

# TOWN CLERK

**PUBLIC HEARING** 655 Main Street Islip, NY 11751

**February 7, 2023** 2:00pm

- 1. To consider amending Islip Town Code, Chapter 6A, Article III, entitled "Community Preservation and Anti-Blight Enforcement".
- 2. To consider amending Islip Town Code, Chapter 32, entitled "Littering".
- 3. To consider a one year contract with Bay Shore- Brightwaters Rescue Ambulance services to the residents of the District.
- 4. To consider entering into an Agreement with Exchange Ambulance Corporation of the Islips for their services for 2023.
- 5. To consider a one year contract with Community Ambulance Company, Inc. to provide emergency ambulance services to the residents of the District.
- 6. To consider a one year contract with Central Islip-Hauppauge Volunteer Ambulance Inc. to provide emergency ambulance services to the residents of the District.
- 7. To consider entering into an Agreement with the Brentwood Legion Ambulance Services Inc. for their services for 2023.

GIVEN that any person who needs a sign language interpreter or has concerns regarding accessibility to the Town Board Meeting, please call Constituent Services at 631-224-5380. TOWN BOARD,

Dated at Islip, NY

**TOWN OF ISLIP** Published

OHM/tb

By: OLGA H. MURRAY **TOWN CLERK** 

WHEREAS, the Town Board wishes to amend Chapter 6A, Article III of the Islip Town Code entitled "Community Preservation and Anti-Blight Enforcement" to align the Town Code with the newly adopted changes to the New York State Law.

WHEREAS, this amendment shall become effective twenty (20) days after filing with the Office of the Secretary of State for the State of New York; and

WHEREAS, a public hearing was held therefor on February 7, 2023.

NOW, THEREFORE,	on	motion	of	Councilperson	
seconded by Councilperson				, be it	

**RESOLVED**, that the Town Board of the Town of Islip hereby amends, as of the twentieth day after filing with the Office of the Secretary of State for the State of New York, Chapter 6A, Article III of the Islip Town Code entitled "Community Preservation and Anti-Blight Enforcement" as follows:

#### **SEE ATTACHED**

ADDITIONS are indicated by <u>UNDERLINING</u>
DELETIONS are indicated by <del>STRIKEOUTS</del>

# CHAPTER 6A, ARTICLE III COMMUNITY PRESERVATION AND ANTI-BLIGHT ENFORCEMENT

§ 6A-9 Title.

This article shall be known as the "Community Preservation and Anti-Blight Enforcement Local Law."

# § 6A-10 Legislative intent.

It is hereby found and declared that there may exist within the Town of Islip a number of real properties which are vacant and/or in a blighted condition that are subject to a mortgage-in-default, and that the continued existence of such properties negatively affects the economic well-being of the Town of Islip; adds to the decline of neighborhoods; and affects the overall health, safety and welfare of its residents. It is the Town Board's intent to establish a defaulted mortgage registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of vacant properties subject to a mortgage or properties subject to mortgages which are in default.

#### § 6A-11 Scope; applicability.

- A. Scope. The provisions of this article shall apply to all properties in the Town of Islip, residential and otherwise, and constitute the requirements and standards for the maintenance of such premises.
- B. Applicability. The provisions of this article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations. Nothing in this article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other provision of local laws or ordinances of the Town or county or state laws and regulations. In case of conflict between any provisions of this article and any applicable state or local law, ordinance, code or regulation, the more-restrictive or more-stringent provision or requirement shall prevail.

# § 6A-12 Definitions and word usage.

- **A.** Word usage. Whenever used in this article, words in the singular include the plural and vice versa.
- **B.** Definitions. As used in this chapter, the following terms shall have the meanings indicated:

#### **ENFORCEMENT OFFICER**

Any full-time law enforcement officer, building inspector, fire marshal, zoning inspector, Town investigator and/or code enforcement officer employed within the Town.

# **EVIDENCE OF VACANCY**

Any condition that, on its own or combined with other conditions, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation: electricity, water or other utilities turned off; stagnant swimming pool: and/or statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

#### **FORECLOSURE**

The process by which a property, placed as security for a mortgage loan, after a judicial process, is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

# **MORTGAGEE**

The creditor, including, but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

#### **NOTICE OF PENDENCY**

A filing that indicates that a piece of property has a lien against it.

#### REAL PROPERTY IN DEFAULT

Any real property that is under a current notice of default and/or notice of mortgagee's sale or pending tax lien sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

#### **VACANT**

Any building or structure shall be deemed to be vacant if no person or persons actually currently conduct a lawfully licensed business or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupant(s) or tenant(s) on a permanent nontransient basis.

# § 6A-13 Registration of real property with mortgage-in-default.

- A. Any mortgagee who holds a mortgage on real property located within the Town shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action and the subsequent Notice of Pendency.
- B. Within 10 days of the date any mortgagee files a-Notice of Pendencyforeelosure action, the mortgagee shall register the real property with the Town Registry and, at the time of registration, shall indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain and secure the real property subject to the mortgage in foreclosure. A separate registration is required for each registrable property.
- C. If the property is occupied but remains in default it shall be inspected by the mortgagee, or said mortgagee's designee, monthly until the mortgagor or other party remedies the default.
- D. Mortgage-in-default registration. Registration pursuant to this section shall contain the name of the mortgagee and mortgage servicer; the direct mailing address of the mortgagee and servicer; email address and telephone number; and the name and address, email, and telephone number of a local property manager who shall be responsible for the inspection, security and maintenance of the property. The local property manager named in the registration shall be located and available within Suffolk and Nassau Counties Monday through Friday between 9:00 a.m. and 5:00 p.m., holidays and lunch hours excepted, to be contacted by the Town.
- E. An semiannual nonrefundable registration fee in the amount of \$75500 per property shall accompany the mortgage-in-default registration form(s). Subsequent semiannual registrations of defaulted properties and fees in the amount of \$75500 are due within 10 days of the expiration of the previous registration.
- F. If the foreclosing or foreclosed property is not registered, or the registration fee is not paid, within 30 days of when the registration or renewal is required pursuant to this section, a late fee equivalent to 10% of the semiannual registration fee shall be charged for every thirty-day period.
- **<u>FG.</u>** If the mortgage and/or servicing on a property is sold or transferred, the new mortgagee is subject to all the terms of this chapter. Within 10 days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s)

- will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the registrable property.
- **GH.** This section shall also apply to properties that have been the subject of foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.
- <u>HI.</u> Properties subject to this section shall remain under the semiannual mortgage-in-default registration requirement, inspection, security, and maintenance standards of this section as long as they remain in default.
- **IJ.** Any person or other legal entity that has registered a property under this section must report any change of information contained in the registration within 10 days of the change.
- **JK.** Failure of the mortgagee and/or property owner of record to properly register and/or update the information of the registered property in accordance with Subsection **J** of this section is a violation of the Town Code.

#### § 6A-14 Maintenance requirements.

- A. Properties subject to this article shall maintain the minimum maintenance standards as set forth in Article IV of this chapter.
- B. The property shall also be maintained free of graffiti or similar markings by removal or painting over with an exterior-grade paint that matches the color of the exterior structure.
- C. Pools and spas shall be kept in working order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements and any other requirements of this Code found in Chapter 68, Article XXVIII, and the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.
- **D.** Failure of the mortgagee and/or property owner of record to properly maintain the property is a violation of the Town Code.

# § 6A-15 Security requirements.

- A. Properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. In the event the property is vacant, windows and doors should be boarded to HUD standards, to wit: 5/8-inch plywood, painted gray and bolted from the interior.
- C. If a mortgage on property is in default and has become vacant, the local property manager or mortgagee must perform weekly inspections to verify compliance with the requirements of this section, and the property shall be posted with the name and twenty-four-hour contact telephone number of the property manager. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY:

**TELEPHONE NUMBER:** 

EMAIL:

**D.** Failure of the mortgagee and/or property owner of record to properly inspect and secure the property, and post and maintain the signage noted in this section, is a violation of this Code.

§ 6A-16 Failure to register property.

It shall be a violation of this chapter to fail to register any property as defined by this article.

§ 6A-17 Violations and penalties.

Any person, association, firm or corporation found to have violated any provision of this article or who assists in the violation of any provision of this article shall be guilty of a violation, punishable by:

A. A fine of not less than \$250 and not exceeding \$1,000 or by imprisonment for a period not to exceed five days, or both, for conviction of a first offense.

For any second conviction, committed within a period of five years of the first conviction, such violation will be subject to a fine of not less than \$1,000 nor more than \$2,000 or by imprisonment for a period not to exceed 15 days, or both.
 For any third or subsequent offense, after having been convicted two or more times within a period of five years, such violation shall be prosecuted as an unclassified misdemeanor, with a minimum fine of \$2,000 and a maximum fine of \$5,000 and/or up to one year incarceration, or a period of probation as permitted by law.

#### § 6A-178 Failure to abate violations.

In the event that a violation is identified, such violation shall be reported to the owner of record or his designee, as identified within the property registration application. If the violation is not corrected within 10 days, the Town of Islip shall take the necessary action to abate the violation.

- A. Failure to comply with this article. Whenever the owners of a property shall fail to comply with the minimum standards of property maintenance, the Town Board may authorize the work to be done and shall provide for the cost thereof to be paid from general Town funds as directed by resolution of the Town Board, pursuant to the authority provided under §§ 64 and 130 of the Town Law.
- B. Assessment of costs and expenses, liens. All costs and expenses incurred by the Town in connection with the abatement of a violation of this article shall be assessed against the subject premises or lot. An itemization of such costs shall be provided to the Town Board by the Law Enforcement Department. The total costs and expenses shall then be determined by the Town Board and shall be reported to the Assessor of the Town as the amount to be assessed against the premises, and the expense so assessed shall constitute a lien and charge on the premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

#### § 6A-189 Registry exempt from disclosure.

Under New York State Public Officers Law § 87, the vacant property registry and all vacant property registration forms shall be exempt from disclosure under the Freedom of Information Law on the grounds that such disclosure would constitute an unwarranted invasion of personal privacy. The Commissioner of Public Safety Enforcement shall institute strict policies to ensure that such information is available only to Town personnel engaged in the enforcement of the provisions of this article and, in emergency situations, to members of law enforcement, the fire

service, emergency medical services, and public utility companies. The information contained in the property registry and all property registration forms shall not be disclosed to any party for sale.

Upon a vote being taken, the result was:

DELETIONS are indicated by STRIKEOUTS

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

# Chapter 32 Littering

[HISTORY: Adopted by the Town Board of the Town of Islip 6-28-1966; amended in its entirety 8-16-2011. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Garbage and rubbish — See Ch. 21.

# § 32-1 **Purpose.**

The purpose of this chapter is to accomplish litter control in the Town and pursuant to the general laws of the State of New York to adopt basically uniform and coordinated litter control local legislation throughout the state. This chapter is intended to place upon all persons within the Town the duty of contributing to the public cleanliness and appearance of the Town in order to promote the public health, safety and welfare and to protect the economic interests of the people against the health and safety menace and the expense incident to the littering of the streets and public places by the promiscuous and uncontrolled distribution of advertising matter and commercial and noncommercial handbills.

#### § 32-2 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

#### AUTHORIZED PRIVATE RECEPTACLE

A litter storage and collection container which is durable, rust-resistant and capable of being tightly sealed. Receptacles used for the storage of garbage shall, in addition thereto, be nonabsorbent, watertight, easily washable and equipped with handles and shall not exceed 30 gallons in capacity. Biodegradable bags shall be deemed authorized private receptacles for the storage and collection of grass cuttings and leaves.

## **COMMERCIAL HANDBILL**

Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature, excluding newspapers:

- A. Which advertises for sale any merchandise, product, commodity, or thing; or
- B. Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- C. Which directs attention to or advertises any meeting. theatrical performance, exhibition or event of any kind for which an admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition or event of any kind when information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this clause shall be deemed to authorize

the holding, giving or taking place of any meeting, theatrical performance, exhibition or event of any kind without a license, where such license is or may be required by any law of this state or under any ordinance of this City; or

D. Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.

#### COMMERCIAL PROPERTY

Any store, office building or group thereof; any professional, institutional, mercantile or industrial premises, and all yard and parking areas thereof; any vacant or unimproved commercial, business or industrial property.

#### LITTER

All waste material, including rubbish, which tends to create a danger to public health, safety and welfare or creates unsightliness.

#### **NEWSPAPER**

Any publication or newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States in accordance with the federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and in addition thereto, means and includes any periodical or current magazine regularly published with not less than four issues per year and sold to the public.

#### NONCOMMERCIAL HANDBILL

Any printed or written matter, any sample or device, circular, leaflet, pamphlet, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of "commercial handbill" or "newspaper."

#### **PERSON**

Any person, firm, partnership, association, corporation, company or organization of any kind.

#### PRIVATE PROPERTY

Any house, building or other structure designed or used, either wholly or in part, for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

#### PUBLIC PROPERTY

Any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds and buildings.

#### **RESIDENTIAL PROPERTY**

Any house, building or other structure designed or used, either wholly or in part, for a single-family or multiple-family dwelling, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure, including any vacant or unimproved residential property.

#### **TOWN**

The unincorporated areas in the Town of Islip.

#### § 32-3 Littering prohibited.

No person shall dispose of litter in or upon public, private or commercial property within the Town except in public receptacles, in authorized private receptacles for collection or in official disposal areas. Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited upon any street, sidewalk or other public, private or commercial property. No person shall dispose of handbills upon vehicles without the consent of the owner of the vehicle.

#### § 32-4 Maintenance of residential and commercial property.

Any person owning, occupying or in control of residential or commercial property shall maintain such property, including the sidewalk and street in front thereof, free of litter.

#### § 32-5 Failure to remove litter; notice; assessment of costs.

- A. Authority to remove. In the event that the owner, occupant or person in control of such land shall fail to remove litter in the Town, including unregistered motor vehicle(s), vehicle parts and machinery, the Town shall have the authority as provided for herein to enter onto such land and clean the same and charge the cost of expense of such action against the owner and establish a lien in the manner herein provided.
- B. Town Board action. Any owner of real property in the Town shall be required to remove the litter which exists upon his land when directed to do so by resolution of the Town Board, pursuant to the authority provided under Town Law § 64(5).
- C. Notice to be served. Whenever the Town Board shall adopt a resolution requiring the owners of land to remove litter which exists thereon, the Town Board shall specify the time within which such work shall be completed. Such notice shall set forth, with reasonable certainty, the location at which the condition exists and the manner in which the removal work shall be performed. The owners shall be given at least 10 days from the date of the mailing of the notice during which the work shall be performed, and, in any event, such notice shall grant a reasonable time giving due consideration to the amount of accumulation of rubbish or debris and the location thereof. Notice of the adoption of a resolution requiring the removal work shall be served upon the owners of the property at which the condition exists, by certified mail, addressed to the last known address of said owner.
- D. Failure to comply. Whenever a notice or notices referred to in § 32-5C of this chapter have been served and the owner shall neglect or fail to comply with such notice within the time provided therein, the Town Board shall authorize the work to be done and shall provide for the cost thereof to be paid from general Town funds as directed by resolution.
- E. Manner of assessment of cost upon real property. In any case where it shall be necessary for the Town Board to have the work performed due to the failure of the owner to comply with the Town Board's resolution, the Town shall be reimbursed for the cost of the work performed or the services rendered at its direction, by assessment or levy upon the lots or parcels of land where such work was performed or such services rendered. All costs actually incurred by the Town upon each lot or parcel and the charge therefor shall be assessed and collected in the same manner and in the same time as other ad valorem Town charges.

#### § 32-6 Throwing or distributing commercial and noncommercial handbills in public places.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the Town, nor shall any person hand out or distribute or sell any commercial handbill in any public place; however, it is not unlawful on any sidewalk, street or other public place within the Town for any person to hand out or distribute, without charge to the receiver thereof, any noncommercial handbill to any person willing to accept it.

§ 32-7 Depositing commercial and noncommercial handbills on uninhabited or vacant property. No person shall throw or deposit any commercial or noncommercial handbill in or upon any private residence or other private property which is temporarily or continuously uninhabited or vacant.

# § 32-8 Distributing handbills on posted property.

No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private residence or other private property, if requested by anyone thereon not to do so, or if there is placed on the residence or property in a conspicuous position near the entrance thereof a sign bearing the words: "No Trespassing," "No Peddlers or Agents," "No Advertisement," or any similar notice, indicating in any manner that the occupants of the residence or property do not desire to have their right of privacy disturbed or to have any handbills left upon such premises.

# § 32-9 Distributing commercial and noncommercial handbills at inhabited private residences.

- A. No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon any private residence which is inhabited, except by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private residence; provided, however, that in case of an inhabited private residence which is not posted, as provided in this chapter, such person, unless requested by anyone upon such residence not to do so, may place or deposit any such handbill in or upon such inhabited private residence, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifting about such residence or sidewalks, streets, or other public places, and except that mailboxes may not be so used when so prohibited by federal postal law or regulations, and in no event shall such handbill be placed or deposited upon the curb, sidewalk, driveway or front, rear or side yard.
- B. Exemption for mail and newspapers. The provisions of this section shall not apply to the distribution of mail by the United States or to newspapers (as defined in § 32-2) except that newspapers shall be placed on private residences or other private property in such manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private residences or other private property.

#### § 32-10 Penalties for offenses.

The violation of any provision of this chapter shall be an offense against the chapter, which shall be punishable by a fine of not less than \$50 and not to exceed \$1,000 or imprisonment for a period not to exceed 15 days for each such offense, or by both such fine and imprisonment. Each and every day such violation continues shall constitute a separate offense, and the penalties prescribed above shall be applicable to each such separate offense, except that no further penalties shall be imposed for the period during which any appeal from a conviction of such offense is pending.

Any person who shall violate any of the provisions of this chapter or who shall fail to comply therewith or with any of the requirements thereof shall be guilty of an offense and, upon conviction thereof, a fine of not less than \$250 nor more than \$1,000 must be imposed, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, a fine of not less than \$1,000 nor more than \$2,500 must be imposed; and, upon conviction for a third or subsequent offense, all of which were committed within a period of five years, a fine of not less than \$2,500 nor more than \$5,000 must be imposed.

## § 32-11 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

WHEREAS, Bay Shore-Brightwaters Rescue Ambulance Inc. has been providing emergency ambulance services to the residents and persons in the Bay Shore Ambulance District pursuant to a contract which expired on December 31, 2022;

WHEREAS, the Town Board of the Town of Islip, on behalf of the Bay Shore Ambulance District, is desirous of obtaining similar services for the year 2023; and

WHEREAS, the Town Board of the Town of Islip held a Public Hearing on Tuesday, February 7, 2023 to consider a similar contract for the year 2023 for an annual payment at a cost of \$3,126,773.00 ("Contract Fee"), of which \$1,826,773.00 shall be raised from taxes and \$1,300,000.00 shall be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such oneyear Contract;

NOW, THEREFORE, on a motion made by Councilperson

Seconded by Councilperson

**BE IT RESOLVED,** that the Supervisor is authorized to enter into a contract on behalf of the Bay Shore Ambulance District for the year 2023 whereby Bay Shore-Brightwaters Rescue Ambulance Inc. shall provide emergency ambulance services for the residents and persons within the Bay Shore Ambulance District for the year 2023 at a cost of \$3,126,773.00 ("Contract Fee"), of which \$1,826,773.00 shall be raised from taxes and \$1,300,000.00 shall be paid from billing revenue only.

WHEREAS, Exchange Ambulance Corporation of the Islips has been providing emergency ambulance services to the residents and persons in the Exchange of the Islips Ambulance District pursuant to a contract which expired on December 31, 2022;

WHEREAS, the Town Board of the Town of Islip, on behalf of the Exchange of the Islips Ambulance District, is desirous of obtaining similar services for the year 2023; and

**WHEREAS**, the Town Board of the Town of Islip held a Public Hearing on Tuesday, February 7, 2023 to consider a similar contract for the year 2023 for an annual payment of \$3,134,500.00 ("Contract Fee") of which \$1,170,500.00 shall be raised from taxes and \$1,964,000.00 shall be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such oneyear Contract;

NOW, THEREFORE, on a motion made by Councilperson

Seconded by Councilperson

**BE IT RESOLVED,** that the Supervisor is authorized to enter into a contract on behalf of the Exchange of the Islips Ambulance District for the year 2023 whereby Exchange Ambulance Corporation of the Islips shall provide emergency ambulance services for the residents and persons within the Exchange of the Islips Ambulance District for the year 2023 for an annual consideration of \$3,134,500.00 ("Contract Fee") of which \$1,170,500.00 shall be raised from taxes and \$1,964,000.00 shall be paid from billing revenue only.

WHEREAS, Sayville Community Ambulance Company, Inc. has been providing emergency ambulance services to the residents and persons in the Sayville Community Ambulance Company, Inc. District pursuant to a contract which expired on December 31, 2022;

WHEREAS, the Town Board of the Town of Islip, on behalf of the Sayville Community Ambulance Company, Inc. District, is desirous of obtaining similar services for the year 2023; and

**WHEREAS**, the Town Board of the Town of Islip held a Public Hearing on Tuesday, February 7, 2023 to consider a similar contract for the year 2023 for an annual payment of \$5,334,884.00 ("Contract Fee") of which \$2,074,884.00 shall be raised from taxes and \$3,260,000.00 will be paid from billing revenue only.

WHEREAS, it has been determined to be in the public interest to enter into such oneyear Contract;

NOW, THEREFORE, on a motion made by Councilperson

Seconded by Councilperson

**BE IT RESOLVED,** that the Supervisor is authorized to enter into a contract on behalf of the Sayville Community Ambulance Company, Inc. District for the year 2023 whereby Sayville Community Ambulance Company, Inc. shall provide emergency ambulance services for the residents and persons within the Sayville Community Ambulance Company, Inc. District for the year 2023 for an annual payment of \$5,334,884.00 ("Contract Fee") of which \$2,074,884.00 shall be raised from taxes and \$3,260,000.00 will be paid from billing revenue only.

WHEREAS, Central Islip-Hauppauge Volunteer Ambulance Corps. has been providing emergency ambulance services to the residents and persons in the Central Islip-Hauppauge Ambulance District pursuant to a contract which expired on December 31, 2022;

WHEREAS, the Town Board of the Town of Islip, on behalf of the Central Islip-Hauppauge Ambulance District, is desirous of obtaining similar services for the year 2023; and

WHEREAS, the Town Board of the Town of Islip held a Public Hearing on Tuesday, February 7, 2023 to consider a similar contract for the year 2023 for an annual payment of \$4,622,000.00 ("Contract Fee") of which \$1,362,000.00 shall be raised from taxes and \$3,260,000.00 will be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such oneyear Contract;

NOW, THEREFORE, on a motion made by Councilperson

Seconded by Councilperson

**BE IT RESOLVED,** that the Supervisor is authorized to enter into a contract on behalf of the Central Islip-Hauppauge Ambulance District for the year 2023 whereby Central Islip-Hauppauge Volunteer Ambulance Corps. shall provide emergency ambulance services for the residents and persons within the Central Islip-Hauppauge Ambulance District for the year 2023 for an annual consideration of \$4,622,000.00 ("Contract Fee") of which \$1,362,000.00 shall be raised from taxes and \$3,260,000.00 will be paid from billing revenue only.

WHEREAS, Brentwood Legion Ambulance Service Inc. has been providing emergency ambulance services to the residents and persons in the Brentwood Legion Ambulance Service Inc. District pursuant to a contract which expired on December 31, 2022;

WHEREAS, the Town Board of the Town of Islip, on behalf of the Brentwood Legion Ambulance Service Inc. District, is desirous of obtaining similar services for the year 2023; and

**WHEREAS**, the Town Board of the Town of Islip held a Public Hearing on Tuesday, February 7, 2023 to consider a similar contract for the year 2023 for an annual payment of \$8,058,500.00 ("Contract Fee"), of which \$3,058,500.00 shall be raised from taxes and \$5,000,000.00 shall be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such oneyear Contract;

NOW, THEREFORE, on a motion made by Councilperson

Seconded by Councilperson

**BE IT RESOLVED,** that the Supervisor is authorized to enter into a contract on behalf of the Brentwood Legion Ambulance Service Inc. District for the year 2023 whereby Brentwood Legion Ambulance Service Inc. shall provide emergency ambulance services for the residents and persons within the Brentwood Legion Ambulance Service Inc. District for the year 2023 for an annual consideration of \$8,058,500.00 ("Contract Fee") of which \$3,058,500.00 shall be raised from taxes and \$5,000,000.00 shall be paid from billing revenue only.