, reserve the exclusive right to use and enjoy said area for agricultural and grazing purposes and shall maintain the premises for said purposes for so long as these uses are feasible.

(e) The grantor shall have the right to annual inspection of the burdened premises for the purpose of assuring itself that the grantor is not in violation of any of the terms and conditions of this scenic easement, such inspection to be by prior arrangement with and at the convenience of the grantor.

(f) The grantor may also, if he wishes, landscape or otherwise improve the premises with lawn, shrubs, planted trees, etc.

3. The nature, character and extent of limitations on the within grant of easement are as follows:

(a) The burdened premises shall not be open or available to the public for general or park use, but shall remain at all times in the exclusive possession of the grantor, his heirs and assigns, and subject to his unqualified right to exclude others therefrom by any and all lawful means, except as indicated in paragraph 2(e);

(b) All right, interests and privileges of the grantor in the burdened premises not herein specifically donated, granted, transferred and conveyed, remain and reside with the grantor, his heirs and assigns.

4. The grantee hereby undertakes to cooperate to the extent legally permissible in having the valuation placed upon the burdened premises for purposes of real estate taxation taken into account and limited by the restriction imposed by this scenic easement, all in accordance with State of New York General Municipal Law, Section 247.

IN WITNESS WHEREOF, the parties have hereunto set their hands

LIBER 8128 PAGE 347

And seals as of the date and year first above written.

Lionel S. Jackson
LIONEL S. JACKSON

Patricia W. Jackson
PATRICIA W. JACKSON

INCORPORATED VILLAGE OF EAST HAMPTON

William E. Day
Village Clerk

By William E. Day
Mayor

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 21st day of AUG., 1976, before me personally came LIONEL S. JACKSON and PATRICIA W. JACKSON, to me known to be the individuals described in and who executed the foregoing instrument and they acknowledged that they executed the same.

MURICA DENSON
NOTARY PUBLIC, State of New York
No. 42-00000 Qualified in Suffolk County
Term Expires March 24, 1977

Patricia Morrison
Notary Public

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 29th day of Sept., 1976, before me personally came DOUGLAS E. DAYTON, to me known, who, being by me duly sworn, did depose and say that he resides at Muchmore Lane (no #), East Hampton, New York; that he is the Mayor of the Incorporated Village of East Hampton, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

WILHELM C. FORRESTER
NOTARY PUBLIC, State of New York
No. 42-00000 Suffolk County
Term Expires March 24, 1977

Wilhelm C. Forrester
Notary Public

SCHEDULE C

AMENDED AND RESTATED SCENIC EASEMENT

THIS INDENTURE, made this 16th day of Sept, 2016, by JOHN G. CARTIER and SUZANNE J. CARTIER, residing at 105 Main Street, East Hampton, New York 11937 (hereinafter collectively referred to as the "GRANTOR"), and THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation and political subdivision of the State of New York, with principal offices at 86 Main Street, East Hampton, New York, 11937 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, Grantor owns certain lands situate at 105 Main Street, in the Village and Town of East Hampton, County of Suffolk and State of New York, SCTM# 0301-002.00-07.00-002.002 (the "Grantor's Parcel");

WHEREAS, the Grantor's Parcel is currently subject to a Grant of Scenic Easement, dated September 29, 1976, by and between Lionel S. Jackson and Patricia W. Jackson and the Grantee, which was recorded in Liber 8128, Page 344 (the "Grant of Scenic Easement");

WHEREAS, the Grantor and the Grantee desire to amend and restate the Grant of Scenic Easement in its entirety as set forth herein in order, among other things, to specifically delineate the parties' agreement as to what portion of Grantor's Parcel will, from and after the date hereof, be burdened by the grant of scenic and conservation easement being granted herein to the Grantee, and to set forth the terms and conditions of such grant of scenic and conservation easement;

WHEREAS, the Burdened Premises constitute an area of natural scenic beauty, whose openness and existing state of use enhances the present and potential value of abutting and surrounding properties, enhances the conservation of natural and scenic resources, and yields a significant public benefit;

WHEREAS, Section 247 of the New York General Municipal Law authorizes designated governmental bodies, including incorporated villages, to acquire fee title or lesser interests in land, including development rights, restrictive and affirmative easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces and natural or scenic resources;

WHEREAS, it is Grantee's policy to conserve, preserve, and protect the Village's natural resources and the natural and man-made attributes of its land, as fundamental to maintaining and improving the recreational opportunities, community attractiveness, balanced growth, and the quality of life in the Village generally; and

WHEREAS, in furtherance of Grantee's policies and in accordance with Section 247 of the General Municipal Law, Grantor wishes to convey and Grantee wishes to accept this grant of scenic and conservation easement on the portion of Grantor's Parcel hereinafter designated as the Burdened Premises;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. The Grant of Scenic Easement is hereby amended and restated in its entirety as hereinafter set forth. This Amended and Restated Scenic Easement shall supersede and replace the Grant of Scenic Easement in all respects.

2. The Grantor does hereby donate, grant, transfer and convey unto the Grantee, in perpetuity, a scenic and conservation easement in gross, of the nature, character and to the extent hereinafter set forth, over and upon all that certain portion of Grantor's Parcel described as follows:

BEGINNING at point 182.16 feet from Main Street along land now or formerly of the Village of East Hampton, and land now or formerly of Sean Boswick; running thence from the point or place of beginning the following 4 courses and distances through the subject property; (1) N 64 degrees 45 minutes 10 seconds W, 160.96 feet, (2) N 31 degrees 30 minutes 48 seconds E, 141.80 feet, (3) S 58 degrees 57 minutes 20 seconds E, 160.01 feet, (4) S 31 degrees 30 minutes 48 seconds W, 125.55 feet to the point or place of beginning. Containing 21,388 square feet; such property being part of SCTM# 0301-002.00-07.00-002.002 (such portion of the Grantor's Parcel being hereinafter referred to as the "Burdened Premises").

3. The nature, character and extent of the easement hereby granted are as follows:

(a) No building, structure, improvement or physical obstruction of any kind or description shall be erected on the Burdened Premises, except that Grantor may maintain fencing and a twenty (20) ft. wide driveway on the Burden Premises as expressly set forth in paragraphs 3(c), 3(g) and 3(h) of this Amended and Restated Scenic Easement.

(b) No top soil shall be removed from the Burdened Premises nor shall sand, gravel, peat or other minerals be excavated therefrom for any reason.

(c) The Grantor shall have the right to maintain a 20 ft. wide driveway on the Burdened Premises which shall be located as described in the Map of Property annexed hereto and incorporated herein as Exhibit A, and which shall be subject to a certain Driveway and Utilities Easement of even date herewith by and between Grantor and Grantee. Such Driveway and Utilities Easement contemplates, among other things, that Grantor shall have to right to install and maintain a twenty (20) foot wide driveway from Main Street across Grantee's adjoining parcel at 101 Main Street, in the Village and Town of East Hampton, County of Suffolk

and State of New York, SCTM# 0301-002.00-07.00-002.001 (the "Grantee's Adjoining Parcel"). The installation and maintenance of the driveway shall be at the Grantor's sole cost and expense, except that Grantee or its tenant shall be responsible for any damage to the Driveway in the Burdened Premises caused by Grantee, its tenant or their respective employees, contractors or guests. The portion of the Driveway that passes through the Burdened Premises shall be paved with asphalt with a layer of crushed stone embedded therein or such other surface as agreed to by the Grantee within its sole discretion, and shall not have any curbing or other edging along its sides.

(d) No aboveground utilities or utility lines shall be installed on the Burdened Premises.

(e) The Burden Premises, to maintain their present appearance, shall remain in their natural state, except that Grantor may landscape and maintain the Burden Premises as expressly set forth in paragraphs 3(f), 3(g) and 3(h) of this Amended and Restated Scenic Easement.

(f) Grantor shall have the right within their sole discretion to maintain the Burdened Premises in whole or part with lawn, native grasses or native wild flowers. In no event shall any such permitted lawn, native grasses or native wild flowers be permitted to grow in excess of three feet tall and Grantor shall trim or otherwise maintain such items (at least twice a year in the case of lawn and native grasses) so as to ensure that they do not exceed that maximum permitted height. Further, in no event shall any privet hedge, bushes, trees or other plantings be permitted on the Burdened Premises.

(g) Grantor shall have the right to erect and maintain a traditional three-rail split rail fence and gate of not greater than three (3) feet in height along the eastern property line of Grantor's Parcel which abuts the Grantee's Adjoining Parcel. Any such fence and gate shall not block the view of the Burdened Premises from Main Street. A representation of the gate permitted by this Easement is annexed hereto as Exhibit B.

(h) Grantor shall have the right to erect and maintain stockade fencing along the northern and southern property lines of the Burdened Premises that complies with the Village Code.

(i) Grantee shall have the right to annual inspections of the Burdened Premises for the sole purpose of assuring itself that Grantor is not in violation of any of the terms and conditions of this Amended and Restated Scenic Easement, such inspections to be by prior arrangement with and at the convenience of the Grantor; provided, however, that Grantee may inspect the Burdened Premises at other times if it has reasonable cause to believe a substantial violation of this Amended and Restated Scenic Easement is being undertaken or has occurred.

4. The Grantor acknowledges and agrees that the Grantor's Parcel may not be further subdivided or partitioned.

5. The Burdened Premises shall not be open to or available to the public for general or park use, but shall remain at all times in the exclusive possession of the Grantor, his heirs and assigns, and subject to his unqualified right to exclude others therefrom by any and all lawful means, except as expressly provided in paragraph 3 (i).

6. All right, interest and privileges of the Grantor in the Burdened Premises not herein donated, granted, transferred and conveyed, remain and reside with the Grantor, his heirs and assigns.

7. The Grantee hereby undertakes to cooperate to the extent legally permissible in having the valuation placed upon the Burdened Premises for purposes of real estate taxation taken into account and limited by the restriction imposed by this Amended and Restated Scenic Easement, all in accordance with State of New York General Municipal Law, Section 247.

8. In the event that the Grantee is required to initiate an action to enforce the provisions of this Amended and Restated Scenic Easement, and the Grantee prevails in such action by obtaining a judgment from a court of competent jurisdiction finding a breach or violation of this Easement, Grantors shall reimburse the Grantee for its reasonable legal fees and disbursements in an amount established by that same court.

9. This Indenture and all of the rights, obligations and waivers hereunder, shall run with the land and shall be fully transferable to each party's respective heirs, legal representatives, successors or assigns automatically without the requirement of any act by or on behalf of such party or by operation of law.

10. This Indenture may be recorded by any party on the real property records for any of the party's premises burdened or benefited hereby.

11. This Indenture may be modified or amended only by written agreement of all the parties hereto.

12. This Indenture shall be governed and construed in accordance with the internal laws of the State of New York without regard to the conflict of laws principles of such State.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first written above.


JOHN G. CARTIER


SUZANNE J. CARTIER

INCORPORATED VILLAGE OF EAST HAMPTON

ATTEST:

VILLAGE CLERK

By: 
MAYOR

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 19 day of August, 2016, before me, the undersigned, personally appeared JOHN G. CARTIER, personally known to me or proved to me on the basis of satisfactory evidence to be one of the parties to the above Amended and Restated Scenic Easement whose names are subscribed to the within Amended and Restated Scenic Easement and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DAVID KIRST
Notary Public, State of New York
No. 02K16183232
Qualified in Suffolk County
Commission Expires 3/10/2020

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 19 day of August, 2016, before me, the undersigned, personally appeared SUZANNE J. CARTIER, personally known to me or proved to me on the basis of satisfactory evidence to be one of the parties to the above Amended and Restated Scenic Easement whose names are subscribed to the within Amended and Restated Scenic Easement and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

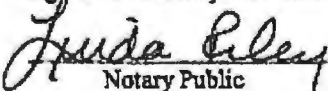


Notary Public

DAVID KIRST
Notary Public, State of New York
No. 02K16183232
Qualified in Suffolk County
Commission Expires 3/10/2020

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

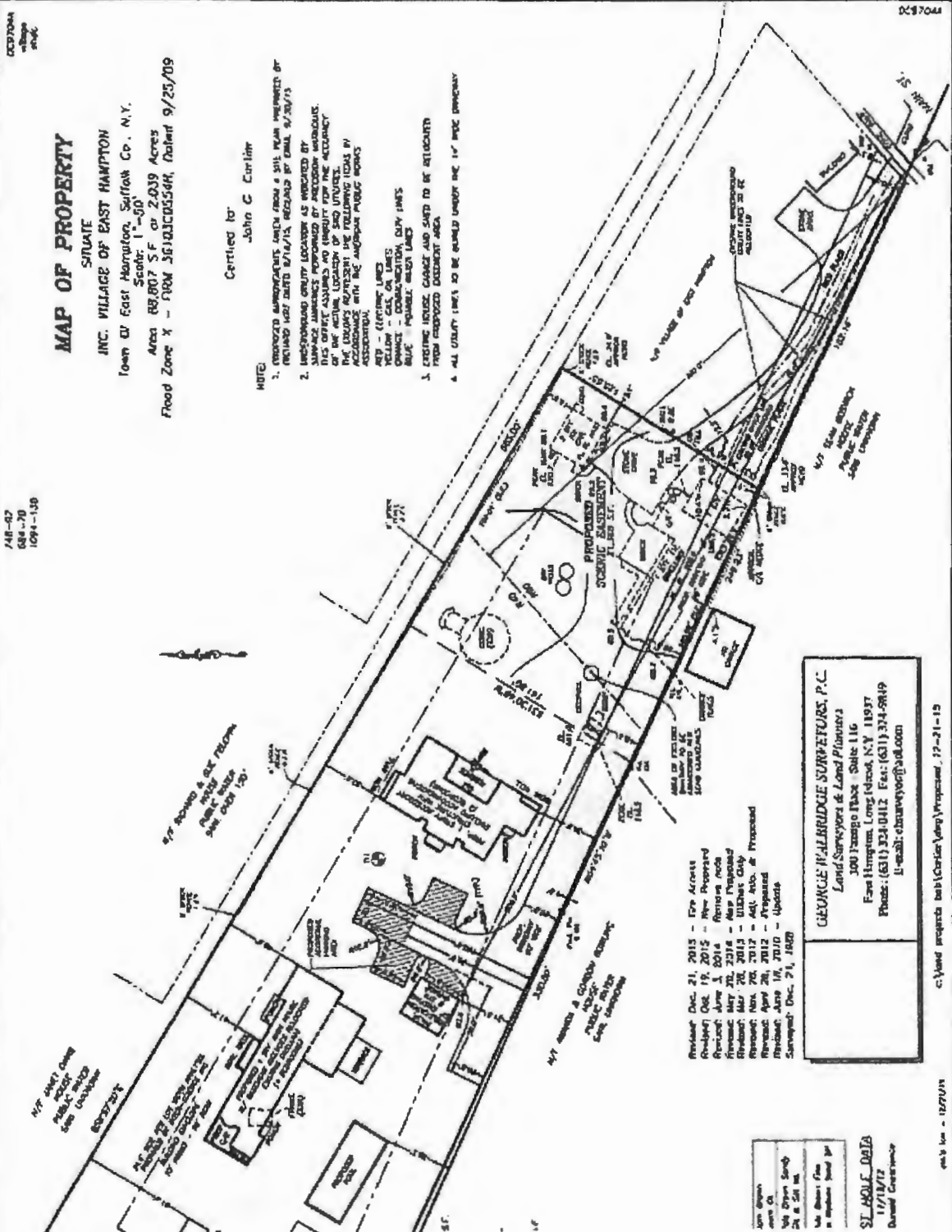
On the 16th day of September, 2016, before me personally came PAUL F. RICKENBACH, JR., to me known, who being duly shown, did depose and say that he resides in East Hampton, New York, that he is the Mayor of the Incorporated Village of East Hampton, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said Village; and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said municipal corporation; and that he signed his name by like order.



Notary Public

LINDA RILEY
Notary Public, State of New York
No. 5008449, Suffolk County
Commission Expires Feb 22, 2019

Exhibit 1



748-87
684-70
1094-138

MAP OF PROPERTY

SITUATE
INC. VILLAGE OF EAST HAMPTON
 Town of East Hampton, Suffolk Co., N.Y.
 Acreage 88,807 S.F. or 2.039 Acres
 Scale: 1"=50'
 Flood Zone X - FROM 3610JC0554R, Dated 9/25/09

Certified to
 John C. Carlini

- NOTE:**
1. RECORDED SURVEYS FROM 1898 TO 1911 BEING REFERRED TO BY THIS MAP WERE RECEIVED BY EMAIL 9/20/13
 2. UNRECORDED CRUISE LOCATIONS AS INDICATED BY SURFACE MARKERS PROVIDED BY PROPOSED DEVELOPER. THIS OFFICE ASSUMES NO LIABILITY FOR THE ACCURACY OF THE ACTUAL LOCATION OF SAID UTILITY. THE LOCATIONS REPRESENT THE FOLLOWING ITEMS BY ASSOCIATION:
 A.P. - (EXISTING) LINES
 YELLOW - GAS OR LIQUID
 WHITE - TELECOMMUNICATION, CABLE TV, ETC.
 BLUE - PUBLIC WATER LINES
 3. EXISTING HOUSE CORNER AND SHED TO BE RELOCATED FROM PROPOSED EXISTENT AREA.
 4. ALL UTILITY LINES TO BE SHOWN UNDER THE 1" MAP DIMENSION.

Revised: Dec. 21, 2015 - 17th Access
 Revised: Oct. 19, 2015 - New Proposed
 Revised: June 3, 2014 - Revision notes
 Revised: May 20, 2014 - New Proposed
 Revised: Mar. 20, 2013 - Update Only
 Revised: Nov. 20, 2012 - Add. Acc. & Proposed
 Revised: Apr. 21, 2011 - Proposed
 Revised: Apr. 21, 2010 - Update
 Surveyed: Dec. 21, 1980

GEORGE WALBRIDGE SURVEYORS, P.C.
 Land Surveyors & Land Planners
 300 Washington Plaza, Suite 116
 East Hampton, Long Island, N.Y. 11937
 Phone: (631) 324-0412 Fax: (631) 324-5819
 E-mail: gwsurveyors@aol.com

John Carlini
 Surveyor
 No Other Files
 No Other Surveys
 No Other Maps
 No Other Plans
 No Other Documents
 No Other Information

c:\land projects\hsh\Carlini\John\Project\17-21-15

sheet 1 of 1

SCHEDULE D

1.13.16.4.00

AMENDED SCENIC EASEMENT

THIS INDENTURE, made this 27 day of SEPTEMBER, 2022, by Three Acres Farm LLC, with a principal office at 105 Main Street, East Hampton, New York 11937 (hereinafter collectively referred to as the "GRANTOR"), and THE INCORPORATED VILLAGE OF EAST HAMPTON, a municipal corporation and political subdivision of the State of New York, with principal offices at 86 Main Street, East Hampton, New York, 11937 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, Grantor owns certain lands situate at 105 Main Street, in the Village and Town of East Hampton, County of Suffolk and State of New York, SCTM# 0301-002.00-07.00-002.2.000 (the "Grantor's Parcel");

WHEREAS, the Grantor's Parcel is currently subject to an Amended and Restated Scenic Easement, dated September 16, 2016, by and between the Grantor and the Grantee. (the "Easement");

WHEREAS, the Easement provides the Grantor with the right to maintain a 20 foot wide driveway on the Burdened Premises as per an attached Map of the Property, said driveway to be paved with asphalt and have no edging;

WHEREAS, the installing the Driveway as per the attached Map of the Property would require the removal of a number of mature trees and asphalt should only be used if required by State and or local codes.

WHEREAS, the Grantor and the Grantee desire to amend the Easement to avoid the need to remove trees to install the driveway and to allow a driveway as would be allowed under current codes.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. The Easement is hereby amended in part as hereinafter set forth.
2. The attached Map of the Property (the "New Exhibit A") shall replace Exhibit A.

3. The driveway shall be paved in a way that meets all state and local codes. Edging shall be permitted.

4. The Easement shall otherwise remain in full force and effect as agreed by the parties hereto.

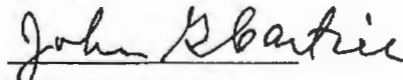
5. This Indenture may be recorded by any party on the real property records for any of the party's premises burdened or benefited hereby.

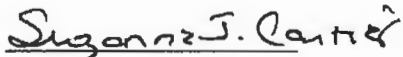
6. This Indenture may be modified or amended only by written agreement of all the parties hereto.

7. This Indenture shall be governed and construed in accordance with the internal laws of the State of New York without regard to the conflict of laws principles of such State.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first written above.

THREE ACRE FARM, LLC


JOHN G. CARTIER


SUZANNE J. CARTIER

INCORPORATED VILLAGE OF EAST HAMPTON

By: _____
MAYOR

ATTEST:

VILLAGE CLERK

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

On the 27th day September in the year 2022 before me, the undersigned, personally appeared John G. Carter known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

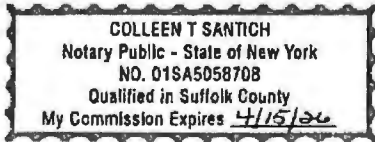


Colleen T. Santich
Notary Public

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

On the 27th day September in the year 2022 before me, the undersigned, personally appeared Suzanne J. Carter known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Colleen T. Santich
Notary Public

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

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

Notary Public



RAYMOND G. DIBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLIKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.
TAMARA L. STILLMAN, P.L.S.

January 8, 2024

Billy Hajek
Village Planner
Inc. Village of East Hampton
88 Newtown Lane
East Hampton, NY 11937

RESOLUTION # 173 - 2023

JAN 19 2024

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

RE: Professional Engineering Services
Traffic and Safety Assessment
La Forest Lane
East Hampton, NY

Dear Mr. Hajek:

In response to your request, we are pleased to submit this proposal to provide professional traffic engineering services for the above noted project. It is our understanding that the Village desires to conduct a traffic and safety assessment of La Forest Lane, between Georgica Road and Apaquogue Road, in the Village of East Hampton. The effort is intended to determine prevailing operating conditions, including traffic volumes and speeds, and will include an investigation of the existing horizontal curvature, a speed study, and a crash analysis with an eye toward potential improvements to La Forest Lane that would address any issues identified through the study. As discussed, conversion of La Forest Lane to one-way operation will be specifically included in the study. The study will also evaluate the impact of any potential operational changes on the surrounding roadway network, including the diversion of traffic to other roadways. The following sections provide our proposed scope of services and fee proposal.

SCOPE OF SERVICES

1. The scope and details of the project will be reviewed with the Village, to ensure that our understanding is complete and to adequately identify and evaluate traffic related issues.
2. Several visits to the site will be made during peak highway hours to observe site traffic operations and to evaluate prevailing traffic operations on the adjacent roadway network. The existing signing and pavement markings, existing parking regulations and traffic control will be noted. The width of the existing roadway will be measured in multiple locations.
3. The existing signing, pavement markings, and other internal or external traffic control will be reviewed for conformance to applicable standards, including the Americans with Disabilities Act (ADA). Recommendations will be made on how to best address any deficiencies.
4. Traffic data will be collected using Automatic Traffic Recorders (ATR) in order to determine the existing traffic volumes, average speed, pace speed and 85th percentile speed on the following roads:
 - La Forest Lane



- Jericho Lane

ATRs will be used to collect data during the winter months when school is in session, and standard seasonal adjustment factors applied to reflect peak summer conditions. Note that should the Village prefer, the counts can either be conducted or repeated a second time during the peak season. However, this proposal assumes a single data collection period.

5. Information on crashes in the immediate vicinity of the study area for the most recent three-year period for which data is available will be obtained from NYSDOT, and reviewed to identify potential safety issues that should be considered.
6. Federal Highway Administration (FHWA) methodology will be utilized to determine safe speeds on La Forest Lane based on the horizontal curvature of the roadway. The results of this test will be used to determine whether the existing speed limit is appropriate, and/or whether additional advisory signing or other speed reduction measures are needed, in accordance with the current version of the Manual of Uniform Traffic Control Devices (MUTCD). This investigation will also consider safe sight distance based on prevailing speeds.
7. Potential mitigation strategies including converting La Forest Lane to one-way operation as well as other less intensive mitigation such as signing and striping changes. Any potential changes to La Forest Lane will be also be evaluated on any potential impacts to the surrounding roadway network.
8. A memorandum providing the results of our assessment will be provided, setting forth our methodology and conclusions, and providing recommendations regarding potential changes to La Forest Lane and any other surrounding roadways.

Our lump sum fee to provide these services is \$12,800.00, which includes attendance at one (1) meeting or work session at the Village's discretion, billed on a percent complete basis. If additional traffic counts are required, they will be billed separately upon authorization by the Village

Thank you for this opportunity to be of service to the people of the Village of East Hampton. Based on our longstanding policy with respect to municipal clients, no retainer is required. We will proceed with the effort upon receipt of your written approval, and / or purchase order in that regard. We look forward to working with you on this project.

If you have any questions or need any further information, I can be reached at 631 286 8668 ext 272 or at vcorrado@lkma.com.

Sincerely,

VINCENT A. CORRADO, PE
Associate
Louis K. McLean Associates, PC

CC: R. Steele, PE

**Inc. Village of
East Hampton DPW**

Memorandum

To: Board of Trustees

From: David Collins

Date: 12/15/23

Re: Snow removal

RESOLUTION # 174 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Members of the board,

I request that the sole response for emergency snow contractor be accepted.

See attached Bistran Materials Inc. quote.

BISTRIAN MATERIALS, INC.

SAND • STONE • FILL

175 SPRINGS-FIREPLACE ROAD
EAST HAMPTON, NEW YORK 11937
TEL. (631) 324-7950 FAX (631) 324-3571

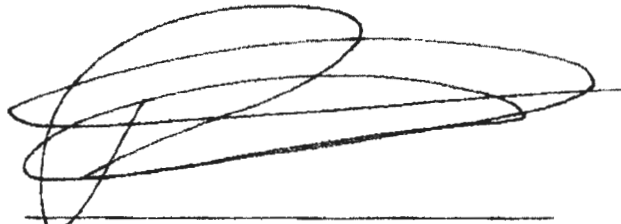
Dec 4, 2023

Village of East Hampton
172 Accabonac Road
East Hampton, NY 11937
Fax # 631-324-0566

Re: Snow Removal Rates
2023-2024

Snow Removal Rates 2023/2024 Season

Cat 980M Payloader (7.75 cy capacity)	\$ 295.00/hour
Cat 966K or 966M Payloader (6 cy capacity)	\$ 275.00/hour
Mack Dump Truck (22cy capacity)	\$ 160.00/hour



Patrick Bistran, III
President

Date 12/4/23

Village of East Hampton
Date _____

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**

December 115. 2023

RESOLUTION # 175 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Members of the Board of Trustees.

I request The Board of Trustees authorize the following vendor as our bulk salt provider..

Atlantic Salt
134 Middle St. Suite 210
Lowell, MA 01852

Vendor is available under New York State Office of General Services contract PC70130 and are on a will call basis at \$97.00 per ton.
Authorization will enable the Treasure to draft a blanket PO to streamline accounts payable.

Respectfully,

David Collins
Superintendent of Public Works



Office of General Services Procurement Services

Conning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 01800 – Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)
	Classification Code(s): 12
Award Number	: <u>23315</u> (Replaces Awards 23134, 23175, 23212 & 23248)
Contract Period	: September 1, 2023 through August 31, 2024
Bid Opening Date	: July 18, 2023
Date of Issue	: September 1, 2023 (Revised November 6, 2023)
Specification Reference	: As Incorporated In The Invitation for Bids
Contractor Information	: Appears on Page 4 & 5 of this Award

Address Inquiries To:	
Name : Jamison Ott	Procurement Services Customer Services
Title : Contract Management Specialist 1	
Office : 518-473-2663	
Cell : 518-807-1961	Phone : 518-474-6717
E-mail : OGS.sm.SST_roadsalt@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description
Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2.
These are filed requirement contracts which require the Authorized User to purchase 50% of their filed requirement.
Automatic price increase becomes effective once deliveries exceed 120% of the Authorized User's filed requirement.
There are MBE and WBE participation goals totaling 30% for certain counties on this contract. There are 0% SDVOB participation goals.

PR # 23315

SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.
See separate document **PRICING** for contact information to place NYS Contract Orders.

Contract #	Contractor Name & Address		Contract Admin	Federal ID#/ NYS Vendor ID#
PC70128	American Rock Salt Co LLC			16-1516458
	PO Box 190	Phone #:	888-762-7258	1000008297
	Mt. Morris, NY 14510	Contact:	Jamie A. McClain	
		Title:	Marketing Manager	
		Email:	Jamie.McClain@AmericanRockSalt.com	
	<i>Contractor does not accept NYS Procurement Card</i>			

Contract #	Contractor Name & Address		Contract Admin	Federal ID#/ NYS Vendor ID#
PC70129	Apalachee LLC	Toll Free #:	800-724-5037	47-2089879
SB	1423 Highland Ave	Phone #:	585-442-4131	1100213604
	Rochester, NY 14620	Contact:	Ellen Pouthier	
		Title:	VP Sales	
		Email:	Sales@ApalacheeSalt.com	
	<i>Contractor does not accept NYS Procurement Card</i>			

Contract #	Contractor Name & Address		Contract Admin	Federal ID#/ NYS Vendor ID#
PC70130	Atlantic Salt Inc	Phone #:	978-453-4911	13-2914699
	134 Middle Street, Suite 210	Contact:	Donna Capillo	1000026327
	Lowell, MA 01852	Title:	Assistant Corporate Secretary	
		Email:	DCapillo@EasternMinerals.com	
	<i>Contractor does not accept NYS Procurement Card</i>			

Contract #	Contractor Name & Address		Contract Admin	Federal ID#/ NYS Vendor ID#
PC70131	Cargill Incorporated – Salt, Road Safety			41-0117680
	24950 Country Club Blvd, Suite 450	Toll Free #:	800-600-7258	1000048669
	North Olmsted, OH 44070	Contact:	Amanda Knaus	
		Title:	District Manager	
		Email:	Salt_customer@careroadsafety@Cargill.com	
	<i>Contractor accepts NYS Procurement Card orders for up to \$50,000.</i>			

4.3.1 Storage Fees

Price per ton is not to exceed \$3.60/ton to store salt on behalf of the Authorized User from September 1, 2024 until December 31, 2024. Salt stored from January 1, 2025 and beyond will be priced per ton, per month not to exceed \$8.00/ton.

Contractor Name	Fee to store salt 9/1/2024 to 12/31/2024	Fee to store salt as of 1/1/2025
American Rock Salt Co LLC	\$3.60 per month	\$8.00 per ton/per month
Apalachee LLC	\$3.60 per month	\$3.60 per ton/per month
Atlantic Salt Inc	\$3.60 per month	\$8.00 per ton/per month
Cargill, Incorporated – Salt, Road Safety	\$3.60 per month	\$8.00 per ton/per month
Compass Minerals America Inc	\$3.60 per month	\$8.00 per ton/per month
Morton Salt Inc	\$3.60 per month	\$8.00 per ton/per month

4.3.2 Price Escalation Based on Quantities Exceeding 120% & 130% of Filed Requirement

A price escalation will be permitted when delivered quantities exceed 120%, and again at 130% of an Authorized User's filed requirement.

Contractors shall notify Authorized Users of the applicable price escalation amount at the time an order is placed (if an escalation in price for future purchases is to be applied).

A unit price increase of 10% will be allowed once quantities delivered are over 120% of an Authorized User's filed requirement. Once deliveries exceed 130% of an Authorized User's filed requirement the price increase will change to 15%.

Once the Contractor notifies the Authorized User that a price escalation is applicable, Authorized Users are allowed to solicit prices from other suppliers. If a lower price is secured, the awarded Contractor for the specific location/salt type must be given an opportunity to match or better the price offered by the other supplier offering the lower price. If the awarded Contractor will not or cannot match or better the lower offered price, Authorized Users may meet their needs from the supplier offering the lower price.

Authorized Users with multiple delivery sites (e.g. NYSDOT, NYS Thruway and County Highways) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by awarded Contractor.

Contractors will continue to deliver to all Authorized Users including up to 130% of the Authorized User's filed requirement. Failure to deliver may result in a "Buy Against" or a delivery deduction to the Contractor.

**NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)**

**Road Salt Pricing
Contract Term: September 1, 2023 - August 31, 2024**

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	SALT TYPE
23315	PC70131	SENECA	Cargill, Incorporated - Salt, Road Safety	\$59.87	Rock
23315	PC70132	ST. LAWRENCE	Compass Minerals America Inc	\$67.82	Rock
23315	PC70128	STEUBEN	American Rock Salt Company LLC	\$58.31	Rock
23315	PC70130	SUFFOLK	Atlantic Salt, Inc.	\$97.00	Rock & Solar

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 16th day of February 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 Section 278-2 B. (Residential zoning districts) and Section 278-2 D. (Commercial and Core Commercial Zoning Districts)."

RESOLUTION # 180 - 2024

INTRODUCTORY NO. 14-2023
LOCAL LAW NO. ___ - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Section 278-2 B. (Residential zoning districts) and Section 278-2 D. (Commercial and Core Commercial Zoning Districts).

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

SECTION I. Legislative Purpose and Intent. To consider prospective amendments to section 278-2 inclusive of its subsections of the Zoning Code to address the permitted and non-permitted uses specified therein.

SECTION II. Chapter 278 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):

§278-2. Zoning districts.

- B. Residential zoning districts. In any residential district, no building, structure or premises shall be used or arranged or designed to be used in any part for other than one or more of the following specified purposes:

(8) In addition to the prohibition of any uses not identified in the foregoing, all uses specified in Section 278-2 (D) (2) are likewise prohibited in all residential zones.

D. Commercial and Core Commercial Zoning Districts.

(2) Prohibited uses. The following uses are specifically prohibited in any Commercial Zoning District:

(h) nightclubs, discotheques, social clubs, or any similar establishment or any private subscription based membership club or program inconsistent with the establishments presently existing primary use.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy 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 16th day of February 2024 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 Chapter 18. Code of Ethics; §18-2 Definitions (Municipal Officer or Employee)."

RESOLUTION # 181 - 2024

INTRODUCTORY NO. 1 - 2024
LOCAL LAW NO. __ - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Chapter 18. Code of Ethics; §18-2 Definitions (Municipal Officer or Employee).

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

SECTION I. Legislative Purpose and Intent. To consider prospective amendments to § 18-2. to address the definitions specified therein.

SECTION II. Chapter 18 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):

§ 18-2. Definitions.

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

INTEREST

A direct or indirect pecuniary or material benefit accruing to a municipal officer or employee as the result of a contract with the Village of East Hampton. For the purposes of this chapter a municipal officer or employee shall be deemed to have an interest in the contract of:

- A. His or her spouse, minor children and dependents, except a contract of employment with the Village of East Hampton;
- B. A firm, partnership or association of which such officer or employee is a member or employee;
- C. A corporation of which such officer or employee is an officer, director or employee; and
- D. A corporation, any stock of which is owned or controlled directly or indirectly by such officer or employee.

MUNICIPAL OFFICER OR EMPLOYEE

An officer or employee of the Village of East Hampton, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or ~~ambulance association volunteer~~, **a volunteer member of the Village of East Hampton Department of Emergency Medical Service (EMS)**, except a chief or assistant chief. **No person shall be deemed to be a municipal officer or employee solely by reason of being or having been an ambulance association volunteer.**

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy 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 16th day of February 2024 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. 77. Beaches; Article I. Beach Regulations; §77-4 (Prohibited conduct), §77-5 (Vehicles on the beach), §77-6 (Operating a vehicle while under the influence), §77-12 (Temporary closure), §77-14 (Locker permits)."

RESOLUTION # 182 - 2024

INTRODUCTORY NO. 2 -2024
LOCAL LAW NO. __ - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Ch. 77. Beaches; Article I. Beach Regulations; §77-4 (Prohibited conduct), §77-5 (Vehicles on the beach), §77-6 (Operating a vehicle while under the influence), §77-12 (Temporary closure), §77-14 (Locker permits).

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

SECTION I. Legislative Purpose and Intent. "Whereas the Village of East Hampton seeks to update, keep current and make accurate and clear the provision of the Village Code; and Whereas in furtherance of this goal provisions of the Code should be periodically reviewed and updated as needed; and Whereas in furtherance of this goal certain local laws require amendment to: remove extraneous references to camping on private property and public parks from the unrelated "Beach Regulation" section of the code; limit the use of private vehicles on beaches; conform the outdated Village Code references to permissible blood alcohol limits to the current State limits; conform the procedures for temporary closures of beaches for public safety purposes to those used by the Town; and add references to the Department of Emergency Services where needed."

SECTION II. Chapter 77 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):

§ 77-4. Prohibited conduct.

- A. No person shall damage, deface, injure, remove, tamper with or destroy any sign, snow fencing, flagging or other property located on the beach.
- B. No person shall throw, break, cast, lay or deposit a glass bottle or pieces of crockery or glass or glassware, fish, garbage or refuse or any injurious substance of any kind or nature on any beach. All persons shall dispose of such substances as directed by law.
- C. No person shall throw, place or deposit fill, sand, gravel or any other materials, including but not limited to trees, shrubs or brush, on the beach unless properly authorized by the Trustees.
- D. No person shall erect, construct, reconstruct, enlarge or alter any structure, including but not limited to any groin, erosion control device, bulkhead, dock, pipe or other improvement whatsoever, in, on or under any beach or pond without having obtained any and all necessary permits and approvals, including those required by the Trustees.
- E. No person shall maintain a camp, trailer or other structure, whether temporary or permanent, on the beach.

- F. No person shall disturb or endanger any protected bird nesting area on the beach. As soon as the protected birds establish their annual nesting sites, the Trustees or their duly authorized agent or agents will cause each nesting site to be fenced, roped or flagged in a manner designed to alert the public that entry is prohibited. No person shall alter, move, remove or tamper with any fence, rope or flagging designating such areas. All such fencing shall be removed at the end of the nesting season.
- G. No person shall erect a fence, barricade or other impediment to vehicular and/or pedestrian traffic on the beach without the written consent of the Trustees.
- H. No person shall intentionally obstruct vehicular or pedestrian access to the beach.
- I. No person shall camp on the beaches. Specific exception may be granted by the Trustees to organizations such as Boy Scouts, Girl Scouts and other civic organizations, upon written request.
- ~~J. No person shall camp in the parks or on other public property in the Village of East Hampton. Specific exception may be granted by the East Hampton Village Board of Trustees to organizations such as Boy Scouts, Girl Scouts and other civic organizations, upon written request.~~
- ~~K. No person shall camp on private property without written permission from the owner and only in conformance with other applicable Village ordinances.~~
- L. No person shall intentionally engage in fighting or in violent, tumultuous or threatening behavior on the beach.
- M. No person shall ride, walk or otherwise allow or permit a horse, dog, cat or other animal to be in or upon a protected bird nesting area designated pursuant to § 77-4F at any time.
- N. Animals on the beach.
 - (1) No person shall ride, walk or otherwise allow or permit a dog, cat or other animal to be on or upon any beach from May 15 to September 15 of each year, between the hours of 9:00 a.m. and 6:00 p.m. At all other times during the period from May 15 to September 15 of each year, dogs must be manually restrained on a leash within areas that are within 300 feet of any road end along the Atlantic Ocean beaches.
[Amended 5-17-2013 by L.L. No. 13-2013; 11-18-2016 by L.L. No. 13-2016]
 - (2) Any individual who permits a dog upon any beach shall maintain control over said dog at all times and shall take such action as may be necessary to clean up after such animal.
- O. No person shall make unreasonable noise on the beach or permit such noise from a radio, vehicle or other instrument under his or her control.
- P. No person shall disobey the lawful directives of a lifeguard employed by the Village of East Hampton for the health, safety and welfare of the public issued in the performance of his or her duties.
- Q. Beach fires.
[Amended 12-15-2006 by L.L. No. 16-2006]
 - (1) No person shall start or maintain a beach fire less than 50 feet from any beach grass, vegetation, tent or fence or less than 100 feet from any building or permanent structure or less than 200 feet from any posted water-bird nesting colony.

- (2) No person shall maintain a fire that is greater at any time than two feet in any dimension.
- (3) All fires must be completely extinguished with as many buckets of water as is necessary. No person shall extinguish a fire or embers by covering them with sand.
- (4) No person shall leave a fire unattended. All fires shall be under constant watch.
- (5) No person shall maintain a beach fire unless a bucket of water is stationed within 10 feet of the fire.
- (6) No person shall kindle or maintain a fire if the prevailing wind velocity exceeds 15 miles per hour.
- (7) No person shall start or maintain a fire with any fuel other than firewood. The use of construction material as fuel is prohibited.
- (8) In addition to the penalties set forth in § 77-9 of this article, any duly constituted law enforcement officer as set forth in § 77-10 may require a beach fire to be extinguished when deemed dangerous due to wind conditions or size and may prohibit fires when unusually dry conditions exist or whenever other circumstances present an increased fire hazard. None of these provisions shall be construed as relieving any person who lights or maintains a fire from resulting damage to property or persons.
- (9) All fire debris, including logs and wood, shall be removed from the beach.
[Added 1-15-2010 by L.L. No. 2-2010]
- (10) All fires must be contained in a metal container.
[Added 1-15-2010 by L.L. No. 2-2010]
- (11) No beach fire shall be set, started, kindled or maintained prior to 6:00 p.m. and must be fully extinguished prior to 12:00 midnight.
[Added 10-20-2017 by L.L. No. 19-2017]

R. Alcohol on the beach.
[Added 4-16-2021 by L.L. No. 9-2021]

- (1) No person shall possess, consume, ingest, or take internally any alcoholic beverage, nor have in his possession any alcoholic beverage container which has been opened for the purpose of consuming the contents thereof, during the hours of lifeguard protection on the beach.
- (2) If there is no lifeguard stationed on the beach, then no person shall possess, consume, ingest, or take internally any alcoholic beverage, nor have in his possession any alcoholic beverage container which has been opened for the purpose of consuming the contents thereof, from 9:00 a.m. through 5:00 p.m. from May 15 to September 15 of any year.
- (3) At no time, without a special event permit specifically permitting such, shall any person possess on any beach an alcoholic beverage container which is capable of holding in excess of one gallon.

S. Alcohol, additional.
[Added 4-16-2021 by L.L. No. 9-2021]

- (1) Except as hereinafter provided, no person under the age of 21 years shall possess any alcoholic beverage on any beach, with the intent to consume such beverage.

- (2) A person under the age of 21 years may possess any alcoholic beverage on any beach with intent to consume if the alcoholic beverage is given:
 - (a) To a person who is a student in a curriculum licensed or registered by the State Education Department and the student is required to taste or imbibe alcoholic beverages in courses which are a part of the required curriculum, provided such alcoholic beverages are used only for instructional purposes during class conducted pursuant to such curriculum; or
 - (b) To the person under 21 years of age by that person's parent or guardian.
 - (3) Any person who unlawfully possesses an alcoholic beverage on any beach with intent to consume may be summoned before and examined by a court having jurisdiction of that charge; provided, however, that nothing contained herein shall authorize, or be construed to authorize, a peace officer as defined in Subdivision 33 of § 1.20 of the Criminal Procedure Law or a police officer as defined in Subdivision 34 of § 1.20 of such law to arrest a person who unlawfully possesses an alcoholic beverage with intent to consume. If a determination is made sustaining such charge, the court may impose a fine not exceeding \$50 and/or completion of an alcohol awareness program established pursuant to § 19.25 of the Mental Hygiene Law and/or an appropriate amount of community service not to exceed 30 hours.
 - (4) No such determination shall operate as a disqualification of any such person subsequently to hold public office, public employment, or as a forfeiture of any right or privilege or to receive any license granted by public authority, and no such person shall be denominated a criminal by reason of such determination, nor shall such determination be deemed a conviction.
 - (5) Whenever a peace officer, as defined in Subdivision 33 of § 1.20 of the Criminal Procedure Law, or police officer, as defined in Subdivision 34 of § 1.20 of the Criminal Procedure Law, shall observe a person under 21 years of age openly in possession of an alcoholic beverage, as defined in this chapter, on any beach, with the intent to consume such beverage in violation of this section, said officer may seize the beverage and shall deliver it to the custody of his or her department.
 - (6) Any alcoholic beverage seized in violation of this section is hereby declared a nuisance. The official to whom the beverage has been delivered shall, no earlier than three days following the return date for initial appearance on the summons, dispose of or destroy the alcoholic beverage seized or cause it to be disposed of or destroyed. Any person claiming ownership of an alcoholic beverage seized under this section may, on the initial return date of the summons or earlier on five days' notice to the official or department in possession of the beverage, apply to the court for an order preventing the destruction or disposal of the alcoholic beverage seized and ordering the return of that beverage. The court may order the beverage returned if it is determined that return of the beverage would be in the interest of justice or that the beverage was improperly seized.
- T. Smoking. No person shall smoke a cigarette, pipe, cigar or similar smoking substance or engage in any vaping activity at any beach pavilion, beach parking lot, on the beach within 300 feet of the beach road end, and/or within 20 feet of any other person on the beach.
[Added 4-16-2021 by L.L. No. 9-2021]

§ 77-5. Vehicles on the beach.

A. Requirements.

(1) No person shall operate or park a vehicle on the beach from May 15 to and including September 15 in any year, between the hours of 9:00 a.m. to 6:00 p.m. Notwithstanding the above, individuals shall be permitted to drive a vehicle on the beach between the easterly side of the Two Mile Hollow parking area to the easterly boundary of the Village at all times, provided that they shall exercise due caution when traversing through said area and provided, further, that they are in compliance with all other requirements of this article.

[Amended 11-18-2016 by L.L. No. 14-2016]

(2) No person shall operate or park a vehicle on that portion of the beach between the Hook Pond Jetty on the east and the prolongation southerly on the westerly property line of the HiTide (known as SCTM#301-13-13-12) on the west, between the hours of 6:00 p.m. and 12:00 midnight on the night of the annual East Hampton Village Fire Department fireworks display. The provisions of this subsection shall not apply to vehicles whose occupants are engaged in commercial net fishing and vehicles whose occupants are actively engaged in the fireworks display.

[Amended 7-31-2019 by L.L. No. 10-2019]

(3) No person shall operate a vehicle on the beach unless said vehicle is registered and displays a valid vehicle registration license in compliance with the Vehicle and Traffic Law of the State of New York.

(4) No person shall operate a vehicle on the beach unless said vehicle is in compliance with the provisions of the Motor Vehicle Financial Security Act as contained in Article 6 of the Vehicle and Traffic Law, requiring liability insurance or other proof of financial security.

(5) No person shall operate a vehicle on the beach unless such vehicle has been issued and displays a valid and proper East Hampton town resident beach vehicle permit issued by the East Hampton Town Clerk. Resident permits shall be issued free of charge to all residents of the Town of East Hampton who shall submit proof of residency or property ownership within the town and a valid registration in the name of the resident or property owner. Permits shall be issued to nonresidents upon payment to the Town Clerk of a nonrefundable fee of \$200. Such nonresident permits shall expire on December 31 of each year. Disabled veterans and individuals possessing a valid mobility impaired license shall be entitled to a fifty-percent discount on the cost of the permit. The Town Clerk shall inspect all applications for permits and determine the validity of the qualifications presented in accordance with the provisions of this section. The permit shall be affixed to the rear of the vehicle in the location specified by the Town Clerk and shall be placed in such location in a manner which allows the permit to be clearly visible at all times when the vehicle is in motion.

[Amended 7-31-1998 by L.L. No. 12-1998]

(6) No person shall operate a vehicle on the beach unless such vehicle is equipped with a tow rope or chain, jack and spare tire.

B. Exemptions. Operators of the following vehicles shall be exempt from the provisions of § 77-5A(1) above, provided that they shall exercise due caution when traversing through restricted bathing areas:

(1) Vehicles whose occupants are actively engaged in traditional commercial net fishing.

~~(2) Vehicles displaying a handicapped parking permit being used by a handicapped person.~~

C. Nesting areas. No person shall operate a vehicle within or upon any protected bird nesting area designated as such by the Trustees or Village Board pursuant to § 77-4F hereof at any time. A violation of the provisions of this subsection shall be punishable by a fine of not less than \$250 nor more than \$1,000 or by imprisonment for up to 15 days, or both. Upon conviction of such violation, the permission to operate a

vehicle on the beach heretofore given said person by the Trustees is hereby revoked, automatically and without recourse, for a period of one year. In the event that the violator is also the owner of the vehicle in which the offense occurred, then, in such event, the permit issued to the violator for said vehicle shall be surrendered to the court and shall be subject to removal from the vehicle by a court officer or police officer if not voluntarily surrendered. A person who operates a vehicle on the beach at a time when his permission to do so has been revoked shall be subject to prosecution for criminal trespass, as well as other applicable statutes, under the Penal Law.

- D. Access. No person operating a vehicle shall take access to the beach other than from existing access points. No person operating a vehicle shall take access to the beach by climbing over any dune, bluff or vegetation.
- E. Regulations for beach use by vehicles.
- (1) All operators of vehicles traveling along the beach shall maintain a distance of no less than 50 feet seaward of the beach grass line, if possible.
 - (2) No person shall operate a vehicle over or upon any dune, bluff or vegetation.
 - (3) No person shall utilize a vehicle on the beach for the purpose of camping or sleeping.
 - (4) No person shall operate a vehicle on the beach during the period from one-half hour after sunset to one-half hour before sunrise and at such other times as visibility for a distance of 1,000 feet ahead of such vehicle is not clear, unless such vehicle displays at least two lighted headlights on the front and two lighted lamps on the rear.
 - (5) No persons shall operate a vehicle on the beach at a speed in excess of 15 miles per hour.
 - (6) No person shall operate a vehicle in a reckless manner that endangers the safety of other persons.
 - (7) Vehicles shall travel in a single line, except when necessary to pass. In the event that a vehicle operator(s) deems it necessary and safe to pass another vehicle, he or she shall do so in a manner so that not more than two vehicles, inclusive of the vehicle to be passed, are traveling beside each other in any one direction at any time.
 - (8) No operator of a vehicle shall have the right-of-way over any person on foot.
 - (9) No person shall abandon any vehicle on the beach. A vehicle left unattended for a period of 24 hours or more shall be deemed abandoned and may be removed to an impound area designated for the placement of the same by or at the direction of any officer authorized to enforce this article at the expense of the owner thereof. The Village Board and Trustees and said enforcement officer shall not be responsible for damage to any vehicle occasioned by such removal. Upon impounding an abandoned vehicle, the officer shall make an inquiry as to the owner of the vehicle and shall notify the owner, if known, that the vehicle has been impounded and that, if unclaimed, it will be sold at public auction not less than 10 days after the date such notice was given. The owner may reclaim the vehicle after proving ownership and paying an impound fee of \$200, plus the costs of removal, plus a storage fee of \$20 per day. If a vehicle remains unclaimed for a period of 10 days from the date notice is given to the owner or if the owner cannot be found or ascertained:
 - (a) A vehicle having a value of \$750 or less may be destroyed, junked or otherwise disposed of as the officer or the Trustees see fit.

- (b) A vehicle having a value in excess of \$750 shall be disposed of at a public auction to the highest bidder. The proceeds from the sale of such vehicle, less the impound fee, costs of removal, storage fee and costs of sale, shall be held by the Trustees, without interest, for the benefit of the owner of such vehicle for a period of one year. If not claimed within said one-year period, such proceeds shall be paid into the general fund of the Trustees.
- (10) Notwithstanding any provision herein contained to the contrary, no person shall operate a motorcycle, hovercraft, snowmobile, all-terrain vehicle or similar vehicle designed for off-road travel on the beach.
- (11) The provisions of this § 77-5 shall not apply to vehicles operated by the police, fire and rescue services, the dory rescue squad, East Hampton Town Bay Constable, an East Hampton Town Harbor Master, an East Hampton Town Dog Control Officer or other emergency vehicles while actually in the performance of their duties.

§ 77-6. Operating a vehicle while under the influence of alcohol or drugs prohibited.

A. Prohibited conduct.

- (1) No person shall operate a vehicle on the beach while such person's ability is impaired by the consumption of alcohol.
- (2) No person shall operate a vehicle on the beach while such person has ~~0.10~~ .08 of 1% or more by weight of alcohol in his or her blood as shown by chemical analysis of such person's blood, breath, urine or saliva, made pursuant to the provisions of § 1194 of the Vehicle and Traffic Law.
- (3) No person shall operate a motor vehicle on the beach while in an intoxicated condition.
- (4) No person shall operate a vehicle on the beach while his ability to operate such vehicle is impaired by the use of a drug, as defined in the Vehicle and Traffic Law.

B. Sanctions.

- (1) A violation of Subsection A(1) above shall be punishable by a fine of not less than \$100 nor more than \$250 or by imprisonment for up to 15 days, or both. Upon conviction of such violation, the violator's permission to operate a vehicle on the beach is hereby revoked, automatically and without recourse, for a period of one year.
- (2) A violation of Subsection A(2), (3) or (4) above shall be punishable by a fine of not less than \$250 nor more than \$500 or by imprisonment for up to 15 days, or both. Upon conviction of such violation, the violator's permission to operate a vehicle on the beach is hereby revoked, automatically and without recourse, for a period of two years.
- (3) A person who operates a vehicle in violation of any provision of Subsection A, after having been convicted of a violation of any provision of Subsection A within the preceding 10 years, shall be punished by a fine of not less than \$350 nor more than \$500 or by imprisonment for up to 15 days, or both. Upon conviction of such violation, the violator's permission to operate a vehicle on the beach is hereby revoked, automatically and without recourse, for a period of five years.

- (4) In addition to the penalties set forth herein in Subsection B(1), (2) and (3), in the event that the violator is also the owner of the vehicle in which the offense occurred, then, in such an event, the permit issued to the violator for said vehicle shall be surrendered to the court and shall be subject to removal from the vehicle by a court officer or police officer if not voluntarily surrendered.
- (5) No person shall operate a vehicle on the beach at a time when his or her permission to do so has been revoked. Violation of this provision shall be subject to a fine of not less than \$500 nor more than \$1,000 and imprisonment for a period of not more than 15 days, or both.

C. Chemical tests.

- (1) Any person who operates a vehicle on the beach shall be deemed to have given consent to a chemical test of one or more of the following: breath, blood, urine or saliva, for the purpose of determining the alcohol and/or drug content of the blood, provided that:
 - (a) Such test is administered by or at the direction of a police officer, with respect to a chemical test of breath, urine or saliva, or at the direction of a police officer, with respect to a chemical test of blood;
 - (b) The police officer has reasonable grounds, as such term is defined in § 1194 of the Vehicle and Traffic Law, to believe such person to have been operating in violation of any provision of § 77-6A of this article; and
 - (c) The test is administered within two hours after the person has been lawfully arrested for such violation, in accordance with the procedures set forth in § 1194 of the Vehicle and Traffic Law.
- (2) A person arrested for a violation of any provision of § 77-6A of this article shall be advised by the arresting officer that he or she may refuse to submit to the chemical test and that, as a result of such refusal, his or her permission to operate a vehicle on the beach will be revoked immediately and automatically for a period of two years.
- (3) If a person who has been lawfully arrested for a violation of any provision of § 77-6A of this article and who has received the warning provided in Subsection C(2) hereof shall refuse to submit to a chemical test, the permission to operate a vehicle on the beach heretofore given said person by the Trustees is hereby revoked, automatically and without recourse, for a period of two years, regardless of whether the person is convicted of a violation of any provision of Subsection A above, and shall not be restored thereafter without the written approval of the Trustees.
- (4) In addition to the penalties set forth herein in Subsection C(1), (2) and (3), in the event that the violator is also the owner of the vehicle in which the offense occurred, then, in such an event, the permit issued to the violator for said vehicle shall be surrendered to the court and shall be subject to removal from the vehicle by a court officer or police officer if not voluntarily surrendered.
- (5) Chemical test results shall be accorded the same treatment and effect as provided in § 1195 of the Vehicle and Traffic Law.

77-12. Temporary closure.

- A. The Trustees have the right to temporarily close or restrict any beach or portion thereof at any time if deemed appropriate and necessary. The Trustees shall advise the Village Board of their decision to order any closure in a manner deemed reasonable under the circumstances, but failure to do so shall not affect the validity of such closure or restriction.
- B. **The Village Board, at the request of the East Hampton Village Police Chief has the right to temporarily close or restrict any beach or portion thereof at any time if deemed appropriate and necessary for public safety purposes. The Village Board shall advise the Trustees of any such closure in a manner deemed reasonable under the circumstances, but failure to do so shall not affect the validity of such closure or restriction.**

§ 77-14. Locker permits.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

NONRESIDENT

Any individual who does not meet the definition of a resident.

RESIDENT

Any individual who:

[Amended 4-19-2002 by L.L. No. 10-2002]

- (1) Is registered to vote in Village elections; or
- (2) Owns property in the Village, including a shareholder in a housing cooperative located in the Village; or
- (3) Is a volunteer or exempt member of the East Hampton Fire Department or the **East Hampton Village Department of Emergency Medical Service (EMS), ~~Ambulance Association serving the Village of East Hampton~~ or an ambulance association member who was exempt as of April 30, 2023.**

B. Permits for the use of the lockers located inside the Main Beach Pavilion shall be issued on a seasonal basis, as follows:

- (1) The Board of Trustees shall, by resolution, establish the fees to be charged for the use of the lockers, based on the respective size of the lockers.
- (2) Residents. Village residents who have had the use of a locker or a locker permit during the previous season shall be given first opportunity to obtain a permit for the same locker during the following season. In addition, the Village Clerk shall, on a continuing basis, maintain a list of Village residents who did not have the use of a locker during the previous season, but wish to obtain a locker permit for the following season. The list shall retain the order in which residents have signed up for a locker. Upon payment of the applicable fee and upon the submission of proof of Village residency, the Village Clerk shall issue a seasonal locker permit to those residents who had lockers the previous season, and then, on a first-come-first-served basis, to any Village resident desiring the use of a locker.

- (3) Nonresidents. The Village Clerk shall, on a continuing basis, maintain a list of nonresidents who wish to obtain a locker permit for the following season. If there are any vacant lockers remaining upon June 15 of each year, permits for those lockers will be issued to nonresidents based upon a lottery drawing.
- (4) One sticker only, entitling the vehicle to which the sticker is affixed to park in Lot #1, the lot immediately adjacent to the Main Beach Pavilion, shall be issued with each locker permit. Nonresident locker permit-holders shall pay the fee required under § 267-5C of this Code for the sticker. The sticker must be affixed to a vehicle which is owned or leased by the locker permit-holder or a resident of the same premises in which the permit-holder resides.
- (5) Locker permits and Lot #1 parking stickers are nontransferable and nonassignable.
- (6) The contents of all lockers must be removed no later than September 15 of each year.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy 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 16th day of February 2024 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. 267. Vehicles and Traffic; Article I. General Regulations; §267-5 (Beach parking), §267-7 (Parking time limited in designated locations)."

RESOLUTION # 183 - 2024

INTRODUCTORY NO. 3 -2024
LOCAL LAW NO. ___ - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Ch. 267. Vehicles and Traffic; Article I. General Regulations; §267-5 (Beach parking), §267-7 (Parking time limited in designated locations)."

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

SECTION I. Legislative Purpose and Intent. Whereas the Village of East Hampton seeks to update, keep current and make accurate and clear the provision of the Village Code; and Whereas in furtherance of this goal provisions of the Code should be periodically reviewed and updated as needed; and Whereas in furtherance of this goal certain local laws require amendment to: update parking regulations at village lots including Lot 1 at Main Beach and the Lot attendant to Village Hall to promote access to parking; and add references to the Department of Emergency Services where needed.

SECTION II. Chapter 267 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):

§ 267-5. Beach parking.
[Added 4-19-1968]

A. No person shall park a motor vehicle in any of the following locations:

- (1) On both sides of Two Mile Hollow Road, from the intersection of Further Lane and Two Mile Hollow Road in a southerly direction to the authorized-sticker parking area located at the southerly end of Two Mile Hollow Road, and on Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean.
- (2) On both sides of Old Beach Lane, from the intersection of Further Lane and Old Beach Lane in a southerly direction to the authorized-sticker parking area located at the southerly end of Old Beach Lane, and on Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean.
- (3) On both sides of Highway Behind the Pond, from the authorized-sticker parking area 1,100 feet in a northerly direction, and on Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean.

- (4) On both sides of Apaquogue Road, from the authorized-sticker parking area in a northerly and northwesterly direction to the intersection of West End Road and Apaquogue Road, and on Apaquogue Road where it adjoins and terminates at the beach of the Atlantic Ocean.
- (5) On both sides of Lily Pond Lane, from the intersection of Apaquogue Road and Lily Pond Lane 300 feet in an easterly and northeasterly direction.

B. No person shall park, except with a permit visibly displayed on a motor vehicle, from May 15 to September 15 of each year, at the following locations as designated for parking purposes:
[Amended 7-30-1971; 5-18-1979 by L.L. No. 16-1979; 2-15-2002 by L.L. No. 2-2002; 11-21-2008 by L.L. No. 12-2008]

- (1) Beginning at the westerly side of Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Two Mile Hollow Road 400 feet to a point; running thence in an easterly direction 200 feet to the easterly side of Two Mile Hollow Road; running thence in a southerly direction along the easterly side of Two Mile Hollow Road 400 feet; running thence in a westerly direction along the Atlantic Beach 200 feet to the point or place of beginning.
- (2) Beginning at the westerly side of Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Old Beach Lane 200 feet to a point; running thence in an easterly direction to the easterly side of Old Beach Lane; running thence in a southerly direction along the easterly side of Old Beach Lane 200 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (3) Beginning at the westerly side of Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Highway Behind the Pond 400 feet to a point; running thence in an easterly direction to the easterly side of Highway Behind the Pond; running thence in a southerly direction along the easterly side of Highway Behind the Pond 400 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (4) Beginning at the westerly side of Apaquogue Road where it adjoins and terminates at the beach of the Atlantic Ocean; running thence in a northerly direction along the westerly side of Apaquogue Road 300 feet to a point; running thence in an easterly direction to the easterly side of Apaquogue Road; running thence in a southerly direction along the easterly side of Apaquogue Road 300 feet; running thence in a westerly direction along the Atlantic Beach to the point or place of beginning.
- (5) From a point on the westerly side of Ocean Avenue, said point marking the division line between premises of Bayberry on the north and the Main Beach of the Incorporated Village of East Hampton on the south, and running thence southerly along said westerly side of Ocean Avenue, and including the parking area behind the Main Beach Pavilion, a distance of approximately 433 feet to the beach of the Atlantic Ocean, running thence easterly along said beach of the Atlantic Ocean a distance of approximately 108 feet to the easterly side of Ocean Avenue, running thence northerly along the easterly side of Ocean Avenue a distance of 796 feet to a point, and including the Village-owned parking lot adjoining the easterly side of said Ocean Avenue.
- (6) No person shall park in the parking area behind (adjacent to) the Main Beach Pavilion (sometimes referred to as "Lot No. 1") between the hours of 9:00 a.m. and 1:00 p.m. except with a parking permit issued pursuant to Chapter 77, Article II, visibly displayed on the motor vehicle. ~~Vehicles authorized to~~

~~utilize designated handicapped parking spaces and which have a resident permit, nonresident permit, or Lot 1 permit are exempt from this provision.~~

[Amended 5-21-2021 by L.L. No. 14-2021]

- (7) No person shall park in the parking area behind (adjacent to) the Main Beach Pavilion (sometimes referred to as "Lot No. 1") between the hours of 1:00 p.m. and ~~65:00~~ 6:00 p.m. except with a parking permit issued pursuant to Chapter 77, Article II, or a resident parking permit issued pursuant to § 267-5C. ~~Vehicles authorized to utilize designated handicapped parking spaces and which have a resident permit, nonresident permit, or Lot 1 permit are exempt from this provision.~~

[Amended 5-21-2021 by L.L. No. 14-2021]

C. Parking permits.

[Amended 3-21-1969; 2-16-1979 by L.L. No. 1-1979; 3-16-1979 by L.L. No. 2-1979; 1-18-1980 by L.L. No. 1-1980; 7-31-1986 by L.L. No. 10-1986; 2-15-2002 by L.L. No. 2-2002; 11-18-2005 by L.L. No. 21-2005; 11-17-2006 by L.L. No. 13-2006; 1-2-2007 by L.L. No. 1-2007]

- (1) Parking permits at the rate of one per car, valid for one calendar year, shall be issued by the Village Clerk to residents owning or leasing a motor vehicle (including individuals who enjoy the exclusive use of one corporate or partnership vehicle) without charge, and to all others at a purchase price per calendar year which shall, from time to time, be fixed by resolution of the Board of Trustees. No individual shall, without an appropriate parking permit visibly displayed on and affixed to the rear driver's side window, park a motor vehicle in any of the above designated areas. All parking permits shall be nontransferable. The following individuals may qualify for resident beach parking permits upon submission of proof of resident status, as required below:

- (a) Individuals who own property in the Village and/or who are residential shareholders in a housing cooperative, or individuals related by blood or marriage to residential property owners. An affidavit signed and notarized by the residential property owner attesting to the relationship and attesting that the relative is currently residing at the property owner's Village residence is required.

[Amended 8-16-2013 by L.L. No. 18-2013; 11-18-2016 by L.L. No. 15-2016^[1]]

[1] *Editor's Note: This local law also repealed former Subsection B, Domestic employees residing in the Village with property owners, and redesignated former Subsections C and D as B and C, respectively.*

- (b) Tenants renting a Village residential property on a year-round basis. Tenant must provide a year-round lease and any three of the following proofs of residency:

[1] Registration to vote in Village elections.

[2] Driver's license with address matching address of rental property on lease.

[3] Automobile registration with address matching address of rental property on lease.

[4] Utility bill (i.e., electric, telephone, cable, water company) with address matching address of rental property on lease.

[5] W-2 or income tax return with address matching address of rental property on lease.

- (c) Nonresident volunteer, **active** and exempt members of the East Hampton Fire Department **and of the East Hampton Village Department of Emergency Medical Service (EMS), as well as Ambulance Association members who were exempt as of April 30, 2023,** and lifeguards that are East Hampton Village Ocean Rescue members (limited to one resident parking permit for one family vehicle).

[Amended 1-15-2021 by L.L. No. 3-2021]

- (2) Any qualified individual owning or leasing a different motor vehicle during the season, in requesting the issuance of an additional or replacement nonresident permit or permits without charge, shall be entitled to same only upon the surrender of the scraped-off permit number or numbers from the permit for that different motor vehicle.
- (3) The number of annual full-season parking permits issued to individuals who do not qualify under Subsection C(1)(a) or (b) shall not exceed 3,100 permits per year, effective January 1, 2017.
[Amended 11-16-2012 by L.L. No. 25-2012; 11-18-2016 by L.L. No. 15-2016; 4-16-2021 by L.L. No. 7-2021]
- (4) Half-season parking permits shall be issued rather than monthly parking permits to those individuals who do not qualify under Subsection C(1)(a) or (b) above. The number of half-season parking permits shall not exceed: 750 permits for the period of May 15 to and including July 31; and 750 permits for the period of August 1 to and including September 15, effective immediately. The half-season permit fee shall, from time to time, be fixed by resolution of the Board of Trustees.
[Added 4-16-2021 by L.L. No. 7-2021; amended 4-28-2023 by L.L. No. 7-2023]

D. Limited daily parking available by fee for non-permit holders. Daily parking is available on a limited basis for individuals not possessing a beach parking permit at a daily fee which shall, from time to time, be fixed by resolution of the Board of Trustees. Daily parking is available at the following beaches:
[Added 11-17-2006 by L.L. No. 14-2006; amended 5-20-2011 by L.L. No. 5-2011; 12-16-2011 by L.L. No. 10-2011; 11-16-2012 by L.L. No. 25-2012; 11-18-2016 by L.L. No. 15-2016; 4-16-2021 by L.L. No. 6-2021]

- (1) Main Beach; Village-owned parking lot adjoining the easterly side of Ocean Avenue.
- (2) Two Mile Hollow Beach parking lot.

§ 267-7. Parking time limited in designated locations.

[Amended 6-17-1955; 6-28-1963; 3-20-1964; 7-30-1971; 12-16-1977 by L.L. No. 18-1977; 4-20-1979 by L.L. No. 5-1979; 4-20-1979 by L.L. No. 6-1979; 4-20-1979 by L.L. No. 7-1979; 7-13-1984 by L.L. No. 18-1984; 11-15-1985 by L.L. No. 13-1985; 11-15-1985 by L.L. No. 21-1985; 7-31-1987 by L.L. No. 12-1987; 7-31-1987 by L.L. No. 13-1987; 10-18-1991 by L.L. No. 16-1991; 7-31-1992 by L.L. No. 14-1992; 3-19-1993 by L.L. No. 2-1993; 3-19-1993 by L.L. No. 3-1993; 3-19-1993 by L.L. No. 4-1993]

A. Except for designated handicapped parking spaces, which are governed by § 267-7B, the parking of vehicles in any of the following locations for longer than stated hereinafter is hereby prohibited. Where parking limits are applicable only between specified hours, unlimited parking is permitted at all other times, except as set forth in § 267-2 or elsewhere in this chapter. At the expiration of any timed parking listed herein, a parked vehicle must move a minimum of 20 feet in any direction in order to restart a new time period, except in any Village parking lot said vehicle must physically exit and reenter a lot to start a new parking period.

[Amended 2-19-2016 by L.L. No. 1-2016; 2-19-2016 by L.L. No. 2-2016; 4-16-2021 by L.L. No. 6-2021]

(1) ^[2]On the westerly side of North Main Street for the distance between a point beginning 25 linear feet south of the intersection of North Main Street and Talmage Lane and continuing southerly for a distance of 100 linear feet to another point, between the hours of 7:30 a.m. and 7:30 p.m. for a period of time in excess of one hour.

[Added 2-19-2016 by L.L. No. 2-2016]

[1]Editor's Note: Original Subsection A(1), pertaining to parking on Main Street, was repealed 7-6-1995 by L.L. No. 22-1995.

(2) On the north side of Newtown Lane, from its intersection with the westerly side of Main Street, running in a northwesterly direction to the intersection with easterly side of Osborne Lane, and on the south side of Newtown Lane, from its intersection with the westerly side of Main Street, running in a northwesterly direction to its intersection with the southerly side of Railroad Avenue 155 feet to the end of the existing gutter curbing, daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.

[Amended 10-15-1993 by L.L. No. 21-1993; 4-19-1996 by L.L. No. 10-1996; 2-19-1999 by L.L. No. 3-1999; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007; 1-15-2021 by L.L. No. 2-2021]

(3) On the northerly side of Fithian Lane, from the westerly corner of Bohack's building for a distance of 250 feet in an easterly direction for a period in excess of one hour.

(4) ^[2]At the Village-owned premises at 8 Osborne Lane for a period of time in excess of 23 hours, except for the five parking spaces (excludes the handicap space) closest to Osborne Lane on the southerly row of the parking lot, which between the hours of 8:00 a.m. and 6:00 p.m. for a period in excess of three hours.

[Added 12-21-2018 by L.L. No. 1-2019]

[2]Editor's Note: Former Subsection A(4), regarding Ocean Avenue, was redesignated as Subsection A(26) 8-22-2008 by L.L. No. 8-2008.

(5) No vehicle, truck or car shall be permitted to stand backed to the curb for the unloading or loading of merchandise except while actually being loaded or unloaded and except between the hours of 7:00 a.m. and 10:00 a.m. and then for no longer period than is required for such loading or unloading.

(6) On the northwesterly side of North Main Street between Talmage Lane and Cedar Street and on the southeasterly side of North Main Street from the boundary line between Residence District (Zone) C and the Commercial District (Zone) to the intersection of the southeasterly side of North Main Street and the westerly side of Cross Highway, between the hours of 7:30 a.m. and 7:30 p.m. for a period of time in excess of one hour.

(7) On the westerly side of James Lane beginning at a point 775 feet from the intersection of Mill Road running southerly for a distance of 410 feet for a period in excess of 30 minutes between the hours of 9:00 a.m. and 6:00 p.m. from May 15 to and including September 30.

[Amended 11-19-1999 by L.L. No. 13-1999; 1-15-2021 by L.L. No. 2-2021]

(8) On the easterly side of James Lane from the intersection of the northerly side of Maidstone Lane with the easterly side of James Lane northerly approximately 760 feet to the intersection of the easterly side of James Lane with the southerly side of Dunemere Lane for a period in excess of two hours, between the hours of 9:00 a.m. and 6:00 p.m.^[3]

[3]Editor's Note: Original Subsection A(9), which immediately followed this subsection and provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 12-1994. See now Art. V.

(9) On the east side of Main Street beginning at a point 129 feet south from the southeasterly intersection of Davids Lane and Main Street southerly for a distance of 73 feet for a period in excess of one hour between the hours of 8:00 a.m. and 7:00 p.m. daily.^[4]

[Added 7-6-1995 by L.L. No. 23-1995; amended 6-15-2001 by L.L. No. 8-2001; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007]

[4]Editor's Note: Original Subsection A(10), which immediately followed this subsection and provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 13-1994. See now Art. V.

(10) On the southerly side of Newtown Lane, from the intersection of the westerly side of the entrance to the Robert G. Reutershan Parking Lot with said southerly side of Newtown Lane, running thence westerly for a distance of 240 feet for a period in excess of one hour between the hours of 8:00 a.m. and 7:00 p.m. daily.
[Added 6-15-2001 by L.L. No. 7-2001; amended 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 4-15-2005 by L.L. No. 9-2005; 5-18-2007 by L.L. No. 4-2007]

(11) On the north side of Newtown Lane between Sherrill Road and Conklin Terrace and from a point 20 feet west of Conklin Terrace westerly for a distance of 300 feet for a period in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.^[5]
[Added 8-15-2014 by L.L. No. 15-2014]
[5]Editor's Note: Original Subsection A(11), which provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 14-1994. See now Art. V.

(12) On the easterly side of James Lane from the northeasterly corner of the Hedges Inn premises in a southwesterly direction approximately 355 feet to the intersection of the easterly side of James Lane and northeasterly side of Ocean Avenue for a period of time in excess of 15 minutes.

(13) On the westerly side of North Main Street, between the northerly side of the entrance of the Schenck Parking Lot and a point 700 feet northerly thereof as measured along said westerly side of North Main Street, daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.
[Amended 4-19-1996 by L.L. No. 11-1996; 2-19-1999 by L.L. No. 3-1999; 3-15-2002 by L.L. No. 8-2002; 2-20-2004 by L.L. No. 1-2004; 5-18-2007 by L.L. No. 4-2007]

(14) (Reserved)^[6]
[6]Editor's Note: Former Subsection A(14), which provided regulations for North Main Street, as amended, was repealed 9-15-2017 by L.L. No. 14-2017.

(15) ^[7]On the north side of Davids Lane beginning at a point 410 feet east of the intersection of Main Street and Davids Lane and extending a distance of 1060 feet, and on the south side of Davids Lane beginning at a point 462 feet east of the intersection of Main Street and Davids Lane and extending a distance of 1026 feet, for a period of one hour between the hours of 9:00 a.m. and 6:00 p.m. Monday through Saturday and between the hours of 12:00 noon and 6:00 p.m. on Sunday.
[Added 4-17-2009 by L.L. No. 6-2009]
[7]Editor's Note: Original Subsection A(15), which provided regulations for Railroad Avenue, was repealed 4-15-1994 by L.L. No. 15-1994. See now Art. V.

(16) On both sides of Davids Lane beginning at a point 40 feet east of the intersection of Main Street and Davids Lane and extending a distance of 370 feet east on the north side, and extending a distance of 422 feet east on the south side, for a period of two hours between the hours of 9:00 a.m. and 6:00 p.m. Monday through Saturday and between the hours of 12:00 noon and 6:00 p.m. on Sunday.
[Amended 4-17-2009 by L.L. No. 6-2009]

(17) In that portion of the Lumber Lane Parking Lot (sometimes referred to as Lot 1) lying southwesterly of Pleasant Lane, subject to the requirements of a parking fee as set forth in Article IX herein.
[Amended 7-30-1993 by L.L. No. 12-1993]

(18) On the south side of Gay Lane beginning at the intersection of the southerly side of Montauk Highway (Route 27), and extending to the intersection of Egypt Lane and on the north side of Gay Lane beginning at the intersection of the southerly side of Montauk Highway (Route 27) easterly 242 feet for a period of time in excess of one hour between the hours of 10:00 a.m. and 5:00 p.m.
[Added 6-18-1993 by L.L. No. 7-1993; amended 8-20-1993 by L.L. No. 15-1993; 6-15-2007 by L.L. No. 7-2007]

(19) In that portion of the Lumber Lane Parking Lot (sometimes referred to as Lot 2) lying southeasterly of Pleasant Lane for a period of time in excess of 24 hours.
[Added 7-30-1993 by L.L. No. 11-1993]

(20) On the south side of Gingerbread Lane Extension beginning at a point 20 feet west of The Learning Center driveway and extending to a point 240 feet west for a period of one hour between the hours of 9:00 a.m. and 6:00 p.m.
[Added 3-21-1997 by L.L. No. 3-1997]

(21) On the north side of Pantigo Road beginning at a point 60 feet east of the northeasterly intersection of Methodist Lane and Pantigo Road, easterly for a distance of 370 feet for a period of time in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.^[8]

[Added 6-15-2012 by L.L. No. 15-2012]

[8]Editor's Note: Original Subsection A(21), regarding Fithian Lane, added 11-19-1999 by L.L. No. 11-1999, was repealed 4-20-2000 by L.L. No. 4-2000.

(22) On the north side of Gingerbread Lane Extension beginning at the intersection of Lumber Lane and Gingerbread Lane Extension and extending to a point 365 feet west for a period of two hours between the hours of 8:00 a.m. and 6:00 p.m.

[Added 12-17-1999 by L.L. No. 17-1999]

(23) On the east side of Park Place beginning at a point 210 feet from the intersection of Main Street and Park Place and extending north for a distance of 465 feet and on the north side of Park Place beginning at a point 180 feet from the intersection of Park Place and Newtown Lane extending east 265 feet for a period of time in excess of 30 minutes, during the period from May 15 to and including December 31.

[Added 5-1-2003 by L.L. No. 4-2003; 2-20-2004 by L.L. No. 1-2004]

(24) On the east side of Methodist Lane beginning at a point 30 feet from the intersection of Pantigo Road and extending north for a distance of 77 feet and beginning at a point 131 feet from the intersection of Methodist Lane and Pantigo Road for a distance of 335 feet for a period of time in excess of two hours between the hours of 8:00 a.m. and 7:00 p.m.

[Added 9-19-2003 by L.L. No. 11-2003; amended 6-15-2012 by L.L. No. 16-2012]

(25) On the westerly side of the Circle (south entrance), beginning on the westerly portion of The Circle that is 68 feet east of the intersection of Main Street and the Circle and running 120 feet east, for a period of time in excess of one hour.

[Added 7-30-2004 by L.L. No. 11-2004]

(26) On Ocean Avenue where it adjoins and terminates at the beach of the Atlantic Ocean (Main Beach), for a period in excess of 15 minutes.

[Amended 8-22-2008 by L.L. No. 8-2008]

(27) On Apaquogue Road/Lily Pond Lane Road where it adjoins and terminates at the beach of the Atlantic Ocean (Georgica Beach), for a period in excess of 15 minutes.

[Added 8-22-2008 by L.L. No. 8-2008]

(28) On Highway Behind the Pond where it adjoins and terminates at the beach of the Atlantic Ocean (Wiborg Beach), for a period in excess of 15 minutes.

[Added 8-22-2008 by L.L. No. 8-2008]

(29) On Old Beach Lane where it adjoins and terminates at the beach of the Atlantic Ocean (Egypt Beach), for a period in excess of 15 minutes.

[Added 8-22-2008 by L.L. No. 8-2008]

(30) On Two Mile Hollow Road where it adjoins and terminates at the beach of the Atlantic Ocean (Two Mile Hollow Beach), for a period in excess of 15 minutes.

[Added 8-22-2008 by L.L. No. 8-2008]

(31) On the south side of Pantigo Road beginning at a point 30 feet east from the intersection of Pantigo Road and Gay Lane and extending east for a distance of 150 feet for a period of time not in excess of 30 minutes between the hours of 9:00 a.m. and 7:00 p.m.

[Added 6-15-2012 by L.L. No. 19-2012]

(32) At the Village-owned premises at 88 Newtown Lane between the hours of 8:00 a.m. and 6:00 p.m., Monday through and including Friday, shall be limited to those on official Village business, including Village of East Hampton employees.

[Added 2-19-2016 by L.L. No. 1-2016; amended 11-15-2019 by L.L. No. 13-2019; 2-19-2021 by L.L. No. 5-2021]

(33) Robert G. Reutershan, Barnes Schenck, 66 Main Street and 73 North Main Street Parking Lots.

[Added 4-15-2016 by L.L. No. 7-2016]

(a) In the Robert G. Reutershan Parking Lot and the Barnes Schenck Parking Lot, for a period of time in excess of three hours between the hours of 10:00 a.m. and 6:00 p.m. every day during the period from May 15 to and including December 31, subject to the requirements of a parking fee as set forth in Article XI herein, and for a period of time in excess of three hours on Fridays, Saturdays, federal holidays and only those Sundays that precede a Monday federal holiday during the period from January 1 to May 14. Active ~~Volunteer~~ members of the East Hampton Fire Department, active volunteer members of the East Hampton Village Department of Emergency Medical Service (EMS), ~~volunteer members of the East Hampton Village Ambulance Association~~ and active volunteer members of the East Hampton Volunteer Ocean Rescue who work in the central business district and who have applied to the Village Clerk for permits and obtained and place such permits on their cars shall be exempt from the provisions of this section.

(b) In the Barnes Schenck Parking Lot during the period from May 1 to and including December 31, parking in the five spaces beginning 21 feet east of the intersection of Barnes Lane and the entrance to the Schenck Parking Lot running for a distances of 45 feet along the southerly side of the parking lot shall be limited to not more than 30 minutes.

~~(c) The parking lot located at 66 Main Street, during the period from May 1 to and including December 31, between the hours of 8:00 a.m. and 6:00 p.m., for a period of time in excess of one hour. Employees at 66 Main Street who display a permit issued by the Village Clerk on their vehicles shall be exempt from the provisions of this section. The Village Clerk is authorized to issue not more than 15 such permits.~~

~~(d)~~(c) In the parking lot located at 73 North Main Street (SCTM No. 301-04-01-10.1) daily between the hours of 8:00 a.m. and 9:00 p.m. for a period of time in excess of two hours.^[9] Village Employees parking at the 73 North Main Street lot who display a permit issued by the Village Clerk on their vehicles shall be exempt from the provision of this section. The Village Clerk is authorized to issue not more than 15 such permits.

^[9]Editor's Note: Former Subsection A(33)(d), regarding parking receipts, was repealed 12-18-2020 by L.L. No. 6-2020.

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 16th day of February 2024 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 proposed local law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks)."

RESOLUTION # 184 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

INTRODUCTORY NO. 4 -2024

LOCAL LAW NO. __ - 2024

A Local Law amending Ch. 278. Zoning; §278-1 (Definitions; nonconforming buildings) and §278-3 (Accessory building and structure design requirements and wetland setbacks), and §278-3 A (Wetland setbacks)."

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

SECTION I. Board of Trustees seeks to update certain provisions in the zoning code to provide for greater clarity in applying the zoning regulations, revise the setback requirements on flag lots, and to permit recreation rooms within detached garages. As development projects become more elaborate and unique in design, the Village Board of Trustees finds that revisions to the definition of Coverage are required to provide for more clarity in the code to ensure the calculation is properly applied and that the proper amount of green space is provided on residential and non-residential properties. The current setback requirements for Flag Lots requires property owners to select a random property line as being designated a front yard whereas the purpose of a front yard setback requirement is to create a uniform appearance of buildings along streets. Since buildings on a flag lot do not directly abut a street, the Board of Trustees seeks to change the code to eliminate the front yard setback requirement. The Board of Trustees seeks to amend certain provisions of the Zoning Code to permit recreation rooms within detached garage buildings. Village residents have sought to allow spaces within detached garages to be used for recreational rooms and home office spaces, which demand has increased since the Covid-19 pandemic. These proposed code provisions will permit the use of some finished space within garages for said uses, while still maintaining the building's primary use as a garage for the storage of vehicles and home items, and imposes certain restrictions to ensure the finished spaces are not habitable and contain no sleeping quarters. The

SECTION II. Chapter 278 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):

§ 278-1. Definitions; nonconforming buildings.

A. Definitions. For the purpose of this chapter, certain words and terms shall have the following meanings:

COVERAGE – ~~On~~ **On** all residential ~~districts~~ **properties**, that percentage of lot area covered by the ground floor area of all buildings **and roofed structures** sited thereon, together with all other structures. ~~On~~ **On** all other ~~districts~~ **properties**, that percentage of lot area covered by the ground floor of all buildings sited thereon, together with all other structures, including pavements and impermeable surfaces except for walkways located on the property which are available and open to the public and which connect public areas. **Buildings and roofed structures shall be measured to the furthest extent of the roof as projected downward to the ground, except that cornices, eaves, and gutters projecting not more than 24 inches from the exterior walls shall be excluded,**

(34) On the east side of Pleasant Lane for the distance between a point beginning 30 linear feet south of the curblineline and Newtown Lane and continuing southerly for a distance of 76 linear feet to another point, between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of one hour.
[Added 1-20-2017 by L.L. No. 1-2017]

(35) On the north side of Newtown Lane, from the intersection with the westerly side of Osborne Lane running in a northwesterly direction to land of the Long Island Railroad Company daily between the hours of 8:00 a.m. and 7:00 p.m. for a period of time in excess of two hours.
[Added 1-15-2021 by L.L. No. 2-2021]

(36) Beginning from a point 137 feet south from the northwest corner of Lumber Lane at the intersection of Railroad Avenue running along the western side 360 feet south, subject to the requirements of a parking fee as set forth in Article IX herein.

(37) On the west side of Race Lane, from a point 195 feet south of the intersection of Railroad Avenue, to a point south 145 feet to the entrance of No. 31 Race Lane, daily between the hours of 9:00 a.m. to 6:00 p.m. for a period of time in excess of 30 minutes.
[Added 1-21-2022 by L.L. No. 1-2022]

B. The parking of vehicles in any designated handicapped parking space in excess of three hours is hereby prohibited.
[Amended 6-21-2002 by L.L. No. 13-2002; 2-20-2004 by L.L. No. 1-2004; 8-17-2007 by L.L. No. 17-2007]

C. Signs shall be erected and maintained in each of said blocks or locations designating the provisions of this section.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy Village Clerk

LOT LINE, FRONT – A street right-of-way line at the front of a lot, ~~except that in the case of a flag-shaped lot, the front lot line shall be any one of the internal lines designated by the owner, which designation, once made, shall be permanent.~~ No lot shall have less than 20 feet on a public road or street, and at no point shall said lot be less than 20 feet in width.

YARD, SIDE – The area of any lot with a building which lies between the nearest portion of the building and the side lot line of the lot, extending through from the front yard, or from the front lot line where no front yard exists, to the rear yard or to the rear lot line where no rear yard exists. **Flat lots have side yards abutting each lot line.**

§ 278-3

D. Accessory building and structure design requirements.

(1) The maximum gross floor area of all accessory buildings on a lot shall not exceed 2% of the lot area plus 200 square feet.

~~(1) (2) No accessory building shall contain more than one room on any level or story or, except for a garage or an accessory building permitted pursuant to §278-2B(7)(d), §278-2B(7)(e) and (3) and (4) below, exceed 250 square feet in gross floor area.~~

(3) No accessory building shall exceed 250 square feet of gross floor area except for a garage or an accessory building permitted pursuant to §278-2B(7)(d) and §278-2B(7)(e).

~~(2) (4) Pool house design requirements:~~

~~(a) A pool house or any portion of an accessory structure dedicated to such use shall not exceed 250 square feet of gross floor area.~~

~~(b) (a) Interior plumbing fixtures shall be limited to a sink plus one powder room.~~

~~(c) (b) Pool houses shall not contain indoor showers, nor shall any pool house contain cooking or sleeping facilities.~~

(d) All plumbing fixtures shall drain to a sanitary system in an approved conforming location.

~~(e) Pool houses shall not be insulated and/or heated, nor shall any pool house contain cooking or sleeping facilities.~~

~~(4) (3) Detached garage design requirements:~~

(a) No habitable space, toilet, shower or bathtub shall be permitted inside a garage on any level.

(b) No plumbing of any kind shall be permitted on the second floor over a garage.

(c) A garage shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.

~~(3) (4) Detached garage containing a pool house or recreation room design requirements:~~

A ~~ground level~~ pool house and a recreation room may be attached to an existing or proposed garage or located within a preexisting accessory structure in excess of 250 square feet of gross floor area when the following criteria are met:

(a) ~~The preexisting accessory structure or the garage~~ **building shall** conform with the required setbacks of §278-3A(5)(c) and those of Chapter 101, Coastal Erosion Areas; Chapter 124, Preservation of Dunes; and Chapter 163, Freshwater Wetlands.

(b) A pool house shall be located at ground level of the building and comply with the requirements of §278-3. D. 4.

(c) A recreation room shall be located on the second story of the building.

(d) Interior plumbing associated with a recreation room shall be limited to a sink plus one powder room.

(e) A recreation room shall not contain indoor showers, nor shall any recreation room contain cooking or sleeping facilities.

~~(b) There is no proposed enlargement of the preexisting accessory structure, unless the preexisting accessory structure is used solely as a garage with or without storage areas.~~

~~(c)~~ **(f) The portion of the structure garage to be utilized as a pool house or recreation room is restricted to said use and there shall be no internal passages into the garage portion of building.**

~~(d)~~ **(g) The remaining portion of the preexisting accessory building is used as a garage portion of the building shall be restricted to use as defined in §278-1. or storage area and conforms with the building and fire codes. and shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.**

~~(e)~~ **(h) The property owner shall file a declaration of compliance Covenants and Restrictions with this subsection and shall authorize an annual inspection by the Code Enforcement Officer on 24 hours' notice.**

~~(4) Garage design requirements:~~

~~(a) No habitable space, toilet, shower or bathtub shall be permitted inside a garage on any level.~~

~~(b) No plumbing of any kind shall be permitted on the second floor over a garage.~~

~~(c) A garage shall be accessible by an improved driveway, designed and capable for use for the storage of motor vehicles owned and regularly used by or on behalf of the owner or tenant of the lot.~~

~~(5) No pedestrian walkway, as defined in this chapter, shall be located within 10 feet of a swimming pool, nor shall it be designed or intended to be used as a patio, deck or similar accessory structure.~~

~~(6) No accessory building or accessory structure shall exceed 14 feet in height, except a garage, which shall not exceed the following height limitations or the height limitations under §278-3B(2), whichever is less.~~

~~(a) On lots of less than 10,000 square feet, a garage shall not exceed 16 feet in height.~~

~~(b) On lots greater than 10,000 square feet, but not more than 20,000 square feet, a garage shall not exceed 18 feet in height.~~

(c) On lots of more than 20,000 square feet, a garage shall not exceed 20 feet in height.

~~(7) The maximum gross floor area of all accessory buildings on a lot shall not exceed 2% of the lot area plus 200 square feet.~~

278-3 A.

(8) ~~Freshwater wetland~~ Wetland setbacks. Except for docks, none of the following structures or activities shall be located within the following distances of the landward edge of any ~~freshwater wetland~~ (See Chapter 163 of this Code for additional requirements):

Structure or Activity	Distance (feet)
Building	150
Septic or Discharge System	200
Clearing of land, landscaping or Fertilization	125

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy 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 16th day of February 2024 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. 163 Freshwater Wetlands."

INTRODUCTORY NO. 5 -2024
LOCAL LAW NO. __ - 2024

RESOLUTION # 185 - 2024

JAN 19 2024

A Local Law amending Ch. 163 Freshwater Wetlands

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. Legislative Purpose and Intent. The Board of Trustees seeks to modify Chapter 163 by adding a definition of Man-Made Wetland. The chapter contains references to the term "Man-Made Wetland" but contains no definition supporting those references. This code provision will add a definition of Man-Made Wetland.

SECTION II. Chapter 163 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):

Chapter 163. ~~Freshwater~~ Wetlands (Remove "Freshwater" from chapter title)

§ 163-2. Definitions. Add Definition of Man-made Wetland.

MAN-MADE WETLAND OR POND– Artificial lined ponds of less than one acre in size which do not penetrate into the groundwater table.

SETBACKS – Except for coastal erosion structures (sea walls, revetments, bulkheads, gabions) and docks, the nominal standard of 150 feet for setting back structures and buildings from the landward edge of any wetland, and 200 feet for setting back any septic or discharge system from the landward edge of any wetland, and 125 feet for setting back any clearing of land, landscaping and fertilizing from the landward edge of any wetland.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy Village Clerk



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Chief Michael Tracey Separation Payout – December 15, 2023
DATE: January 12, 2024
FROM: Captain Jeffrey Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

RESOLUTION # 189 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Retroactively approve the December 15, 2023 payout of \$88,102.00 (87.5 Sick Days) to Chief Tracey per Separation Agreement with the Village of East Hampton. (From EBLR)

cc: Mayor Larsen
Susan Steckowski, Payroll

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 16th day of February 2024 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 proposed local law amending Ch. 225. Property Maintenance and Nuisance Abatement; §225-2 (Exterior maintenance)."

RESOLUTION # 186 - 2024

INTRODUCTORY NO. 6 -2024
LOCAL LAW NO. ___ - 2024

JAN 19 2024
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending Ch. 225. Property Maintenance and Nuisance Abatement; §225-2 (Exterior maintenance)."

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

SECTION I. Legislative Purpose and Intent. To maintain stormwater runoff on subject properties.

SECTION II. Chapter 225 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):

§ 225-2 Exterior maintenance

- A. Surface and subsurface water shall be drained to prevent damage to buildings and structures and to prevent development of stagnant waters. Gutters, culverts, catch basins, drain basins, drain inlets, screenwriter sewers and sanitary sewers or other satisfactory drainage systems shall be provided and utilized. In no case shall ~~the water from any rain leader~~ be allowed to flow ~~over the sidewalk of~~ onto any adjoining property or street right-of-way.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy 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 16th day of February 2024 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 Local Law amending the Code of the Village of East Hampton, § 267-8 (Vehicles & Traffic; One-way streets and driveways) to designate LaForest Lane as a one-way street-south."

RESOLUTION # 187 - 2024

INTRODUCTORY NO. 7 -2024
LOCAL LAW NO. __ - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

A Local Law amending § 267-8 (Vehicles & Traffic; One-way streets and driveways)

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

SECTION I. Chapter 267 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):

§ 267-8. One-way streets and driveways.

A. One-way streets and driveways designated.

(11) LaForest Lane is hereby designated as a one-way street, and no person shall operate a motor or motorcycle or any other vehicle upon said LaForest Lane except in the direction south.

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
Inc. Village of East Hampton
GABRIELLE MCKAY
Deputy Village Clerk



**EAST HAMPTON VILLAGE
POLICE DEPARTMENT**

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



SUBJECT: Chief Michael Tracey Accumulated Time
DATE: January 12, 2024
FROM: Captain Jeffrey Erickson, Acting Chief of Police
TO: Marcos Baladron, Village Administrator

RESOLUTION # 190 - 2024

JAN 19 2024

**VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES**

Chief Tracey's retirement date is February 29, 2024, and per his Separation Agreement with the Village he is to receive the following payout on February 15, 2024.

	<u>Current</u>
Holidays:	14 days
Vacation Days:	25 days
XDO Days:	21 days
Sick Time:	175 days

TOTAL DAYS: 235 Days @ \$ 1,006.88 (per diem rate)

Total Payout: \$ 236,616.80

cc: Mayor Larsen
Susan Steckowski, Payroll

EAST HAMPTON FIRE DEPARTMENT

Chief Duane Forrester
1st Assistant Christopher M. Hatch
2nd Assistant

January 15, 2024

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

RESOLUTION # 192 - 2024

JAN 19 2024

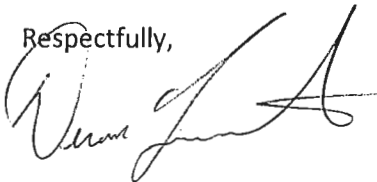
VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Mayor Larsen and Board of Trustees;

Attached you will find copy of the applications for new Fire Department members; Edison Collado and Jeremy Kasma both for Engine CO. 5. I respectfully request that the Board of Trustees accept and approve these members at the January 19,2024 meeting.

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

Respectfully,



Duane Forrester
Chief Engineer
East Hampton Fire Department

EAST HAMPTON FIRE DEPARTMENT

Chief Duane Forrester
1st Assistant Christopher M. Hatch
2nd Assistant

January 16, 2024

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

Mayor Larsen and Board of Trustees;

Attached you will find copy of the application for new Fire Department member; Louis Trapp Hose Co. 3. I respectfully request that the Board of Trustees accept and approve these members at the January 19, 2024 meeting.

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

Respectfully,



Duane Forrester
Chief Engineer
East Hampton Fire Department

Memorandum

To: Marcos Baladon

From: David Collins

Date: 12/10/23

Re: Downs

RESOLUTION # 193 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

Following up on our conversation with Darrin Downs regarding his Longevity and Health insurance.

Darrin took a job with another agency on February 5, 2017, for 3 weeks and then asked to return to the Village DPW. The administrator at the time penalized him for one year of longevity and required him to pay into health insurance as a new employee. His approval to return was approved at the board meeting March 20th 2017.

I feel the decision to penalize him for three weeks was arbitrary and the village should reverse the administrator's decision making his hire date 08/20/2007 thus adjusting his longevity and absolving him from paying into insurance going forward.

**Inc. Village of
East Hampton DPW**

Memorandum

To: Marcos Baladon

From: David Collins

Date: 12/10/23

Re: Downs

RESOLUTION # 194 - 2024

JAN 19 2024

VILLAGE OF EAST HAMPTON
BOARD OF TRUSTEES

Marcos,

Following up on our conversation with Darrin Downs regarding his Longevity and Health insurance.

Darrin took a job with another agency on February 5, 2017, for 3 weeks and then asked to return to the Village DPW. The administrator at the time penalized him for one year of longevity and required him to pay into health insurance as a new employee. His approval to return was approved at the board meeting March 20th 2017.

I feel the decision to penalize him for three weeks was arbitrary and the village should reverse the administrator's decision making his hire date 08/20/2007 thus adjusting his longevity and absolving him from paying into insurance going forward.