



ADOPTED: December 11, 2023

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**TRUSTEE RESOLUTION #2023-36**

**RESOLUTION ADOPTING NEW POLICIES FOR THE CONTINUED MANAGEMENT AND MONITORING OF ALL DOCKS IN TRUSTEE WATERS RESULTING FROM THE TRUSTEES' COMPREHENSIVE DOCK INVENTORY.**

The following resolution was offered by: Francis J. Bock

**WHEREAS**, the Trustees of the Freeholders and Commonalty of the Town of East Hampton are the owners in fee title of numerous bottomlands located in the Town of East Hampton, including, but not limited to, Wainscott Pond, Georgica Pond, Napeague Harbor, Fresh Pond, Hook Pond, Accabonac Creek and Harbor, Pussy's Pond, Hog Creek, Three Mile Harbor, Duck Creek, Hands Creek, Alewife Brook, Northwest Creek, and Little Northwest Creek, and;

**WHEREAS**, as fee title owners of said bottomland, which the Trustees hold in trust for the public, the Trustees have the inherent authority to regulate the construction, placement, management and monitoring of all docks, catwalks, floating docks, floating structures, and platforms, henceforth known as docks, in these waters, and;

**WHEREAS**, in 2021, the Trustees determined that a review, assessment, and inventory of all existing residential docks, catwalks, floating docks, floating structures, and platforms is warranted in light of the Trustee's current and future management goals for all Trustee bottomlands and waterways, and;

**WHEREAS**, during the course of this review, assessment and inventory the Trustees identified the need for updated and comprehensive policies regarding the management and monitoring of all residential docks, catwalks, floating docks, floating structures, and platforms, and;

**WHEREAS**, these updated policies will create uniformity in residential dock management across all harbors and for all residential dock agreement holders, and;

**NOW, THEREFORE, BE IT RESOLVED**, the Trustees shall enact the following residential dock management policies across all Trustee owned bottomlands and waterways:

**Definitions.**

Annual Dock Agreement. The Agreement by which the Trustees annually grant dock owners on Trustee bottomlands and waterways the right to maintain a dock in that location.



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**Dock.** Any structure extending alongshore or perpendicular to the shore into a body of water, including a dock, pier, catwalk, floating dock or other structure of a variety of sizes and materials which in whole or in part is located within Trustee bottomlands and waterways.

**Inventory List.** A working list of all docks, platforms, floating docks, and walkways located in Trustee owned waterways and bottomlands.

**Piling.** A post, pole, or column-like structure of a variety of sizes and materials which is driven into the ground and used to support docks; also used to provide independent structure for vessels to affix lines to.

**Trustee Dock Permit.** A permit, valid for a period of one year, that grants the permit holder the right to construct, reconstruct or repair a dock in Trustee owned waterways and bottomlands. The Trustee dock permit is typically subject to the permittee obtaining all other municipal permits, among other terms and conditions.

1. **Annual Dock Agreements and Charges**

All dock owners shall execute Annual dock agreements to be provided by the Trustees with annual invoices. The annual charges for all dock agreement holders shall be \$1.00 per square foot with a minimum total charge of \$150. The annual charge for all freestanding pilings and any other pilings not supporting fixed docks is \$18.00 per piling.

*Mover: Jim Grimes      Second: Tim Garneau      Unanimously Approved*

2. **Matters Involving Annual Dock Agreement Holders**

- a. **Unpermitted Dock Expansions.** Whereupon Trustee inspection a dock is determined to be incongruent with the current dock agreement, the Trustees will send official notice to the agreement holder advising the dock is non-compliant. This notice will grant the agreement holder six (6) months from the date of notice to submit their application to reconcile the existing agreement to the Trustees. Suggested criteria for applications included but not limited to:
  - i. Evidence of compliance with other municipal permits
  - ii. Evidence of the dock or dock expansion predates the 1984/1987 dock prohibitions.

*Mover: David Cataletto      Second: Tim Garneau      Unanimously Approved*

- b. **Unbuilt Docks.** Any property owner who maintains an Annual Dock Agreement but has not yet constructed the dock will be sent an official notice



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granting them six (6) months from the date of notice to apply to the Trustees to renew the original construction permit. The Agreement holder shall be granted a maximum of two (2) permit renewals so that the Agreement holder shall have a total of three (3) years to build the dock. If the dock is not constructed within this time frame, the Trustees retain the right to deny any further renewals and the Agreement holder risks losing Trustee approval to build the dock.

*Mover: Susan McGraw-Keber Second: John Aldred Unanimously Approved*

- c. **Docks in Disrepair.** Whereupon Trustee inspection a dock is determined to be in poor, dilapidated, unusable or otherwise unsafe condition, the Trustees will send official notice to the Agreement holder that they shall be granted six (6) months from the date of notice to submit an application to the Trustees to renovate or reconstruct the dock. If the Agreement holder is granted a permit to renovate or reconstruct the dock, the permittee shall be granted a maximum of two (2) renewals. If the dock has not been renovated or reconstructed after two (2) renewals (for a total of three (3) years from initial permit approval), the Trustees retain the right to deny any further renewals or approvals and the Owner risks losing Trustee permission to have a dock and may be required to remove the existing dock.

*Mover: Jim Grimes Second: John Aldred Unanimously Approved*

- d. **Future Unpermitted Expansions.** Whereupon future inspections reveal unpermitted dock expansions, the Trustees will send official notice to the Agreement holder that their dock is noncompliant and granting the six (6) months from the date of notice to submit an application to the Trustees to bring the dock into compliance. These applications shall be reviewed by the Trustees with heightened scrutiny and the Trustees reserve the right to deny any such application and require removal of the unpermitted expansion.

*Mover: Susan McGraw-Keber Second: Tim Garneau Unanimously Approved*

- e. **Property Transactions.** All future Annual Dock Agreements shall include language advising the Agreement holder in sum and substance, “*Agreement Holder shall notify the Trustees, in writing, of Agreement holder’s intent to sell, transfer, or otherwise convey the subject property. This notice must include the name(s) and contact information of all proposed transferees. Failure to provide the Trustees with this Notice of Intent to Transfer may result in forfeiture of the right to maintain this Annual Dock Agreement.*”

*Mover: Susan McGraw-Keber Second: John Aldred Unanimously Approved*



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**3. Unpermitted/ Delinquent Docks.**

Whereupon Trustee inspection a dock within Trustee waterways and bottomlands is determined to have no valid Trustee permit on file, the Trustees will send official notice to the dock owner advising their dock is non-compliant with Trustee policy. The unpermitted dock owner shall have six (6) months from the date of notice to submit an application to the Trustees to legalize the dock. The Trustees decide whether to grant approval on a case by case basis and shall reserve the right to deny any such application. Suggested criteria for applications include but not limited to:

- a. Evidence of any existing municipal, town, or state permits
- b. Evidence the dock predates the 1984/1987 prohibition on docks
- c. Other evidence of Trustee approval or correspondence

*Mover: Susan McGraw-Keber Second: David Cataletto Unanimously Approved*

**4. Piling Policies.** Pilings may remain installed year-round, at owner's discretion, as is consistent with East Hampton Town Code.

*Mover: John Aldred Second: David Cataletto Unanimously Approved*

**5. Floating/ Removable Dock Policies.** Any floating dock, removable ramp, walkway, or other movable dock or dock component shall be removed by the Agreement holder no later than December 1<sup>st</sup>, of each year. The Trustees shall coordinate with the East Hampton Town Marine Patrol seasonally to identify non-compliance with this policy.

*Mover: David Cataletto Second: Ben Dollinger Unanimously Approved*

**6. Future Dock Inspections and Scheduling.**

- a. **Aerial/ Drone Inspections.** The Trustees should contract with a drone/ aerial photographer to conduct aerial imagery of the Trustee's dock inventory as well as identify any docks that are not on the Inventory List, to add to and reconcile with the current Inventory List.

*Mover: Susan McGraw-Keber Second: John Aldred Unanimously Approved*

- b. **Field Inspections.** Physical field inspections by the Trustees or their agents, contractors, or volunteers, etc. should be conducted every 6-10 years to add to and reconcile with the current Inventory List.

*Mover: John Aldred Second: Susan McGraw-Keber Unanimously Approved*



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**Trustees**  
of the Freeholders and Commonalty of the  
**Town of East Hampton**

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**Dated: December 11, 2023**

**BY ORDER OF THE TRUSTEES OF THE FREEHOLDERS AND COMMONALTY OF  
THE TOWN OF EAST HAMPTON.**

**FRANCIS J. BOCK, CLERK OF THE TRUSTEES**

Mover: Francis J. Bock  
Second: Susan McGraw-Keber

Unanimously passed and adopted.