



# Village of Southampton

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July 28, 2022 - 1:00 PM

## **Call to Order:** Board of Trustees Special Meeting

## **Present:**

## **Pledge of Allegiance:**

## **Public Comment:**

1. The Village of Southampton's Board of Trustees Meeting will be taking place as a Hybrid In-Person/ ZOOM meeting.

The meeting will be held at Southampton Village Hall located at 23 Main Street, Southampton, NY and will be live streamed and a transcript will be provided at a later date.

To join the Board Meeting via Zoom, you must register in advance to:  
[mayoroffice@southamptonvillage.org](mailto:mayoroffice@southamptonvillage.org)

To view the meeting LIVE go to:  
<https://www.youtube.com/channel/UCwDidTdhkHXbspR0hkoxH4g>

There is no Public Comment during Work Sessions.

## **Suggested Resolutions:**

1. RESOLVED, the Board of Trustees of the Incorporated Village of Southampton authorizes the Village Clerk to Publish the Notice of Public Hearing to be held on Thursday, August 11, 2022 at 6:00pm as a Hybrid/In Person Zoom Meeting regarding the request to amend Chapter 116 of the Village Code pertaining to the height restrictions on retaining walls.
2. RESOLVED, the Board of Trustees authorizes the Village Clerk to issue a Request for Proposal for interested parties to operate Coopers Concession for the summer seasons of 2023-2025.
3. RESOLVED, the Board of Trustees authorizes Preservation Studios LLC for a Reconnaissance Level Survey Report related to the (HARPB) Historic Architectural Review and Historic Board's recommendation to perform the historic structures survey as part of the \$10,000 reimbursement grant the village received from New York State  
AND BE IT FURTHER,  
RESOLVED, authorizes the Mayor to sign the agreement with Preservation Studios LLC for said services.
4. RESOLVED, the Board of Trustees of the Incorporated Village of Southampton authorizes the Village

Clerk to Publish the Notice of Public Hearing to be held on Thursday, August 11, 2022 at 6:00pm as a Hybrid/In Person Zoom Meeting regarding the request to add Chapter 44, Contractor Licensing.

**Comments from Board Members:**

**Motion to Adjourn to Executive Session**

**Return to Public Session:**

**Resolutions, if any:**

**Motion to Adjourn:**

## Village of Southampton

### Proposed Local Law \_\_\_ of the Year 2022

A Local Law amending Chapter 116 – Zoning of the Village Code of the Incorporated Village of Southampton as follows:

Be it enacted by the Board of Trustees of the Incorporated Village of Southampton, New York as follows:

New Language (**Bold Underlined**), Deleted Language (~~**Bold**~~)

#### Section 1. Amending Chapter 116-2 by adding the following:

**RETAINING WALL: A wall for holding a mass of earth in place, and constructed to resist the lateral pressure of soil, when there is a desired change in ground elevation that exceeds the angle of repose of the soil.**

#### Section 2. Amending Chapter 116-12 as follows:

##### § 116-12 Height regulations.

- A. Nothing herein contained shall restrict the height of the following architectural and structural features:
- (1) On any public or semipublic building, a spire, cupola, dome, belfry or clock tower.
  - (2) Flagpole, chimney flue, elevator or stair bulkhead, water tank, stage tower or scenery loft as accessory facilities to permitted or special exception uses in a given district.
  - (3) Barns, silos or similar farm structures in districts where agriculture is a permitted use.
  - (4) Radio or television tower, transmission line or tower or similar structure (including a wireless facility) necessary as a public service facility only after approval as a special exception use by the Board of Appeals. **[Amended 2-23-2016 by L.L. No. 1-2016]**
- B. No building or structure erected pursuant to Subsection A above to a height in excess of the height limit for the district in which it is situated shall:
- (1) Have a lot coverage in excess of 10% of the lot area.
  - (2) Be used for residence or tenancy purposes.
  - (3) Have any sign, nameplate display or advertising device of any kind whatsoever inscribed upon or attached to such building or structure.
- C. No private radio or television antenna, mast or tower shall exceed the maximum permitted height prescribed for the district in which such proposed structure is located.
- D. Natural grade. **[Added 4-22-1986 by L.L. No. 2-1986; amended 8-13-2015 by L.L. No. 5-2015]**
- (1) The existing natural grade of a lot shall not be changed on any part of the lot, except as permitted under the terms and conditions of a building permit.
  - (2) Where the natural grade of a lot is permitted to be changed under the terms and conditions of a building permit, such terms and conditions may impose reasonable restrictions and limitations for

the purpose of minimizing any adverse impact on the neighborhood or community.

**E. Pyramid Law in certain residence districts. [Added 9-23-2003 by L.L. No. 7-2003; amended 12-14-2017 by L.L. No. 8-2017]**

- (1) In the MF-20, MF-25, R-7.5, R-12.5, R-20, R-40, R-60, R-80 and R-120 Residence Districts, all buildings and structures (except chimneys, flagpoles, church spires and decorative railings) must remain inside the sky plane of the lot.
- (2) In the case of lots other than flagpole lots in the R-7.5, R-12.5 and R-20 Residence Districts, the sky plane shall begin at the front and rear lot lines at the average elevation of the existing natural grade, shall begin at the side lot lines five feet above the average elevation of the existing natural grade, and shall extend to the building or structure at an angle of 45°.
- (3) In the case of flagpole lots and lots in the MF-20, MF-25, R-40, R-60, R-80 and R-120 Residence Districts, the sky plane shall begin at the front, rear and side lot lines at the average elevation of the existing natural grade and shall extend to the building or structure at an angle of 45°.
- (4) The average elevation of the existing natural grade shall be certified by a licensed surveyor.
- (5) An illustration showing a typical sky plane is included at the end of this chapter.
- (6) Notwithstanding any language in this Pyramid Law (Subsection E), the maximum height limitation set forth in the Table of Dimensional Regulations shall not be exceeded.
- (7) Notwithstanding any provision in this Pyramid Law (Subsection E) to the contrary, in the case of a lawfully existing (existing as of the effective date of this Pyramid Law) one-family dwelling having a height in excess of the height limitation imposed by this Pyramid Law, the height of any addition or improvement thereto may exceed the height limitation imposed by this Pyramid Law, provided that the height of such addition or improvement does not exceed the maximum height limitation set forth in the Table of Dimensional Regulations, and provided that the height of such addition or improvement does not exceed the height of the highest point of the roof of such existing one-family dwelling.

**F. Height in certain residence districts. [Added 7-21-2015 by L.L. No. 4-2015; amended 5-21-2019 by L.L. No. 6-2019]**

- (1) Except as otherwise hereinafter provided, the maximum height in feet for all structures within all one-family residence districts (the R-120, R-80, R-60, R-40, R-20, R-12.5 and R-7.5 Residence Districts) and the MF-20 Multifamily Residence District shall be based on the lot area of the lot and shall be as set forth in the following table:

Lot Area (square feet)	Maximum Height (feet)
Less than 20,000	30
20,000 or greater but less than 40,000	33
40,000 or greater	35

- (2) Notwithstanding the foregoing, the maximum height in feet for any residential building with a roof

pitch flatter than 7/12 (i.e., seven inches of rise for every 12 inches of run) over greater than 5% of the total roof area shall be seven feet less than the maximum height set forth in the above table. For the purposes of this section, a roof over an unenclosed porch or entryway shall not be considered as part of the roof area.

G. Measurement of height of certain elevated buildings. **[Added 8-13-2015 by L.L. No. 5-2015]**

- (1) As used herein, the term "elevated building" shall mean a building elevated pursuant to the elevation requirements of Chapter 62 (the Village Flood Damage Prevention Code).
- (2) Notwithstanding the provision in the definition of height of a building (see § 116-2B) to the effect that the height of a building be measured from the average elevation of the finished grade along the side of the building fronting on the nearest street, in the case of an elevated building, the height of such elevated building shall be measured from the elevation above the applicable base flood elevation (the base flood elevation applicable to such elevated building pursuant to Chapter 62). **[Amended by LL#1 2-2022]**
- (3) In the case of an elevated building, the terms and conditions of a building permit for such elevated building may require that the natural grade of the lot be increased vertically for the purpose of minimizing any adverse impact on the neighborhood or community.
- (4) **Height of Building**  
For residences in FEMA Special Flood Hazard Areas (SFHA), the vertical distance from the FEMA Flood Zone's Base Flood Elevation (BFE) to the highest point of a roofed structure. On "narrow" lots that are 20,000 square feet or more, overall building height is limited to BFE plus 32 feet. On "narrow" lots that are less than 20,000 square feet, overall building height is limited to BFE plus 30 feet. **[Added by Local Law #1; 2-2022]**
- (5) **Narrow Lot**  
A lot within a FEMA Special Flood Hazard Area that is less than 175 feet wide at the required front yard setback. **[Added by Local Law #1; 2-2022]**

H. Pyramid Law for certain elevated buildings. **[Added 8-13-2015 by L.L. No. 5-2015]**

- (1) As used herein, the term "elevated building" shall mean a building elevated pursuant to the elevation requirements of Chapter 62 (the Village Flood Damage Prevention Code).
- (2) The sky plane requirements hereinafter set forth shall be applicable to elevated buildings.
- (3) The front yard sky plane shall begin at a line parallel to and situate 40 feet from the front lot line at the elevation equivalent to the applicable base flood elevation (to wit, the front yard sky plane shall be measured from and along the applicable base flood elevation with the fulcrum offset 40 feet from the front lot line) and shall extend to the building at an angle of 33°.
- (4) The side yard sky plane shall begin at the side lot lines at the elevation five feet above the applicable base flood elevation (to wit, the side yard sky plane shall be measured from and along the elevation five feet above the applicable base flood elevation with the fulcrum offset at the side lot lines) and

shall extend to the building at an angle of 33°.

- (5) An elevated building must remain inside the front yard and side yard sky planes, except for the following permitted encroachments:
  - (a) Cornices and eaves up to 24 inches on first floor roof only.
  - (b) Cornices and eaves up to 12 inches on second-floor roof and half-story roof only.
  - (c) Roof feature. Dormers (gable, hip, shed, barrel style) shall be limited to no greater than eight feet wide each, no taller than six feet of vertical encroachment, and shall not be within the same vertical plane as the exterior wall below by at least a two-foot offset (breaking of plane requires offset, not interruptions). Ridge of dormers shall be at least 12 inches lower vertically than the primary roof structure it is a feature upon.
- (6) The height of an elevated building shall not exceed the height limitations imposed by this Pyramid Law (Subsection H). The height of an elevated building shall not exceed the maximum height limitations imposed by other applicable dimensional regulations of this chapter.

I. Retaining Walls [**Added by Local Law#1 2-2022**]

**For the purpose of this section and for the purpose of establishing maximum height, retaining walls do not include walls supporting subsurface features including but not limited to stairwells, window wells, below grade driveways, or sunken tennis courts. Retaining walls regulated under this section are those which result in a change in the grade of a property as compared to the natural grade (see §116-2 Definitions). This section does not apply to walls utilized for landscape design features which do not change the profile of the property (see §116-18 for dimensional restrictions relating to “walls”).**

- (1) No retaining walls **shall be located** within the first 20 feet of any property line.
- (2) No retaining ~~walls higher than 3 feet of exposed plane~~ **wall shall result in a change in grade of more than 3 feet.**
- (3) No retaining walls shall be less than 15 feet offset from one another.
- (4) Retaining walls ~~for any use must conform~~ **be designed by a licensed professional engineer to proper engineering standards.**
- (5) If retaining walls are used to provide adequate area and coverage for drywells and sanitary system, the design professional shall illustrate the full system profile and identify the soil scour effect on the system, where applicable.
- (6) In no instance shall the increase in grade, created using retaining walls/fill, exceed the required BFE for the structure to comply with FEMA construction standards.**
- (7) Between retaining walls, a gradual change in grade not exceeding a 20% slope in any location is permitted. This applies between retaining walls and foundation of the structure. This allowance for gradual change in elevation shall not apply to the area located between the property line and a retaining wall (for which the placement of fill is prohibited even for exceptions, if approved per §116-12 I. (8)).**
- (8) Exception. Where a retaining wall cannot meet the standards contained in 116-12 (I) (1, 2, 3, 5 and 7) to accommodate proper installation of an Innovative/Alternative wastewater treatment system (“sanitary system”), a special permit from the Village Board of Zoning Appeals will be required with referral to the Village Engineer to evaluate and approve the proposal.**
  - a. In review of such application, the applicant must demonstrate that the proposed grading will result in the minimum deviation from the standards necessary to meet the requirements pursuant to the most recent Suffolk County Department of Health Services guidelines document entitled “Standards for Approval of Plans and Construction for Sewage Disposal Systems for Single-Family Residences”. Plans must**

provide sufficient information to demonstrate that the change in grade will not result in an increase in flooding impacts to neighboring properties.

b. To apply for review under this section, the applicant shall be required to submit the following:

- i. Application form
- ii. Survey prepared by a licensed surveyor including recent test hole information for the area proximate to the proposed sanitary system, FEMA flood plain and minimum BFE.
- iii. Proposed site plan prepared by a licensed professional showing location of proposed improvements, proposed sanitary system, and including cross section showing details of the system, area of fill, depth to groundwater, proposed retaining wall(s), proposed elevation, and changes in grade.
- iv. Plans and details for proposed retaining wall(s) prepared by a licensed professional engineer.
- v. Drainage calculations and proposed drainage plan/details.

**Section 3. Authority.** The proposed local law is enacted pursuant to Municipal Home Rule Law §§10(1)(i), and 10(1)(ii)(a)(12).

**Section 4. 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 5. SEQRA.** The Board hereby deems this local law to be a Type II action pursuant to NY SEQRA.

**Section 6. Effective Date.** This local law shall take effect upon filing with the Secretary of State.

Aye

Nay

Mayor Warren

Trustee Stevenson

Trustee Arresta

Trustee Brown

Trustee Manger

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Charlene Kagel-Betts – Village Clerk



## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made as of July 22, 2022 between *Preservation Studios LLC*, having a mailing address at 170 Florida Street, Buffalo, NY 14208 (“Consultant”), and *Village of Southampton* having a mailing address at 116 Hampton Road Southampton, NY 11968 (“Client”).

Client desires to retain Consultant as an independent contractor to provide the services described in Exhibit A (the “Services”). Consultant is willing to provide those services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services: Consultant agrees to provide to Client the Services, on the terms and conditions contained in this Agreement. If the Services will be provided by the Consultant in phases, Client must approve, and pay for, each phase of the Services upon completion by Consultant before Consultant will be required to commence the next phase.
2. Changes to Services: If Client desires to change the Services, Client will provide to Consultant a written description of any desired changes (the “Change Order”). Within 10 days of Consultant’s receipt of the Change Order, Consultant will, if necessary, propose an amendment to this Agreement incorporating the terms of the Change Order. Consultant will not be required to perform any services included in the Change Order until such amendment is fully executed.
3. Termination: Upon completion of the Services by Consultant to the reasonable satisfaction of Client, and payment in full of the Fee, as defined below, by the Client, this Agreement will automatically terminate. Notwithstanding the foregoing, either party may terminate this Agreement upon 10 days prior written notice to the other. Upon such termination, Client will pay to Consultant any accrued but unpaid portion of the Fee and any unpaid expenses incurred by Consultant with respect to the Services. Upon termination of this Agreement and payment by Client of any outstanding portions of the Fees and expenses, neither party will have any further liability hereunder after the date of such termination.
4. Payment of Fees; Retainer: In consideration for Consultant providing the Services, Client will pay to Consultant a fee as described in Exhibit A (the “Fee”). Client’s payment of the Fee, or any portion thereof, will be deemed evidence of Client’s satisfaction with, and acceptance of, the portion of the Services to which such payment relates. All invoices are due and payable upon presentation. Amounts not paid within 30 days of the invoice date will be subject to service charges of 1.33% per month (16% per year).





5. Reimbursement for Costs: In addition to the Fee, Client agrees to reimburse Consultant for reasonable out-of-pocket expenses incurred by Consultant with respect to the Services. Consultant reserves the right to require the Client to approve any expenses that exceed \$50 and Consultant will not be required to pay any expenses from the Retainer. Specific expenses enumerated below.

6. Nature of Consultant: Client agrees and acknowledges that:

a. Consultant is, and at all times will remain, an independent contractor and is not an employee of Client; and

b. Consultant has disclosed that its principals are not licensed to practice the profession of architecture, as defined under the New York Education Law. Client further acknowledges and agrees that Client will not require Consultant to provide, and Consultant will not provide, any service relating to the safeguarding of life, health, property or public welfare, or that may otherwise be reasonably characterized as the practice of the profession of architecture.

7. Ownership of Intellectual Property; License: The parties agree that Client owns all right, title and interest in and to all intellectual property created by Consultant with respect to the Services (collectively, the "Materials"). Notwithstanding the foregoing, Client hereby grants to Consultant an unlimited, perpetual and irrevocable license to reproduce and use the Materials for any purpose without Client's consent. In consideration of such license, Consultant agrees, to the extent reasonably possible, to preserve the confidentiality of any portion of the Materials deemed in writing by Client to be confidential in nature.

8. Indemnification; Limitation of Liability: Consultant agrees to indemnify Client for damages incurred by Client as a result of Consultant's negligence or intentional misconduct. Notwithstanding the foregoing, Consultant's liability under this Agreement is limited to the amount of the Fee that has been paid to Consultant at the time Client's claim arises and Consultant agrees to accept such amount as liquidated damages under this Agreement. Client hereby waives the right to collect consequential damages in excess of such liquidated damages.

9. Miscellaneous: This Agreement may not be amended or otherwise modified, except in writing by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings related hereto.



**PRESERVATION**  
STUDIOS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

PRESERVATION STUDIOS LLC

By: \_\_\_\_\_  
Name: Derek R King II  
Title: Principal

VILLAGE OF SOUTHAMPTON

By: \_\_\_\_\_  
Name:  
Title:



**PRESERVATION  
STUDIOS**

**EXHIBIT A**

Village of Southampton Survey ("Property")

A. Reconnaissance Level Survey

Services will include:

Upon receipt of notice to proceed from Client, preparation and submission of a Recon Level Survey Report ("Survey"), including:

- Survey of approximately 900 properties
- Description of proposed districts/boundary expansions
- Annotated Building List of NRE properties
- Statement of Significance
- Boundary Description and Justification
- Recommendations for Individual and Historic District National Register Nominations.
- Submission of draft and final Recon-Level Survey Reports
- Submission of property information to CRIS for individually eligible properties.
- Survey report will state the scope and objectives of the project and the techniques used to create the final product.
- Facilitate community involvement and participation through public meetings and outreach.
- All material, shipping, or equipment expenses required to complete the above other than those enumerated below.

Estimated Project Timeline

Kickoff meeting	Week 1
Survey	Weeks 2-12
Survey documentation	Weeks 2-12
Survey Draft preparation	Weeks 12-20
Survey Draft Revisions	Weeks 20-24
Final Survey Submission	Week 24-26
Community Meetings	Various

Total time: 26 weeks



### Payment of Fees

For Services A - E, Client agrees to pay a fee of \$20,000, payable as follows:

- 15% upon execution of this Agreement prior to kickoff meeting
- 30% upon completion of windshield survey and other fieldwork
- 35% prior to submission of draft Survey Report and CRIS documentation
- 15% upon submission of final Survey Report
- 5% upon completion of all public meetings completion of summary meeting.

Fees do not include out-of-pocket expenses incurred by Consultant, specifically:

- **UP TO \$750.00 FOR AIRFARE AND CAR RENTAL FOR UP TO TWO (2) EMPLOYEES TO TRAVEL TO AND FROM SOUTHAMPTON FOR FIELDWORK**
- **UP TO \$750.00 FOR HOTEL ROOMS FOR TWO EMPLOYEES FOR UP-TO-THREE (3) NIGHTS FOR FIELDWORK**
- **UP TO \$750 PER STAFF MEMBER, PER ADDITIONAL TRIP REQUESTED AFTER THE COMPLETION OF THE FIELDWORK.**

## Chapter 44 Contractor Licensing

### § 44-1 Definitions.

### § 44-2 License required.

### § 44-3 Penalties for offenses.

### § 44-4 When effective.

### § 44-1 Definitions.

#### § 44-1 Definitions.

. Wherever employed in this chapter, the following terms shall have the meanings indicated:

#### HOME IMPROVEMENT

Any repair, remodeling, alteration, conversion, modernization, improvement or addition to residential property; and includes, but is not limited to, alarm systems, awnings, basements, bathrooms, cabinets, carpentry, central vacuum cleaners, cesspools, dormers, driveways, extensions, exterminating, fencing, flagpoles, flooring, fumigation, garages, heating, ventilating, air conditioning, kitchens, masonry, railings, roofing, septic tanks, siding, sprinklers, storms and screens, swimming pools, tennis courts, termite control, tile installation, waterproofing and weatherproofing; but shall not include:

A. The construction of a new home or work done by a contractor in compliance with a guaranty of completion on new residential property.

B. The sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation or application of the goods.

C. Improvements to residences owned or controlled by any government subdivision.

D. The painting or decorating of residential property.

E. The landscaping of residential property.

F. Any home improvement where the aggregate contract price for all labor, materials and other items is less than \$500. This exclusion does not apply where the work is only part of a larger or major operation, whether undertaken by the same or a different home improvement contractor, or in which a division of the operation is made in contracts of amounts less than \$500 for the purpose of evading this chapter or otherwise.

#### HOME IMPROVEMENT CONTRACT

An oral or written agreement between a home improvement contractor and an owner, for the performance of a home improvement; and includes all labor, services and materials to be furnished and performed thereunder.

#### HOME IMPROVEMENT CONTRACTOR

A person who conducts or engages in a home improvement business or who performs or undertakes or agrees to perform or undertake a home improvement.

#### OWNER

Any owner of residential property, any tenant or any other person who orders, contracts for or purchases the services of a home improvement contractor, or the person entitled to performance of the work of a home improvement contract or pursuant to a home improvement contract.

PERSON

An individual, firm, partnership, corporation or other entity, except:

A. An individual who performs labor or services for a licensed home improvement contractor for wages or salary.

B. A member or partner of a firm, partnership or other entity which is a licensed home improvement contractor, who performs labor or services for such licensed home improvement contractor.

C. A stockholder or officer of a corporation which is a licensed home improvement contractor, who performs labor or services for such licensed home improvement contractor.

D. A plumber, electrician, architect, professional engineer or other person who is required by state law to attain standards of competency or experience as a prerequisite to engaging in such craft or profession and who is acting exclusively within the scope of the craft or profession for which he is currently licensed.

PLACE OF BUSINESS

Any shop, residence, place or premises from which a home improvement business is transacted.

RESIDENTIAL PROPERTY

One- or two-family houses and property associated therewith.

§ 44-2 License required.

No person shall engage in any home improvement business, have or maintain any place of business as a home improvement contractor, or solicit, enter into or perform any home improvement contract relating to premises situate in the Town of Southampton without first obtaining and maintaining in effect a license therefor issued in accordance with Local Law No. 1 of 1975 of the Town of Southampton and any amendments thereto.

§ 44-3 Penalties for offenses.

A. Any person who shall conduct or engage in any home improvement business, have or maintain any place of business as a home improvement contractor, or solicit, enter into or perform any home improvement contract without having obtained the license required by this chapter or while such license has been suspended or revoked by the issuing authority shall be guilty of a violation of this chapter and, upon conviction, shall be punishable by a fine not exceeding \$250 or by imprisonment for not more than 15 days, or both, for each and every such violation.

B. Each and every home improvement contract solicited, entered into, undertaken or performed by a home improvement contractor without his having obtained or having maintained in effect a license therefor shall be deemed a separate violation of this chapter.