

VILLAGE OF MASTIC BEACH
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mastic Beach on January 13, 2015 at 7:00 pm at William Paca Middle School, 338 Blanco Drive, Mastic Beach, New York 11951, regarding the filing by the Building Inspector of a report containing his findings and recommendations regarding certain structures situate on premises on 59 Washington Drive, Mastic Beach, New York designated by Tax Map No. 0209-027.00-05.00-052.000 reputedly owned by Satwinder Singh & Coco Singh Panesar in which said report finds that the structure is unsafe and dangerous to the public and recommends its immediate demolition and removal.

Any resident of the Village of Mastic Beach is entitled to be heard at such public hearing.

By order of the Board of Trustees of the Village of Mastic Beach, dated December 16, 2014.

Susan F. Alevas, Esq.
Village Clerk

Incorporated Village of Mastic Beach

P.O. Box 521, 427 Neighborhood Road, Mastic Beach, NY 11951
631-281-2326 631-772-2432 Fax

INSPECTION UNDER CHAPTER 180 OF THE CODE OF THE VILLAGE OF MASTIC BEACH "UNSAFE OR HAZARDOUS BUILDING, CONDITION, PROPERTY OR STRUCTURE"

Premises: 59 Washington Dr
Inspector: Timothy Brojes
Date of Inspection: 6-9-2014

EXISTING CONDITIONS: CHECK ALL THAT APPLY

- Interior walls other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- Exclusive of the foundation, shows 33% or more of damage or deterioration of the support member of members or 50% of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- Improperly distributed loads upon the floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- Premises damaged by fire, wind, or other causes so as to have become dangerous to life, safety or the general health and welfare of the occupants or the public.
- Premises is so dilapidated, decayed, unsafe, unsanitary or utterly fails to provide amenities essential to decent living so that it is unfit for human habitation or is likely to cause sickness or disease so as to work injury to the health, safety, or general welfare of those living therein.
- Premises has light, air and sanitation facilities which are inadequate to protect the health, safety or general welfare of persons who live or may live therein.
- Inadequate facilities for egress in cases of fire or panic or insufficient stairways, elevators, fire escapes or other means of communication.
- Contains parts that are so attached that they may fall and injure members of the public or property.

ADDITIONAL INFORMATION REGARDING CONDITION OF PROPERTY (attach extra sheet if necessary):

RECOMMENDATION TO VILLAGE BOARD:

Circle One:

Repair

Remove

Describe in Detail Recommended Action:

House needs to be torn
Down

Date: 6-9, 2014

By:



Sign Name

Timothy Broje

Print Name

Incorporated Village of Mastic Beach

369 Neighborhood Rd
Mastic Beach, NY
631.772.4368

Parcel Information

Legal Address: 59 WASHINGTON DR Unit #:

Parcel ID: 0209-027.00-05.00-052.000

Current Owner:

SINGH SATWINDER & COCO
251-04 83RD AVE

BELLROSE NY 11426

Deed Book: 12727 Page: 12727 Zone: Ward:
Subdivision/Development: Roll Section: 1
Property Class: 210 Account #: 4311650
County ID: Lot Group: Coordinates: N E
Business Name:

Dimensions

Frontage: Depth: Acreage: 0.23

Districts:

School: Fire: Sewer:

Septic Info.

System: DOH/BOH #: Final DOH/BOH Date:
of Bedrooms: Tank Size:
Name on Permit: Date of Issuance:

I, Village Clerk of the Incorporated Village of Mastic Beach, certify that I have compared the foregoing with the original thereof filed in my office, and I do hereby certify that same is a correct transcript therefrom.

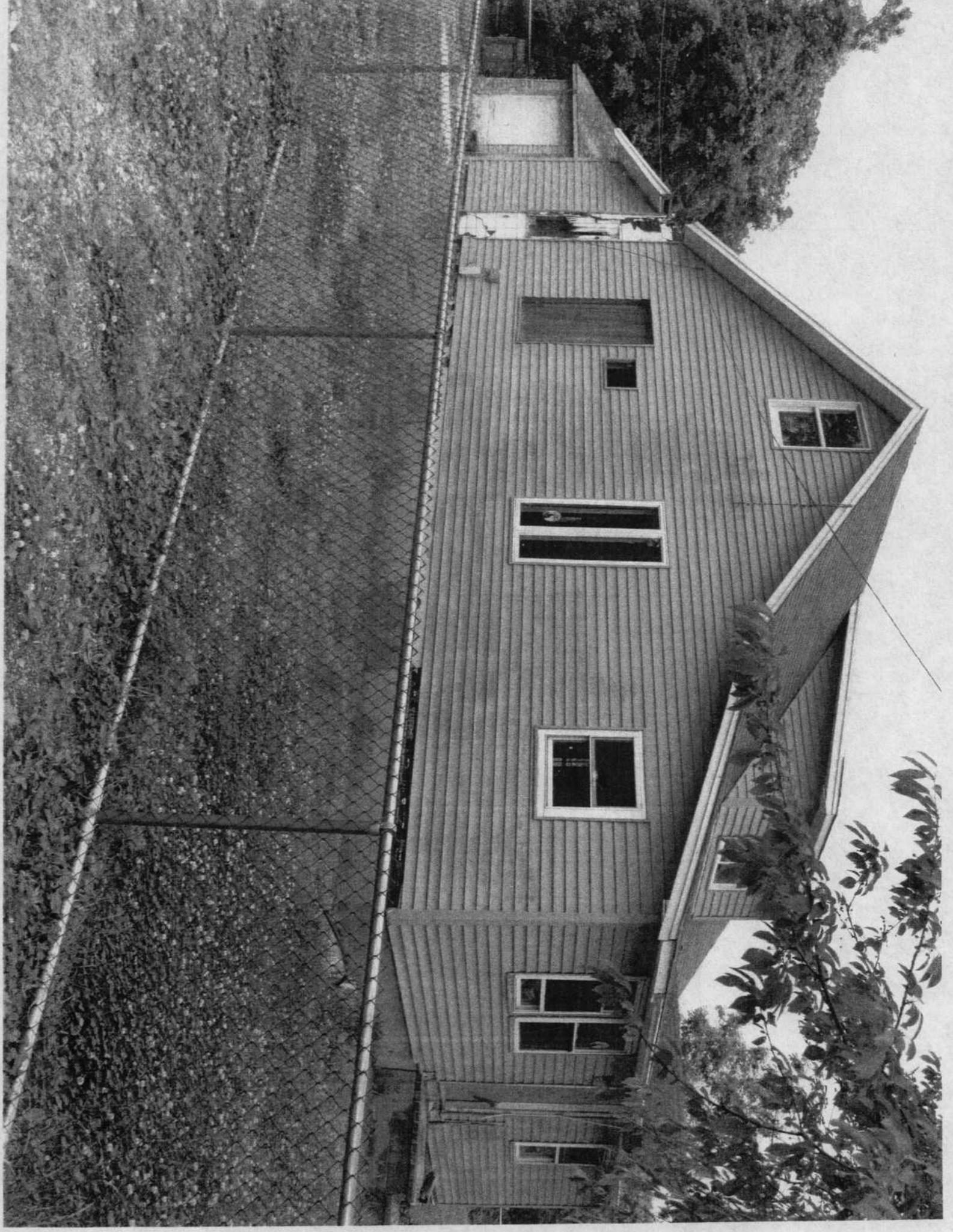
Dated _____ 20____

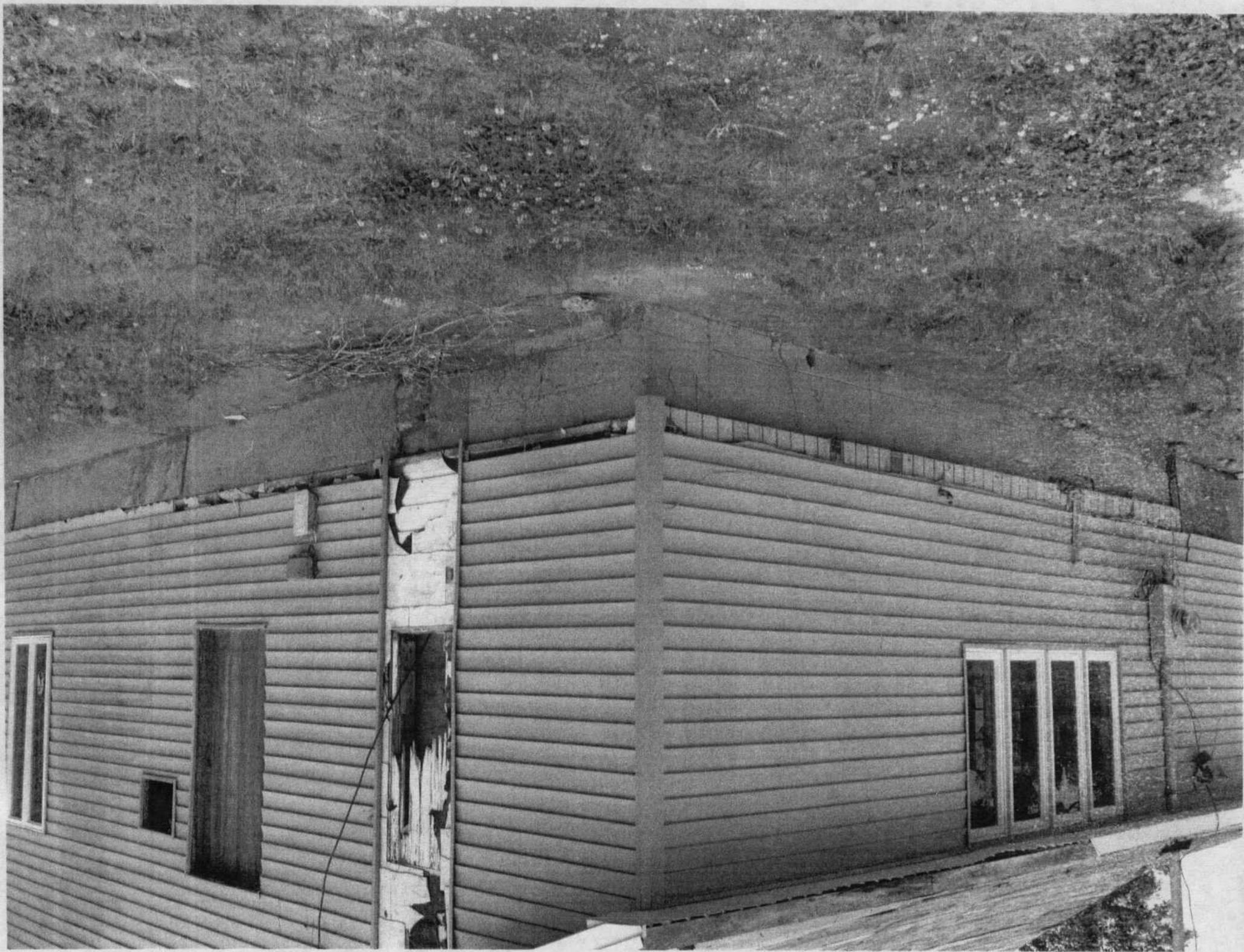
SEAL

Village Clerk

NOT VALID UNLESS RAISED SEAL IS PRESENT



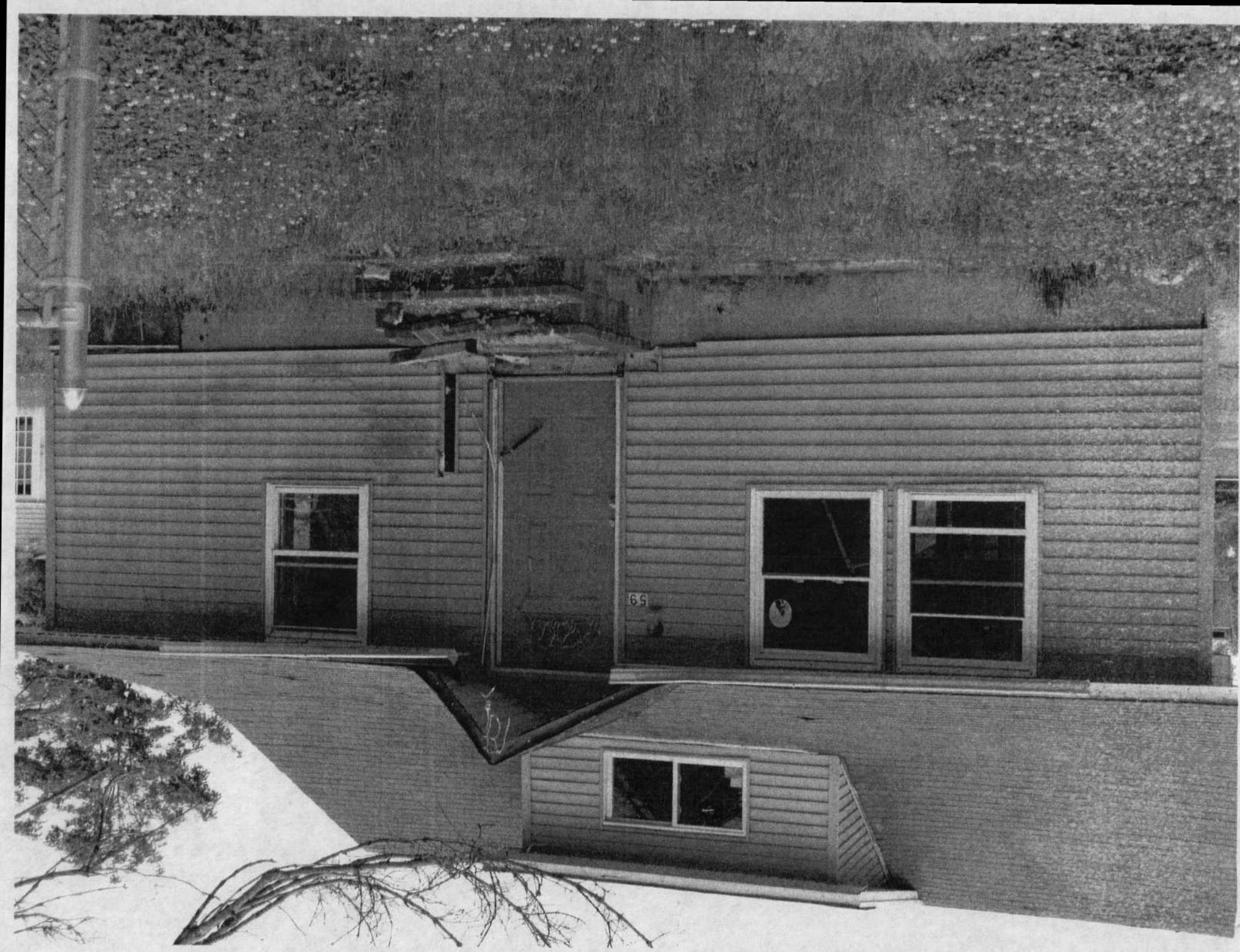












Mastic Beach Incorporated Village**Expiration Date: December 31, 2015****AGREEMENT FOR PERFORMING HIGHWAY WORK IN
SCHOOL DISTRICTS/LIBRARY DISTRICTS/FIRE DISTRICTS/INCORPORATED VILLAGES
PURSUANT TO SECTION § 142-b, 142-c and 142-d HIGHWAY LAW**

THIS AGREEMENT effective the **1st day of January, 2015**, BY AND BETWEEN: THE TOWN OF BROOKHAVEN, a municipal corporation with its principal place of business at Town Hall, 1 Independence Hill, Farmingville, New York, hereinafter referred to as the "**TOWN**" and the **Mastic Beach Incorporated Village** hereinafter referred to as the **Village**. This Agreement shall terminate on **December 31, 2015**. **This Agreement supersedes all previous Agreements.**

WHEREAS, the TOWN is authorized, by Sections §142-b, 142-c and 142-d of the Highway Law of the State of New York to enter into agreements with any Fire District, Special Improvement District, School District, Library District or Incorporated Village, located wholly or partly within the Town, for the purpose of performing work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. That the following work/materials shall **AS REQUESTED AND AS AGREED TO BY THE PARTIES** be performed/provided by the Town of Brookhaven Highway Department within said Village:

The Town shall perform general repairs or other maintenance activities, including but not limited to cleaning, sweeping, pothole repair, paving, or striping (maintenance services), furnish salt, salt/sand mixture, as requested by the District/Village and in accordance with applicable governmental rules and regulations. All maintenance services to be provided by the Town shall be on a time and material (by volume or weight) basis, which will include fringe benefits and clerical staff time, said amount to be decided by the Highway Superintendent or his designee and is binding upon the parties hereto.

2. Sand, salt, and other abrasives or other chemicals may be supplied by Town of Brookhaven Highway Department, upon request, at cost to the District/Village on an as needed basis upon written notice, except in an emergency.

- a. The Town authorizes the District/Village owned vehicles or vehicles under contract with the District/Village to enter the designated Town of Brookhaven Highway yard at a time designated by the Town to accept delivery of salt, sand, other abrasives or other chemicals. All material must be loaded on the above mentioned vehicles by Town of Brookhaven Department of Highway personnel or authorized contractor.

- i. The person receiving the material acting on behalf of the District/Village will be required to complete and sign such documents, forms and/or receipts as are necessary for accurate and complete record keeping, prior to receiving any material.

- ii. The person receiving the material on behalf of the District/Village will be required to produce governmental issued photo-id upon request. The Highway Department will photocopy the photo-id as part of the record keeping process.
 - iii. Due to the possibility of contamination, the Highway Department will not accept back un-used materials, nor will credit be issued for un-used material.
 - b. The cost of the material shall be based on the cubic yard of material delivered. The amount of material loaded on to a District/Village vehicle will be noticed on Highway ticket and charged to the District/Village on a charge back basis.
3. All work performed under this Agreement shall be under the direction of the Town of Brookhaven Highway Department and its interpretations and decisions shall be final and conclusive.
 4. The District/Village hereby indemnifies, defends and holds the Town harmless from all claims, liabilities, judgments and expenses (including reasonable attorney's fees) for bodily injury and/or property damage which relate to or arise out of the performance of the duties by individuals who are in the first instance employees of the District/Village during the course of their snow removal duties as performed pursuant to this agreement.
 5. It is clearly understood that such operations shall be strictly limited to highways as defined by the Highway Law of the State of New York.
 6. This Agreement shall be construed in accordance with the laws of the State of New York.
 7. This Agreement may be amended or modified as circumstances may require, but may only be done by agreement in writing to be signed, sealed and acknowledged by both parties.
 8. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior memoranda, correspondence, conversations, discussions and/or negotiations held and/or which have taken place between the parties hereto prior to the date of this Agreement.
 9. This Agreement shall be binding upon the parties hereto and their respective successors.
 10. The **Mastic Beach Incorporated Village** agrees that it shall protect, defend, indemnify and hold harmless the Town of Brookhaven, its officers, employees, servants, agents and/or independent contractors from all claims, liabilities, judgments and expenses, including reasonable attorneys' fees, for damages to property and/or bodily or personal injury, including death, which relate to or arise out of the performance/work conducted by the Town's employees, servants, agents and/or independent contractors under this agreement as pertaining to the general repairs and maintenance activities.

The District / Village shall at all times during the course of this agreement procure and maintain, at its own cost and expense, General Liability Insurance naming the Town of Brookhaven, the Highway Department of the Town of Brookhaven, their officers and employees as additional insured and certificate holder in an amount

not less than One (1) Million Dollars per occurrence, Two (2) Million Dollars aggregate.

VILLAGE/DISTRICT – Please fill out the following:

IN WITNESS WHEREOF, the Town, acting by and through the Supervisor/Deputy Supervisor, who has been duly authorized by the Town Board by resolution dated **December 2, 2014**, has executed this Agreement, and the **Mastic Beach Incorporated Village** acting by and through its _____, pursuant to the authority of the _____, has executed this Agreement, on the day and year first above written.

Mastic Beach Incorporated Village

(Seal)

By: _____
(Signature)

(Print Name)

(Title)

TOWN OF BROOKHAVEN:

(Seal)

By: _____
Supervisor, Town of Brookhaven

By: _____
Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): (516) 364-4044 E-MAIL ADDRESS:	FAX (A/C, No): (516) 364-5901
	INSURER(S) AFFORDING COVERAGE	
INSURED Inc. Village of Mastic Beach 369 Neighborhood Road Mastic Beach NY 11951	INSURER A: NYMIR NAIC # 0038	
	INSURER B: Perma	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MPLVMS001	11/22/2014	11/22/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			MCAVMS001	11/22/2014	11/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								Medical payments \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					MECVMS001	11/22/2014	11/22/2015
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			AGGREGATE \$ 10,000,000				
	DED \$	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0001383-00	03/24/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ Stat	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ Stat	
							E.L. DISEASE - POLICY LIMIT \$ Stat	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Town of Brookhaven, the Highway Department of the Town of Brookhaven, their officers and employees are included as additional insured for general liability per Blanket Additional Insured Endorsement # MPL 216 03 06, as respects the 2015 Agreement for Salt, Sand and General Repairs. General repairs or other maintenance activities include but are not limited to cleaning, sweeping, paving or striping (maintenance services), furnishing salt, sand/sand mixture, as requested by the District/Village.

CERTIFICATE HOLDER Town of Brookhaven Highway Department Attn: Dan Losquadro Superintendent of Highways 1140 Old Town Road, POB 987 Coram, NY 11727	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nicole Morton/ALEX

GENERAL LIABILITY

NEW YORK MUNICIPAL SPECIAL

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- a. This provision does not apply:
 - (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury;"
 - (2) To any person or organization included as an insured under this Coverage Part; or
 - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) To any person or organization contracted to supply municipal products or services on your behalf.

- b. When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
 - (1) To any "occurrence" which takes place after the equipment lease expires; or
 - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:

"Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection, or engineering services.

- d. When:
 - (1) Owners or other interests from whom land has been leased/borrowed; or

(2) Manager or owner/lessor of premises;

Becomes an insured under this provision, the following exclusions apply:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.