APPENDIX 1

General Registration for District Facilities

Fishers Island Waste Management District - Local Solid Waste Management Plan

AV-14-120 (01, 94) NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	
DIVISION OF SOLID WASTE	DEPARTMENT USE ONLY
REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY	DEC REGISTRATION # MSW T/S 52 R 01 SS MRF 52 M 43
<pre>"ease read and follow all instructions before completing s registration form</pre>	DEC ADMINISTRATION #
Please Type or Print clearly THIS IS NOT A UPA PERMIT	DATE RECEIVED
1. FACILITY VAME AND LOCATION	2. FACILITY OWNER'S NAME
Transfer Station	
Whistler Avenue	Mailing Address
Fishers Island	City/Town/Village
County County	State Cho Dode
(576) 788 5515	Tetephone Number
3. FACILITY OPERATOR'S NAME (if different)	4. SITE OWNER'S NAME (if different)
Fisher's Island Garbrigg + Refuse Dist Mailing Address	Mailing Acoress
City/Town/Village	City/Town/Village
Fishers Island State/Zip Code, /	State/Zip Code
New YORK C6390 Telephone Number	Telephone Number
15161-788-7455	()
 Composting and Other Distribution and Marketing Facilities [360-5.3(b)] Land Clearing Debris Landfills three acres or less [360-7.2(a)] Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of household solid waste annually [360-11.1(b)(1)] Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of containerized solid waste annually [360-11.1(b)(2)] 	<pre>Waste Tires Stored for On-site Energy Recovery [360-13.1(d)(1)(ii)] Tire Dealers Selling Waste Tires [360-13.1(d)(1)(iii)] Tire Manufacturing Facilities [360-13.1(d)(1)(iv)] Processing Facilities Receiving Only Recognizable Uncontaminated Concrete, Asphalt Pavement, Brick, Soil or Rock [360-16.1(d)(1)(i)] Uncontaminated Unadulterated Wood Processing Facilities [360-16.1(d)(1)(ii)]</pre>
Uther Facilities not specifically described above, Specify	Туре
 SOLID WASTE HANDLED a. List wastes and/or materials to be accepted <u>Denset</u>. 	7. OPERATIONS SCHEDULE - Normal schedule of operation Monday - Friday - 7:30 -4:30 Hostel Ulednesdays
and band bottlestrans, plastic Household garbage	Sat 7:30 - 11:30 gw. Sun 10:00 gm - 1:00p.m
b. Quantity (Specify Units - see instructions)	8. NAME(S) OF ALL MUNICIPALITIES SERVED Fishers Island
design capacity <u>3 compector units</u> storage on site <u>3 closed dumpster units</u>	FISHERS ISTAND
prepared by me or under my supervision and direction and i the authority as Chair PerSon (title) of registration form pursuant to 6 NYCRR Part 360. By signin	the registration requirements. I am aware that any false

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	
DIVISION OF SOLID WASTE	JÉFARTMENT USE UNLI
REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY	DEC REGISTRATION # CSD debris 75 5 2 R 1 3
Please read and follow all instructions before completing s registration form	DEC ADMINISTRATION #
Please Type or Print clearly THIS IS NOT A UPA PERMIT	DATE RECEIVED 1,7,99
1. FACILITY NAME AND LOCATION	
Transfer Station + Composting	2. FACILITY OWNER'S NAME
Whistler + Fox 40'e.	Mailing Address
Eispiers Island	City/Town/Village
Southold Sounty Chilt	State/Zio Code
1016) 758 - 7227	Telephone Number
FACILITY OPERATOR'S WAME (if different)	4. SITE OWNER'S NAME (14 different)
Fishers Island Garbage + Rofigs Dist	
Mailing Address HO: BOX 22	Mailing Address
City/Iown/Village FISHERS ISland	City/Town/Village
State/Zip Code New York 06390	State/Zip Code
Telephone Number $(576) - 785 - 7455$	Telephone Number
Composting and Other Distribution and Marketing Facilities [360-5.3(b)] Land Clearing Debris Landfills three acres or less [360-7.2(a)] Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of household solid waste annually [360-11.1(b)(1)] Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of containerized solid waste annually [360-11.1(b)(2)]	<pre>[360-13.1(d)(1)(ii)] Tire Dealers Selling Waste Tires [360-13.1(d)(1)(iii)] Tire Manufacturing Facilities [360-13.1(d)(1)(iv)] Processing Facilities Receiving Only Recognizable Uncontaminated Concrete, Asphalt Pavement, Brick, Soil or Rock [360-16.1(d)(1)(i)] Uncontaminated Unadu.terated Wood Processing Facilities</pre>
Other Facilities not specifically described above, Specify	[360-16.1(d)(1)(ii)]
SOLID WASTE HANDLED	7. OPERATIONS SCHEDULE - Normal schedule of operation
a. List wastes and/or materials to be accepted Contracting	Manda, Jaida, Cia Jinan
materials house hold materials metals word.	Closed Sunday
b. Quantity (Specify Units - see instructions)	8. NAME(S) OF ALL MUNICIPALITIES SERVED
design capacity Compost	Fishers Island
storage on site 6 Open dumpsters	
the authority as <u>ChairperSon</u> (title) of <u>A</u> registration form pursuant to 6 NYCRR Part 360. By signing applicable regulations and will abide by all conditions of statement made herein is punishable as a Class A misdemeano	the registration requirements. I am aware that any false or pursuant to Section 210.45 of the Penal Law.
Gregory C Thibadeau	Signature No. Day Year

DECIONAL OFFICE CODY CODY "

Clear Form



DIVISION OF MATERIALS MANAGEMENT

DEPARTME	NT USE ONLY
DEC ACTIVITY #	
DATE VALIDATED	
EXPIRATION DATE	

REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY

Please read attached instructions (found at the end of this document) before completing this application. This is not a UPA permit. Solid waste management facility operations are not authorized until a registration is validated by the Department. Attach all required information to this form, as described in the instructions.

1. REQUEST TYPE (check applicable box)			
Initial (new facility) Renewal		lodification	
2. FACILITY INFORMATION			
Facility Name Transfer Station and Compost Facility	Facility Addre 2660 Whistle		
City/Town Fishers Island	Zip Code 06390	Phone 631-788-7455	DEC Region 1
3. FACILITY OWNER			
Owner Name Fishers Island Waste Management District	Owner Addres PO Box 22	55	
City/Town/State/Zip Code Fishers Island, NY 06390	Owner Phone 631-788-7455		ail agement@gmail.com
4. FACILITY OPERATOR			
Operator Name 🔳 same as facility owner	Operator Add	ress	
City/Town/State/Zip Code	Operator Phone Operator Email		mail
5. SITE OWNER			
Site Owner Name 📕 same as facility owner	Site Owner Ad	ldress	
City/Town/State/Zip Code	Site Owner Phone Site Owner Email		Email
6. PREFERRED CONTACT			
Facility Owner Facility Operator Site Owner	🛛 Other (pro	vide):	
7. FACILITY OPERATING HOURS Daily 7:30 A.M. to 4:30 P.M. Saturday & Sunda 8. SERVICE AREA List all municipalities within the service area of 1 The facility and the District serve only Fishers Island	the facility	May close one or more days/week basec	l en seasonal and other factors,

9. REGI	ISTRATION TYPE				
Facility	Type (check all applicable)				
	Research, Development, and Demonstr [360.18(a)]	Tire Collection and St	orage [361-6.3(a)(1)]		
	Recyclables Handling and Recovery [36	1-1.3]	🛛 Waste	Tire Sellers [361-6.3(a)(2)]
	Land Application and Associated Storag	e [361-2.3] *	🛛 Waste	Tire Retreaders [361-	6.3(a)(3)]
	Composting and Other Organics Recycli 3.4(b), 3.5(b), 3.6(b)] *	ing [361-3.2(b), 3.3(b),	🗋 Motor	Vehicle Repair Shop [361-7.3(a)(1), (b)(1)]
	Mulch Processing [361-4.3] *		🛛 Vehicle	e Dismantling Facility	[361-7.3(a)(2), (b)(2)]
	CDDHRF - Concrete, Brick, Rock [361-5	.2(a)(1)]	Mobile Vehicle Crusher [361-7.3(b)(3)]		
	CDDHRF – Asphalt Pavement or Milling	s [361-5.2(a)(2)]	8.3]		Grease Processing [361-
	CDDHRF – Asphalt Roofing Shingles [36	1-5.2(a)(3)]		itional Dredged Mater ery [361-9.2]	ial Handling and
	CDDHRF – Gypsum Wallboard [361-5.2	(a)(4)]	Comb	ustion and Thermal Tr	eatment [362-1.3]
	CDDHRF – Uncontaminated, Unadulter 5.2(a)(5)]		🔳 Transf	er Facility [362-3.3]	
			— ннw	Collection Event [362-	4.2] *
	CDDHRF – Restricted Use Fill, Limited-U 5.2(a)(7)]	Jse Fill [361-		Il Reclamation [363-1:	
	CDDHRF – Other CDD with Case-Specif 5.2(a)(8)]	ic BUD [361-	Regulated Medical Waste Treatment, Storage, and Transfer [365-2.3] *		
			Infectious Waste Management [365-3.3] *		
10. 50	LID WASTE HANDLED - List all wastes			Aaximum Throughput	
	Material		Quantity	Units	Frequency (circle one)
1. MS	W/Oversized MSW		500	Tons/Yr	Year
2. Wo	od Waste, Brush, Yard Waste		300	Tons/Yr	Year
3. Red	cyclables and eWaste		250	Tons/Yr	Year
4. Scr	ap Metals		100	Tons/Yr	Year
11. TC	TAL STORAGE CAPACITY				
In cubic Building	be storage on-site and list total capacity yards: Unprocessed Brush/Logs, etc.: 150; P : 75; Compost in Windrows: 250; Finished Co letal: 40; Bulky/Oversized Waste In Container	mpost at Storage Pad:	75; MSW In Compa	actors: 35; OCC/SS Rec	0; Organics in Mixing yclables In Containers: 60;
12. CE	RTIFICATION				
my sup (tîtle) o form, l 363, an	y affirm under penalty of perjury that informa ervision and direction and is true to the best f <u>the Fishers Island Waste Management District</u> (entity) to sign affirm that I have read the applicable regulat d 365, as applicable. I am aware that any fals hal Law.	of my knowledge and b this registration form p ions and will abide by a	elief, and that I hav ursuant to 6 NYCRI II conditions of the	ve the authority as R Part 360, Section 360.1 registration requiremen	.5. By signing this registration
	d/Typed Name si Th A-Stern R	gnature Magn	1	Date	8/17

WASTE CONTROL PLAN FISHERS ISLAND WASTE MANAGEMENT DISTRICT SOLID WASTE TRANSFER STATION & COMPOSTING FACILITY 2760 WHISTLER AVE, FISHERS ISLAND, NY 06390

December 19, 2017



Project Management Associates, LLC PO Box 271777 • West Hartford, CT 06127 860.756.0302 f 866.483.8588

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<u>Attachments:</u> Site Plan

1.0 Introduction

This Waste Control Plan has been prepared with respect to the solid waste transfer station and organics composting facility owned and operated by the Fishers Island Waste Management District ("FIWMD") that is located at 2760 Whistler Ave, Fishers Island, NY 06390

The facility is comprised of:

- 1. An access roadway
- 2. Elevated locations where users park and deposit waste and recyclables into containers for off-Island shipment to licensed facilities in Connecticut;
- 3. Shredding and composting equipment and an area of the site used to manage yard waste, brush and other organic materials delivered by users to the facility; and,
- 4. Administrative and equipment maintenance facilities associated with the operation and equipment used to manage waste and recyclables received at the facility.

The facility has been in operation for many years and was historically a coastal gun emplacement established during WWI. FIWMD is preparing to make certain improvements to the site which includes;

- Relocation of MSW and recyclables transfer equipment and activity to the facility from a second transfer station FIWMD operates that is located on Town of Southold property;
- 2. Addition of building space for organics processing and equipment maintenance;
- 3. Improvements to the composting process including controlled aeration of piles.

This Waste Control Plan addresses the facility features and method of operation planned to be put in place following the completion of the proposed improvements.

1.1 Site Location

Figure 1, below, shows the location of the site on the western area of the Island. To the south of the facility is the airport which is used primarily by private craft visiting the Island. There are no commercial flights to/from the Island.

Also visible in the image is the current facility configuration with the access road at the end of Whistler Avenue, and existing administration building and general limit of operating area for the facility, which is not planned to increase. Also visible in the upper portion of the image are industrial buildings used by contractors on the Island. Just off the image to the north is the ferry dock which is used for all vehicle travel to/from the Island.

The site location is well suited for the facility operations, given its general isolation from the balance of the Island to the east which is primarily residential in nature. Also, this site is near to the ferry dock and therefore allows for minimal use of Island roadways by trucks removing waste and recyclables destined for the ferry dock, and by returning trucks bringing empty containers.

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Figure 1: Location - FIWMD Facility

2.0 Site Location And Traffic Flow

2.1 Site Access and Signage

The operating areas of the facility are directly accessed via the entrance roadway on Whistler Avenue. The main access road will have a gate that will be closed when wastes and recyclables are not being received at the facility. The District maintains a sign at the entrance. Acceptable wastes and hours of operation are noted on the sign and also on the District's website.

2.2 On-Site Traffic Flow

Please refer to the attached Solid Waste Plan to review the features of the facility and in reference to this discussion of method of operations.

FIWMD may elect to direct all or a portion of inbound traffic over the on-site scale to be located near the entrance gate. Whether inbound vehicles are weighed will be dependent upon the fee policy that may change from time-to-time. Once facility improvements are implemented, inbound vehicles will then proceed in a clockwise, circular, one-directional route into the site. Users delivering/removing waste and recyclables will proceed as follows [note; some users may be delivering more than one material type and may visit any of the designated areas and access the respective containers and storage areas]:

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- E-waste, oversized waste (furniture, etc.) or wood: proceed to the first station, park and unload in the respective areas.
- MSW, organics, or recyclables: proceed further into the site and park near to the waste/recyclables compactors.
- Source Separated Organics: will be placed either in a small container near the MSW compactors, or directly onto the tip floor of the organics processing building if a larger quantity is being delivered.
- Brush, logs or similar material: proceed along the access road past the organics processing building to the brush/yard waste receiving area where the material will be unloaded.
- After depositing waste and/or recyclables, users will then continue clockwise through the site and approach the entrance/exit area. As appropriate, vehicles may be directed to again access the on-site scale before exiting the site.
- Users may also deposit useful items in the "swap shop" building, or remove items placed there by other parties.
- Trucks coming to the site to remove full containers and deliver empty containers will first cross the scale and then proceed to the lower working level of the facility where empty containers will be unloaded and full containers picked up for removal. Those vehicles will then proceed to the scale to obtain an outbound weight and proceed off the site and to the ferry dock for off-Island transportation.
- Trucks and cars seeking to remove compost product may cross the scale and then proceed to the finished compost product storage pad where they will load the material and the proceed to the exit, after weighing as instructed by FIWMD staff.

3.0 Types and Quantities of Wastes

The estimated annual amounts of waste handled at the facility relies upon recent records of materials removed from the Island for delivery to recycling and processing facilities. For those items not removed from the Island (brush, yard waste) an estimated generation rate has been used since a scale has not been in historical use. The following table summarizes waste types and estimated quantities.

Waste Type	Est. Annual Tons ¹	Comments	
MSW (Excluding Bulky)	290	Note: Source separation of compostable organics will reduce the tons shipped off-Island to an RRF.	
Bulky MSW	80	May include non-wood C&D waste. Includes approximately 7 tons of mattresses.	
Wood Waste	150	From construction, demolition waste	

Table 1: Types and Quantities of Wastes

¹ Where outbound weigh records were , these estimates incorporate that data. All amounts (except for eWaste) have been rounded up to nearest 10 tons.

Waste Type	Est. Annual Tons ¹	Comments
Recyclables	160	Household recyclables (glass, metal, plastic food containers plus paper and OCC) plus corrugated cardboard from all sources.
eWaste	2.5	This estimate is on-half the amount derived from 4 lbs/capita/year using the peak estimated population of 2,500 people (Note: year-round population is reported to be less than 250). Actual amounts handled in the past are less than 200 units, demonstrating that the seasonal population does not significantly contribute to this wastestream.
Scrap Metals	50	
Tree Debris and Brush Yard Trimmings	60	No weigh records exist. This waste is processed and composted at the facility. Estimate assumes 50% capture of all such waste produced on the Island since all private contractors do not bring this material to the facility. From .234 Ibs/capita/day times 2,500 people (size of housing stock)
Total Handled:	792.5	

Table 2, following, provides an estimate of the maximum volume of each wastestream that may be present at any time on the site. It should be noted that the maximum volume of all items would in the normal course not be realized at a single moment in time. For example, full containers of MSW would be removed when full however the amount shown is in excess of the amount contained in a full container. The same is also the case for other items to shipped off-Island. Therefore, it is expected that these maximums will be achieved individually, but not simultaneously for all streams.

Table 2: Estimated Maximum Cubic Yards On-Site of Each Waste/Recyclable

Waste/Recyclable	Est Max Cubic Yards
Unprocessed Brush/Logs, etc.:	150
Processed Brush/Logs, etc.:	75
Brick, Concrete, Inert Materials:	150
Organics in Mixing Building:	75
Compost in Windrows:	250
Finished Compost at Storage Pad:	75
MSW In Compactors:	35
OCC/SS Recyclables In Containers:	60
Scrap Metal:	40
Bulky/Oversized Waste In Containers:	<u>60</u>

Waste Control Plan

Total Potentially On-Site: 970

4.0 Waste Handling Activities

Following is a summary of how key wastestreams are to be handled at the facility:

4.1 Municipal Solid Waste (MSW)

MSW is ordinary mixed refuse generated from households and businesses on the Island. MSW is to be deposited into the fixed position hopper, drop into the compactor unit on the box where it will be compacted hydraulically in the self-contained roll-off box. When full, the box will be picked up for transportation and disposal off-Island at permitted facilities in the State of Connecticut. FIWMD will use two compactor-box positions for this purpose, which will rotate as each fills up.

Noteworthy, however, is that once the site improvements are complete, residents and businesses will be asked to source-separate food waste and similar compostable organics from the MSW stream prior to delivery to the facility. As a result, the amount of MSW received and disposed of in this manner, is expected to decline over time in comparison to historical records.

4.2 Mixed Recyclables (Single-Stream)

The District does not currently offer single-stream recycling to its customers since it does not have space at the transfer station to install an additional compactor unit, which is the preferred method of receiving, storing and transporting these materials. At this time residents and the Island's limited business sector are asked to source separate recyclables into three different streams; a.) paper and mixed fibers; b.) mixed bottles, cans, and jars; and, c.) corrugated cardboard. These separate streams are placed by the delivering party into the three containers.

With consolidated operations at the compost site, recycling activity will change. First, residents and other users will be asked to separate clean uncontaminated paper/fiber materials that can be shredded and introduced into the composting program. Examples of uncontaminated materials that could be separately delivered to the site for composting include: pizza boxes, fiber egg cartons (not Styrofoam type), coffee grounds and filters, paper bags, paper towels and rolls, paper cushion packaging, shredded documents, and other similar uncontaminated organic wastes.

All other recyclables (bottles, cans, plastic food containers, paper, and similar materials) would then be received by the District as one, single-stream and placed into a hopper connected to a compactor roll-off box. When full, the box would be removed by truck and delivered to off-Island recyclables processing and recovery facilities.

4.3 Source Separated Food Waste & Other Recyclable Organics

The District will encourage residents and users to source-separate and deliver to the site this new stream of uncontaminated food waste and recyclable organics for processing and introduction into the composting program. Bins will be located at the upper, resident parking area to receive these materials from residents. The District will use on-site equipment to move the bins into the

organics processing building on a daily or more frequent basis. Larger deliveries, such as from the two golf clubs, would be dropped directly in the organics mixing building by the inbound truck.

Inside the organics mixing building, operating staff will introduce the organic materials into a grinder designed to process: a.) food waste rich material; and, b.) paper, cardboard and other fibrous materials. Once the organics are reduced in size, they will be mixed with other materials (chipped brush, logs and yard waste) in a concrete storage area. Staff may also add water to the mixture at this point to insure the composting mass is optimal for biological activity and decomposition. Staff will periodically add the fresh mixture to the compost heap by pulling back the cover and adding to the heap.

Composting has historically been conducted in open windrows, which are periodically turned. Once the proposed improvements are complete, all composting will be conducted on a concrete pad, and with a special cover system. The pad will have an integrated air supply system and leachate collection system. The composting activity will be controlled through monitoring the temperature of the composting material while maintaining adequate air supply to insure the heap does not convert to anaerobic activity. Collected leachate, if any, will be recirculated into the compost program to minimize discharges.

The District has a large mobile shredder to process logs and brush, which activity would continue. The District also has a portable screen for use in maximizing the quality of the final product.

4.4 Bulky, Oversized Wastes

For FIWMD, this category of waste includes a range of oversized waste materials that includes things like: carpets, chairs and other furniture, mattresses and box springs, appliances, tires and other similar materials. Mixed C/D materials (other than wood) is also placed in this container. There will be no change in how these wastes are received and managed at the compost site. Metals will be placed in the metals box for recycling and the non-recyclable materials will be placed into containers. Once full, the boxes of recyclable and non-recyclable materials will be picked up by truck and taken by ferry where they will be delivered to recycling and processing facilities.

4.5 Source Separated Clean Wood/Lumber

Source separated and untreated clean wood and lumber such as pallets, spools and similar materials will be co-managed with clean brush and processed with the on-site shredder for use in the composting program. The District will not be separating wood from inbound wastes.

4.6 Source Separated Construction and Demolition Wood Waste

Source separated waste wood from construction and demolition materials will be received as is currently the practice; users must deposit the wood in the dedicated container for transportation to off-Island processing facilities. The District will not be separating wood from inbound wastes.

4.7 Re-Use of Discarded Items

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At present there is an informal process at the compost site where residents can leave usable items such as furniture, bicycles and similar unwanted items. One of the proposed improvements is the installation of a small modular building that can be used to store and protect these items so as to encourage re-use of items in good condition, commonly called a "Swap-Shop" at municipal drop-off sites.

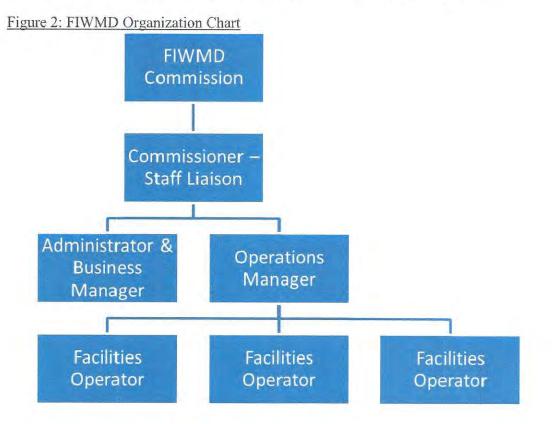
4.8 E-Waste

E-Waste will be placed in a storage building near the entrance to the site. FIWMD will then periodically arrange for the removal and recycling of items received and stored at this location.

5.0 Staffing & Employee Training

5.1 Staffing

The following chart illustrates the organization of FIWMD and its operating staff.



5.2 Employee Qualification and Training

All loads of incoming waste material shall be inspected by a representative of the facility who has been trained in the methods and procedures outlined in this waste control plan. The Operations Manager is responsible for qualification and training of operating staff. These activities generally include:

- Determining that prospective employees meet the minimum qualifications to perform the assigned position and;
- Train all personnel to ensure that all personnel are given the opportunity and guidance to acquire the knowledge, skills, and experience necessary to perform their responsibilities in a safe manner and in keeping with FIWMD's operating requirements.

While FIWMD's approach is intended to be flexible so as to accommodate qualification of personnel with various backgrounds, skills, and knowledge, while all personnel must meet certain requirements to ensure that they can perform the job adequately and safely with a high degree of mutual confidence.

Qualifications

FIWMD insures that each employee is qualified to perform the assigned duties through:

- Clearly identifying required qualifications for each position before hiring and managing the hiring process to determine that each candidate meets such applicable minimum requirements; and,
- Provision of ongoing and specialized training. Ongoing training includes routine review of FIWMD's operating requirements and specialized training is provided whenever necessary such as to prepare the individual to operate unfamiliar equipment, new processes, to perform new responsibilities, or similar circumstances.

Training

The training program includes a combination of formal and informal training. Formal training may include an employee's review of documentation such as FIWMD's operations plans, permit requirements, and, where equipment operation and maintenance is involved, review of documentation related to the subject equipment.

The District's Administrator and Business Manager is responsible for training and maintaining all records of waste receipts and shipments and appropriate reporting.

Informal training methods include the day-to-day, on-the-job training that is provided to individuals in the normal course of operations by the Operations Manager and other experienced staff. In particular, this includes:

 Provision of guidance and assistance to users to insure safety procedures are complied with;

- Instruction on which materials are not acceptable and how to insure that unacceptable wastes are rejected or, if not rejected, properly separated from acceptable materials and stored safely until they can be properly managed;
- Insuring that wastes and recyclables are placed in the proper locations;
- Maintenance of site access controls; and,
- Safe operation and maintenance of all on-site equipment.

The Operations Manager is responsible to insure that any employee that is to operate equipment at the site or on behalf of FIWMD is properly trained and has the qualifications to perform the duties assigned in a safe manner and in accordance with all applicable laws.

Employees will be trained in the operations of emergency equipment (i.e. fire extinguishers, spill response kit, first aid kits) at the facility. All employees at the facility will be trained in the recognition and the handling procedures for unauthorized and/or hazardous waste.

6.0 Education of Facility Users and Managing Unauthorized Wastes

6.1 As-Received Inspections and Education of Users

There is a two-fold inspection process that will be used for materials delivered to this facility. Initially, FIWMD staff will observe all waste deliveries by residents and others delivering waste and recyclables. This observation process will accomplish multiple goals, including;

- Providing guidance and education regarding acceptable material streams;
- Helping users understand which materials may not be acceptable. Unacceptable materials discovered during the delivery process will be rejected.
- Provision of guidance and follow-up to insure materials are placed in the appropriate onsite location/container; and,
- Monitoring users for compliance with safety procedures.

Material delivered to the organics processing building will be visually inspected by the attendant as it is dumped onto the tipping floor. Unacceptable materials discovered at that time will be rejected and the delivering party must remove it from the site.

FIWMD's staff has been effective in identifying unacceptable materials at the point of delivery since users are supervised during much of their on-site activity. Whenever this occurs, the item is rejected and the user is not allowed to deposit the item at the facility. However, unacceptable items may be discovered where it is not possible to reject the material prior to delivery and FIWMD will therefore be responsible for its storage and proper disposal. In some cases, waste may not be actually unacceptable for delivery to the facility, however it may be placed in a location that could contaminate other materials.

6.2 Unacceptable Materials Discovered - Delivering Party Not Known

Following is a description of how unacceptable materials are to be managed:

- 1. Unacceptable waste material discovered generally on the site will be brought to the attention of the Operations Manager, who will make an assessment of the potential risk associated with handling the waste. If safe to do so, such waste will be placed in one of the on-site buildings for safe-keeping until arrangements can be made for its safe disposal. Locations to be used for this purpose include the maintenance garage and also the residue storage area in the new organics building. If the Operations Manager cannot identify the material, or it does not appear to be normal material of the types accepted, then the material will be removed and staff will attempt to limit the potential spread of contamination (if any appears to be present). All personnel should exercise caution whenever handling abandoned, unknown, or potentially hazardous materials;
- 2. Material on the organics building tipping floor will be exposed and inspected a second time by the attendant and/or the loader operator as it is being processed. The operators are responsible for removing unacceptable materials from the tip floor and placing it in the waste container located in the designated storage area inside the building or into the MSW compactor unit. In most cases, unacceptable materials discovered in this area are not expected to present a hazard, but a potential source of contamination to the compost product (example; plastic bags);
- 3. Material located in the unprocessed brush/yard waste storage area will also be inspected by the loader operator as it is being processed.

The supervisor will be responsible for contacting qualified personnel or a hazardous waste management firm, to properly identify, remove and dispose of such wastes, as appropriate.

6.3 Storage of Unacceptable Materials

All unacceptable materials that are discovered on the site and where it cannot be rejected during the delivery process or returned the delivering party will be placed in a container in either the maintenance garage or in the new organics processing building as shown on the site plan (unless deemed hazardous for this location). FIWMD will arrange for the proper management of any unacceptable materials that result from these activities.

7.0 Signage

FIWMD will provide for the following signage at the facility:

- 1. Entrance: a sign will be erected at the entrance that shows the hours of operation and acceptable materials handled. A second sign will also show a list of typical kinds of unacceptable wastes that users may seek to deliver to the facility;
- 2. At each receiving location signs will identify allowable materials. At a minimum, the following locations will have signage:
 - a. E-Waste storage shed;
 - b. Swap-shop shed;
 - c. Scrap Metal, Wood and Bulky Waste containers;

FISHERS ISLAND WASTE MANAGEMENT DISTRICT

Waste Control Plan

- d. Organics containers and organics building tip floor area;
- e. Recycling Containers (OCC and single-stream);
- f. MSW containers; and,
- g. Brush, yard trimmings and tree debris drop-off area.
- 3. Safety signage will also be installed as follows:
 - a. At areas of the site available to users where particular risks may be present, such as fall risks.
 - b. In operating areas where FIWMD staff may be subjected to workplace hazards.
- 4. Traffic Control Signage

Traffic control signs will be strategically placed at the facility to enhance the safety of users and site operating staff.

8.0 Site Plan

The attached site plan provides information on the operation of the facility and locations of waste materials on the site.

9.0 Safety

The operations manager is responsible for on-site safety and serve as compliance officer with respect to health and safety issues and help ensure that all on site operations are performed in accordance with OSHA regulations, including implementation of informational programs for employees with respect to on the job health and safety on an as needed basis.

Appropriate safety equipment will be maintained on site, as necessary, including but not limited to the following types of equipment:

- Personal Protective Equipment Gloves, earplugs, overalls, safety glasses, steel-toed boots, hard-hats, etc.
- Moving Equipment Seat belts, backup warning buzzers, rollover bars, brakes, etc.

9.1 Safety Procedures

Safety training will consist of the following information and practices:

- The location of first aid and safety equipment;
- The correct use of safety equipment, including, but not limited to, gloves, masks, eye protection, and safety boots;
- Specific work place practices, specifically:
 - Hand washing.
 - Handling of sharp objects.
 - Working around moving equipment.
 - Routine examinations of equipment.
 - o Disposal of contaminated materials.
 - o Correct and safe operation of all on site firefighting equipment.
 - o Procedure for reporting safety violations.

All precautions to be taken to safeguard employee health and welfare shall be, at a minimum, in accordance with OSHA regulations and any applicable local rules and regulations.

Physical hazards will be identified, listed, and marked in accordance with 29 CFR 1910.144.

Protective equipment for personnel may include the following devices as applicable to individual tasks:

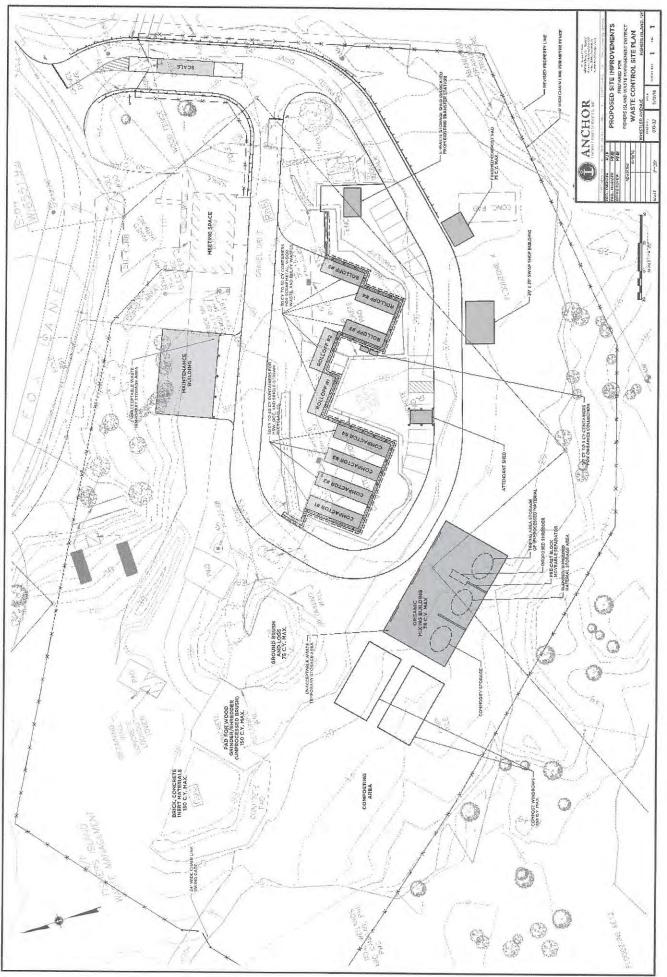
- Respirators as required by 29 CFR 1910.134
- Safety boots/shoes as required by 29 CFR 1910.136
- Hard hats as required by 29 CFR 1910.135
- Safety glasses/goggles as required by 29 CFR 1910.156
- Gloves as required by 29 CFR 1919.156 (C)
- Faces shields as required by 29 CFR 1910.133
- Emergency stop switches for machinery as required by 29 CFR 1910.216(e)
- Hearing protection as required by 29 CFR 1910.95 (C)

10.0 Record Keeping & Reporting

FIWMD maintains records of all outbound materials by material type and destination. These records are currently based upon weigh data from the receiving facility but would be based upon weigh data produced at the facility once the new scale is installed and operational.

To the extent inbound weights are recorded in the future, FIWMD will maintain records of inbound vehicles weighed in the database.

FIWMD will rely upon these records to produce and file the facility annual reports in NYSDEC's prescribed forms.



APPENDIX 2

Solid Waste Procurement Contracts

Fishers Island Waste Management District - Local Solid Waste Management Plan

RECYCLABLE CONTAINER PROCESSING AGREEMENT

This Agreement between Willimantic Waste Paper Company, Inc., a Connecticut Corporation having its principal place of business at Columbia Avenue, Willimantic, Connecticut (hereinafter "WWP") and Fishers Island, New York, (hereinafter the "City") is hereby entered into as of , 1995.

Wherefore, the parties agree as follows:

- 1. Recyclable Containers shall mean only those commingled items which include metal food containers, glass food containers, PETE (#1) and HDPE (#2) plastic, aseptic drink boxes, and milk cartons. Recyclables shall also include aluminum foil, aerosol cans and large tin containers. WWP will also accept rinsed paint cans and #2 HDPE oil containers. Other items may also be considered upon the written agreement of the City and WWP.
- 2. The City agrees it will deliver to WWP all Recyclable Containers under its control during the term of this Agreement. WWP shall separate such materials as can be recovered from the material so delivered, and be solely responsible for marketing recoverable materials, and disposing of non-recoverable materials.
- 3. WWP shall weigh all vehicles delivering Recyclable Materials from the City, and shall invoice the City not less often than once each month for the Recyclable Materials delivered. The City shall pay such invoices within thirty (30) days of receipt. Any amounts due WWP and which have not been paid within such period shall accrue interest at the rate of one and one-half percent per month.
- 4. The City shall pay a processing/disposal fee of \$7.50 per ton for the first year, \$12.50 per ton for the second, \$15.00 per ton for the third, and \$20.00 per ton for years four and five. WWP shall retain any amounts received from markets for recyclable materials. If this Agreement is extended by the City pursuant to paragraph 6, below, the cost of service during six through ten shall be the amount paid for the prior year, as escalated. Escalation shall be calculated each year by determining the percentage increase in the Consumer Price Index-All Items-Northeast Urban (the "CPI"), most recently available on February 1 preceding the contract year under consideration, as compared to the level of such twelve months earlier. Such percentage increase in the CPI shall be the amount by which the then-current cost shall be increased to determine the cost of service

for the subsequent contract year.

- 5. The City and/or its operator shall provide WWP evidence of insurance for all vehicles delivering Recyclable Containers. Recyclable Containers shall be clean, and free from bags, ceramics and excessive contamination. Deliveries which have been "compacted" by the City or its operator to increase the weight of deliveries, or which contain excessive contamination, unacceptable materials, and contaminated recyclables may be rejected. WWP may charge a fee necessary and reasonable to the extra cost it incurs as a result of accepting contaminated or compacted loads for processing. WWP retains the right at any time to reject loads. The City shall indemnify and hold WWP harmless from all costs and losses which may result from the delivery of hazardous waste.
- 6. The initial term of this agreement shall be for five (5) years from the date shown above. Upon written notice delivered to WWP not less than ninety days prior to the end of the initial term, the City may extend this agreement for an additional five (5) year term.

Agreed To By: Fisher Island, New York Willimantic Waste Paper Company, Inc. Res By: By: DeVivo, President С. Its: Vames Duly Authorized Signature Witness: Witness:____

Execution Copy

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SOUTHEASTERN CONNECTICUT REGIONAL

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RESOURCES RECOVERY PROJECT

SOLID WASTE PROCUREMENT CONTRACT

between

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY

and

FISHERS ISLAND GARBAGE & REFUSE DISTRICT

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CONTRACT

between

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY

and

FISHERS ISLAND GARBAGE & REFUSE DISTRICT

A SPECIAL ASSESSMENT DISTRICT

OF THE TOWN OF SOUTHHOLD

IN THE STATE OF NEW YORK

TO PROVIDE SOLID WASTE MANAGEMENT SERVICES

PREAMBLE

THIS CONTRACT, made and dated as of $\sqrt{2002ry 10,1992}$ by and between SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY (hereinafter sometimes referred to as the "Authority"), a body politic and corporate, constituting a public

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instrumentality and political subdivision of the State of Connecticut (hereinafter referred to as the "State") and the FISHERS ISLAND GARBAGE & REFUSE DISTRICT, a special improvement district created pursuant to the statutes of the State of New York and located in the Town of Southhold in the State of New York (hereinafter referred to as the "District").

A. <u>Representations of the District</u> - The District represents that:

1. The District manages all of the Acceptable Waste generated on Fishers Island, an island located in Long Island Sound and within the corporate boundaries of the Town of Southhold, New York and, pursuant to the authority granted it under New York State law, the District is agreeing to deliver all of said Acceptable Waste to the System other than Acceptable Waste which the District segregates or recycles as provided in Section 102 below.

2. It is authorized by New York State law (i) to enter into a long-term contract for adequate resources recovery and waste disposal processing, (ii) to pay reasonable fees and charges established for such services and (iii) to pledge the full faith and credit of the District for the payment of such fees and charges; and pursuant to such law, it is authorized to enter into and perform this contract.

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3. It has received and reviewed such matters and such information as it considers necessary or appropriate for the execution of this Contract and has taken such action as is required or necessary acting pursuant to New York State law, the municipal charter or ordinances of the Town of Southhold and/or the charter and by-laws of the District required as a condition to the execution hereof so as to cause this Contract to be binding on it and enforceable as to its terms.

B. <u>Representations of the Authority</u>. The Authority represents that:

1. The Authority, established pursuant to Chapter 103b of the Connecticut General Statutes (the "Act"), has the authority to implement a regional solid waste disposal and resources recovery system and facility in accordance with the applicable statutes and regulations of the State.

2. Pursuant to and in accordance with the provisions of the Act, the Authority has been duly created and established for the performance of an essential public and governmental function, and is authorized (i) to make plans, surveys, investigations and studies necessary and desirable to process and transport solid waste, (ii) to design, acquire, construct, erect, build, alter, reconstruct, improve, enlarge or extend, own, operate, maintain and finance waste management projects, and to make provision for their management, for the manufacturing, processing and

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transportation operations necessary to derive recovered resources from solid waste, and for the contracting for the sale of such, and (iii) to contract with entities located within and without the State of Connecticut to provide the service of recovery, storing and processing of solid waste in such a way as to produce materials or energy which may be used in manufacturing, agriculture or other processes, (iv) to charge reasonable fees and charges for the services it performs, and (v) to provide for the production, from such services and resources recovery operations, of revenues to reduce the costs of the services of the Authority to the users thereof.

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth, the Authority and the State agree as hereinafter stated.

ARTICLE I

DEFINITIONS

Section 101. <u>Specific Definitions</u>. As used in this Contract, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the following meanings:

"Act" shall mean Section 7-273aa through 7-273oo of the Connecticut General Statutes, codified as Chapter 103b, as amended and supplemented to the date of this contract.

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"Additional Charges" shall mean any charges or fees imposed on the Authority as a result of its acceptance and processing of Solid Waste from the District, which charges or fees are not similarly applicable to Solid Waste from the Member Municipalities, including additional fees imposed by the Town of Montville under its Pilot Agreement with the Authority for ash resulting from Solid Waste delivered by entities other than the Member Municipalities.

"Authorized Representative of the District" shall mean any officer, employee, elected official or other person authorized by the District to act as an Authorized Representative for the purposes of this Contract.

"Billing Period" shall mean each one-month period ending on the last day of each month in each Contract Year.

"Bond or Bonds" shall mean any bond or bonds, as the case may be, authenticated and delivered under the Bond Resolution (hereinafter defined) and any other bonds, notes or other evidences of indebtedness issued by the CRRA to pay the Cost of System or bonds, notes or other evidences of indebtedness issues by the CRRA in substitution for, in lieu of, or to refund, retire or pay any such bonds, notes or other evidences of indebtedness.

"Bond Resolution" shall mean the bond resolution or indenture of the CRRA authorizing the issuance of Bonds, as originally adopted, or, if amended or supplemented or restated as in the Bond Resolution provided, as so amended or supplemented or restated.

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"Bridge Agreement" shall mean the Agreement between the Authority and CRRA with respect to the financing, construction and operation of the System or any successor agreement.

"Commercial Operation Date", with respect to the System, shall mean 12:01 A.M. prevailing time, on the day when the System has been completed and tested and is, in the written opinion of the Consulting Engineer appointed by the Authority and the CRRA for purposes of so certifying, ready for commercial operation.

"Consulting Engineer" shall mean any independent engineer, firm, or firms of engineers of sound reputation for skill and experience with respect to resource recovery facilities, selected by the Authority and the CRRA and approved by the Trustee.

"CRRA" shall mean the Connecticut Resources Recovery Authority, a political subdivision of the State established by the Connecticut Solid Waste Management Services Act, codified as Chapter 446e of the General Statutes of the State.

"Contract Year" shall mean the twelve-month period commencing at 12:01 A.M., prevailing time, on July 1 of each year, except that the first Contract Year shall begin on the Commercial Operation Date or on the Scheduled Commercial Operation Date, as defined in the Bridge Agreement, whichever is the first to occur, and end at 12:00 P.M., prevailing time, on the following June 30.

"Facility" shall mean the solid waste disposal and resources recovery facility constituting a part of the System.

"Member Municipalities" shall mean those Connecticut municipalities which are members of the SCRRRA and which have executed a Municipal Contract.

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"Month" shall mean a calendar month.

"Municipal Contract" shall mean a Municipal Solid Waste Management Services Contract by and between a Member Municipality and the Authority.

"Service Payments" shall mean the amounts due the Authority pursuant to this Contract for the Solid Waste delivered by or on behalf of the District and accepted by the System for any period.

"Solid Waste" shall mean unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding:

(a) liquid wastes including, but not limited to, semi-solid,
 liquid materials collected and treated in a municipal sewerage
 system;

(b) non-combustible construction debris or streetsweepings;

(c) oversized bulky items including, but not limited to,
 discarded appliances, large parts or automobiles, and oversized
 tree stumps, logs and branches; and

(d) hazardous, toxic, radioactive, explosive, pathological or biological materials which may adversely affect operations of the Facility and/or the environment.

"State" shall mean the State of Connecticut.

"System" shall mean the "Southeastern Connecticut Project", not inconsistent with the definition of such term as contained in the Bond Resolution, and including the Facility, transfer station or stations, disposal site or sites and such alternative site or sites for processing or disposal of Solid Waste.

"Trustee" shall mean the Trustee under the Bond Resolution, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Bond Resolution.

Section 102. <u>General Definitions and Construction</u>. As used in this Contract, except as otherwise provided or unless the context otherwise requires:

 (a) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) All other terms used herein which are defined in the Bond Resolution, either directly or by reference therein, have the meanings assigned to them therein;

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation; and

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(d) The words "herein", "hereof" and "hereunder" and words of similar import refer to this Contract as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

SYSTEM AND SERVICES TO BE PROVIDED

Section 201. <u>Responsibilities of Authority and the</u> <u>District</u>.

(a) The Authority shall, in accordance with the terms of this Contract, receive and dispose of Solid Waste from the District.

The Authority shall with due diligence and (b) practicable speed cause to be prepared and completed, either directly or through the CRRA, plans for the construction and financing of the System, and upon completion of such financing or the making of arrangements therefor satisfactory to the Authority, shall use its best efforts to cause the System to be constructed and completed. The Authority shall also do such other acts and things as are necessary and desirable to entitle it receive and collect at the earliest practicable time Service Payments and other payments from the District pursuant to this Contract. The Authority will thereafter operate and maintain, or cause to be operated and maintained, alter, improve, renew and replace, and to the extent feasible, enlarge and extend the System so as to dispose of all Solid Waste delivered to and accepted by the System pursuant to this Contract.

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(c) The District shall cause all or any portion of the Acceptable Waste generated on Fishers Island to be delivered to the system on the later of the following: (1) the date when, in the written opinion of the Consulting Engineer, the Facility is ready for acceptance testing and upon the direction of the Authority: or (2) the date on which the District is prepared to begin the shipment of Acceptable Waste from its transfer station. However, if the Facility is ready for acceptance testing on or before May 1, 1992 and the District is not prepared to begin the shipment of Acceptable Waste from its transfer station by May 1, 1992, the Authority may terminate this Contract. It is expressly understood and agreed that nothing in this Contract shall require the District to deliver a specified minimum tonnage to the Facility on either a daily, monthly or annual basis.

(d) Upon the terms and conditions herein stated, the District shall pay the Service Payments and other payments for the disposal of such Solid Waste.

(e) The Authority shall accept any vehicle compatible with the System and its equipment and authorized by the District for the delivery of Solid Waste pursuant to this Section.

(f) The Authority shall, whenever reasonably possible, schedule hours and days for receiving Solid Waste consistent with and compatible with the District's normal collection and delivery schedule.

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Section 202. <u>Requirements Regarding Solid Waste</u>. Notwithstanding any other provisions of this Contract, the District agrees that the Solid Waste to be delivered to the System or any portion thereof shall meet each of the following requirements:

(a) It must be Solid Waste emanating from Fishers Island, provided that nothing herein shall preclude the District from cooperating with any municipalities either through Municipal Collection or Contract Collection as defined in Section 22a-207(14) and (15) of the Connecticut General Statutes, as in effect as of the date hereof, for delivery of Solid Waste emanating from any such municipality, being delivered in one bulk to the System provided the Authority is informed of the arrangement, including the appropriate method of allocating the Solid Waste among such municipalities and the District;

(b) It must not be of such a quantity, quality or other nature as to materially impair the operation or capacity of the System or any portion thereof, normal and reasonable wear and usage excepted;

(c) It must not be of such a quantity, quality or other nature as to create flammable or explosive conditions in the System or any portion thereof;

(d) It must not contain chemical or other properties which, in the opinion of the Authority, are deleterious or capable of causing material damage to any part of the System or to personnel; and

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(e) It must not include any hazardous or toxic substance as defined by applicable Federal statute or regulation, except to the extent permitted by the Authority, from time to time, in writing at such points and under such conditions as the Authority shall prescribe.

It is understood and agreed that the System is not intended to be designed or used for the transportation, storage or disposal of hazardous waste, and the State agrees to use their best efforts to take all necessary or appropriate action to ensure that no part of the System shall become classified as a hazardous or toxic materials storage or processing facility.

Section 203. Compliance with Requirements. The District will cause all Solid Waste at any time delivered directly or indirectly to the System by it or on its behalf to comply with any requirements of the Authority as permitted by law. In all cases where such requirements involve technical or scientific analyses or determinations, the Authority shall have final authority as to methods, standards, criteria, significance, evaluation, and interpretation of such analysis and determinations. The District will permit no new deliveries and will discontinue existing deliveries of Solid Waste of the District by the District or by others which includes any Solid Waste that does not comply with such requirements of the Authority. The Authority may from time to time make a determination of the respects in which Solid Waste delivered to the System by or on behalf of the District is not in compliance with such requirements then in effect. A copy of said determination shall be mailed to the District at its usual places

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of business and for all purposes of this Contract shall be conclusively deemed to have been made in accordance with this Article and to be correct at the expiration of sixty (60) working days after such mailing unless within such period of sixty (60) working days the District shall have filed with the Authority an objection thereto stating that such determination is incorrect and stating the changes therein which should be made in order to correct such determination.

The Authority shall thereafter accept or reject the District's correction and/or objection in a timely manner. Notice of the Authority's decision shall be mailed to the District at its usual places of business within three (3) working days of the date of decision.

Where the Authority has rejected all or any portion of the District's corrections and/or objection, and the parties have agreed to forego their right to submit the matter to arbitration as envisioned by Section 517 of this Contract, then the Authority, acting by its designated hearing officer, shall notify the District of, and thereafter conduct a full and meaningful hearing upon, the matter. Said hearing shall be scheduled to take place within a reasonable period of time following the date upon which notice of the Authority's request has been mailed to the District in question.

The District shall be accorded a full and meaningful opportunity to participate in said hearing and to therein present such evidence and/or testimony as may be material to the course of proceedings.

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Following said hearing, the hearing officer shall write a memorandum of decision which shall include, but not be limited to, findings of fact and a statement of conclusion. Said memorandum of decision shall be rendered and mailed to the Authority and the District at their usual places of business in a timely fashion.

Said hearing officer's memorandum of decision shall be considered a final adjudication of the issues unless, within 30 days from the date of such decision, a party commences an action in the Superior Court of the State of Connecticut as provided by the Connecticut General Statutes.

Solid Waste which does not conform to such requirements as provided in Section 202 and Section 203, for the purposes of this Contract, is deemed not accepted by the System, whether or not delivered to the System.

Section 204. <u>Non-Exclusive Use</u>. The District shall not have any right or claim to the exclusive use of the System or any portion thereof.

ARTICLE III

SERVICE PAYMENTS

Section 301. Service Payments.

(a) The Authority will make and impose Service Payments with respect to all Solid Waste from the District delivered to and accepted by the Authority in accordance with this Contract. (b) Not less than 180 days prior to the commencement of each Contract Year, the Authority shall develop the Annual Budget for such Contract Year, which shall include: (1) an estimate of the Service Payments to be paid by all the Member Municipalities; (ii) an estimate of other revenues to be received by the Authority; and, (iii) the per ton fee to be charged by the Authority. The Authority shall submit such information within the specified time to the Authorized Representative(s) of the District.

(c) The District, after the receipt of such estimate, shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the payment by the District to the Authority of the Service Payments as so estimated as the same become due and payable.

(d) All Service Payments and other Payments of the District under this Contract shall be deemed to be current operating expenses of the District.

(e) The District shall be obligated to make Service Payments pursuant to this Contract for the Authority's services of accepting Solid Waste delivered by the District pursuant to this Contract.

Section 302. <u>Bills to District</u>. On or before the fifteenth (15th) day following the end of any Billing Period for which payments are required to be made pursuant to Article II hereof, the Authority shall submit to the District a bill setting forth the Service Payments for such Billing Period. The Service Payments shall be equal to the sum of (i) the product of (a) the per ton fee charged by the Authority for Solid Waste delivered by

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or on behalf of the Member Municipalities and (b) the number of tons of Solid Waste delivered by the District and (ii) any Additional Charges. On or before the thirtieth (30th) day following the date of invoice, the District shall pay to the Authority or its designee, the full amount of such Service Payments.

Section 303. Failure to Pay Bill. If payment in full of any bill rendered by the Authority is not made on or before the close of business on the thirtieth (30th) day following the date of invoice, a delayed-payment charge at the prime rate on the unpaid amount due will be made, as from time to time established by the commercial bank serving either as the Trustee or, in the event the Bonds shall not have been issued by such date, as designated by the Authority. If said thirtieth (30th) day is a Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayedpayment charge. The Authority may, whenever any amount due remains unpaid subsequent to the thirtieth (30th) day after the due date (provided at least thirty (30) days' advance notice in writing has been given), discontinue accepting Solid Waste from the District until such bill and any subsequent payments which have become due are paid. No such discontinuance shall relieve the District from any of its obligations under this Contract.

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ARTICLE IV

COVENANTS BY AUTHORITY AND PLEDGE

Section 401. <u>Records and Accounts</u>. The Authority shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions of the Authority relating to the System, including records of the quantity, quality and other characteristics of Solid Waste delivered by the District and all other users of the System and accepted by the Authority. Such books shall at all reasonable times be subject to the inspection of the Authorized Representative(s) of the District.

Section 402. <u>Scale and Tests</u>. The Authority will provide, install and use scales or other devices or methods for determining the quantity, quality and other characteristics of all Solid Waste which shall be delivered and discharged into the System by the District and all other users of the System and accepted by the Authority.

Section 403. <u>Right of Inspection</u>. Subject to the provisions of the Operating Contract, the Authority covenants and agrees to permit duly Authorized Representative(s) of the District to enter the System at all times during usual business hours for the purpose of inspecting the same.

Section 404. <u>Insurance</u>. The Authority shall at all times maintain or cause to be maintained with responsible insurers all such insurance as is customarily maintained with respect to facilities of like character to the System and as may be

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reasonably required and obtainable within limits and at costs deemed reasonable by the Authority against loss or damage to the System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the Authority and each of the Municipalities.

Section 405. Certain Provisions Conditional. The provisions of this Contract requiring expenditure of monies by the Authority shall be subject to the condition that the Authority shall have monies legally available for such purposes, and no monetary liability on account thereof shall be incurred by the Authority beyond monies legally available for such expenditures. The Authority shall not be deemed to be in default of this Contract if the construction or operation of the System shall be delayed or interrupted by the inability of the CRRA or others to issue Bonds to secure needed labor or materials, or by stormy or inclement weather which delays completion or impairs operation of the Project, or by strikes, labor disputes, lockouts or like trouble among personnel which delay construction or impair operation of the System, or by acts of God or the common enemy, or by acts of neglect of the District or its agents or employees, or by regulations or restrictions imposed by any governmental agency or authority, or by fire or other similar catastrophe or other similar delay beyond the control of the Authority, its agents or contractors.

Section 406. Effect of Breach. Failure on the part of the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by the Contract or by law shall not make the Authority liable in damages to the District or, so long as the Authority shall render the service of accepting Solid Waste delivered by the District pursuant to this Contract, relieve the District of its obligations to make payments pursuant hereto or to fully perform any other obligation required of it under the Contract. The Authority specifically recognizes that the District is entitled to sue the Authority for injunctive relief, mandamus, specific performance or to exercise such other legal or equitable remedies, not herein excluded, to enforce the obligations and covenants of the Authority under this Contract. The District specifically understands that Operating Contracts are not intended to confer upon any person other than the Operator, the Authority, CRRA or the Trustee any rights or remedies by reason of such Operating Contracts except as expressly provided therein. Notwithstanding the foregoing, the District shall have the option to terminate this Contract upon written notice to the Authority in the event the Authority is unwilling or unable to perform its obligations under this Contract for a continuous period of six months.

Section 407. <u>Pledge</u>. In accordance with the Act the Authority hereby includes the following pledge and undertaking:

The Authority hereby pledges to and agrees with the District and with any assignee of any right of the Authority under this contract that the Authority will not limit or alter the rights hereby vested in the Authority until this Contract is fully performed on the part of the Authority; provided nothing contained in this Section shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the District and any such assignee.

ARTICLE V

MISCELLANEOUS

Section 501. Effective Date and Duration of Contract -

(a) This Contract shall be in full force and effect and be legally binding upon the Authority and the District upon its execution by the Authority and the District.

(b) The term of this Contract and each and every provision hereof shall remain in full force and effect so long as any Bond or Bonds or any sums for interest or principal thereon remain outstanding or an Operating Contract continues to be in effect, whichever is later, but in no event later than thirty (30) years from the effective date of this Contract.

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Section 502. <u>Solid Waste Segregation Programs</u>. The Authority and the District agree that no provision of this Contract as initially executed is intended to either discourage or prohibit either voluntary or locally ordained Solid Waste segregation or recycling programs or the sale of such segregated or recycled materials.

Section 503. Obligation of District to Make Payments. The District hereby pledges its full faith and credit for the payment of all Service Payments to be made pursuant to this Contract and any other payments including delayed-payment charges and costs and expenses of the Authority, and its representatives in collecting overdue payments to be made by the District under this Contract. The District agrees that its obligation to make any such Service Payments and such other payments in the amounts and at the times herein specified, whether to the Authority or the Trustee, shall be absolute and unconditional, shall not be subject to any setoff, counterclaim, recoupment, defense (other than payment itself) or other right which the District may have against the Authority, the Trustee or any other person for any reason whatsoever, shall not be affected by any defect in title, compliance with the plans and specifications, condition, design, fitness for use of, or any damage to or loss or destruction of, the System or any part thereof, or by any interruption or cessation in the possession, use or operation of the System or any part thereof by the

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Authority or the Operator for any reason whatever, except that the District shall not be obligated to make Service Payments if the Authority does not render the service of accepting Solid Waste delivered by the District pursuant to this Contract.

Section 504. Default of the District and Remedies of Authority. The Authority shall have all the remedies prescribed by law and by this Contract for the enforcement of collection of any payments to be made by the District under this Contract, including the right to refuse to accept Solid Waste from the District. Notwithstanding the initiation or continuance of any of such remedies, the District shall remain obligated to make the payments required to be made by it under this Contract. The District shall be deemed to be in default hereunder if for a period of thirty (30) days after the due date of any payment by it hereunder the District shall fail to pay the full amount of such payment.

Section 505. Levy on Taxes and Cost Sharing or Other Assessment. To the extent that the District shall not make provisions or appropriations necessary to provide for and authorize the payment by the District to the Authority of the payments required to be made by it hereunder, the District shall levy and collect such general or special taxes or cost sharing or other assessments as may be necessary to make such payments in full when due hereunder.

- 25 -

Section 506. Enforcement of Collections. The District will diligently enforce or levy and collect all taxes, cost sharing or other assessments or fees, rentals or other charges for the collection of Solid Waste, and will take all steps, actions and proceedings for the enforcement and collection of such taxes, cost sharing or other assessments or fees, rentals or other charges lawfully levied, which shall become delinquent, to the full extent permitted by the laws of the State of New York.

Section 507. <u>Disputes on Billing</u>. In the event of any dispute as to any portion of any bill, the District shall nevertheless pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of the disputed bill, give written notice of the dispute to the Authority. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. The provisions for dispute resolution as set forth in Section 517 hereof shall apply to any such unresolved dispute.

Section 508. <u>Limitations Upon Consent</u>. Whenever under the terms of this Contract the Authority is authorized to give its written consent, the Authority in its discretion may give or may refuse such written consent and, if given, may restrict, limit, or condition such consent in such manner as it shall deem advisable.

- 26 -

Section 509. Form of Consent. All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract the Authorized Representative(s) of the District is authorized to give consent, such consent may be given and shall be conclusively evidenced in such manner as is required by law. Whenever, under the terms of this Contract, the Authority is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a certified copy, executed by its President, of a duly authorized act of the Authority giving such consent.

Section 510. <u>Notices, Documents and Consents</u>. All notices required to be given or authorized to be given by any party pursuant to this Contract shall be in writing and shall be served personally or sent by certified or registered mail to the Authorized Representative (s) of the District and the President of the Authority.

Section 511. <u>Conformity with Laws</u>. Each party hereto agrees to abide by and to conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction in the premises. Nothing in this Section contained, however, shall require any party hereto to comply with any law the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

- 27 -

Section 515. <u>Severability</u>. If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

Section 516. Resolution of Dispute.

(a) All disputes, disagreements and questions arising between the parties to this Contract shall be adjudicated, either by arbitration or litigation, as provided in sub-section (b) below. Whether or not specific provision is hereinbefore made, arbitration shall be conducted in the manner specified in this Section.

(b) Each party shall give written notice to the other of the existence and nature of any dispute in sufficient detail and shall choose either arbitration or litigation as the dispute resolution mechanism. If, within fifteen (15) days, the dispute is not resolved to the satisfaction of both parties or the parties cannot agree upon litigation or arbitration, then either party may initiate litigation. If arbitration is mutually agreed upon, the party serving notice of such dispute shall appoint a person to serve as one of the arbitrators and so advise the other party in writing. Within fifteen (15) days thereafter, the other party shall by written notice appoint a second person as an arbitrator and the two thus appointed shall select a third arbitrator to serve as Chairman of the panel of arbitrators; and such three arbitrators shall as promptly as possible determine such matters by majority vote; provided, however, if the two arbitrators appointed by the parties shall be unable to agree upon the appointment of the third arbitrator within fifteen (15) days after the appointment of the second arbitrator, both shall give written notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third arbitrator within fifteen (15) calendar days after the arbitrators appointed by the parties give notice as aforesaid, then within ten (10) calendar days thereafter any one of the parties upon written notice to the other party may request such appointment from and pursuant to the rules of the American Arbitration Association.

(c) Any party hereto shall be entitled to present evidence and argument to the arbitrators. Such arbitration shall be held in the County of New London, State of Connecticut in accordance with the prevailing rules of the American Arbitration Association.

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(d) The arbitrator or arbitrators shall have the right only to interpret and apply the terms of this Contract and may not change any such terms or deprive any party hereto of any right or remedy provided in this Contract.

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(e) The determination of the majority of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The majority of the arbitrators shall give written notice to the parties stating their determination and shall furnish to each party a copy of such determination signed by them or him.

(f) The expenses of arbitration shall be borne equally by the parties to the arbitration, except if otherwise determined for good cause by the arbitration panel. The arbitration expenses to be paid by the parties under this Section shall be limited to the fees of the arbitrators, administration costs of the arbitration hearings and similar items. Each party shall pay its own direct costs with respect to the arbitration such as counsel fees, expert witness fees and similar items.

(g) During the pendency of the arbitration the parties hereto will continue to perform their respective obligations under this Contract.

Section 517. <u>Execution of Documents</u>. This Contract shall be executed in one (1) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Contract.

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Section 518. <u>Waiver</u>. No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver or any breach be deemed to constitute a waiver of any other breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provisions of this Contract. Making payments pursuant to this Contract during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party making such payment.

Section 519. <u>Remedies</u>. Except as limited herein and if permitted by law, this Contract shall be specifically enforceable by any party hereto.

Section 520. <u>Governing Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF CONNECTICUT.

Section 521. Entirety. This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

ARTICLE VI

ADDITIONAL PROVISIONS FOR SOLID WASTE PROCUREMENT CONTRACTS

Section 601. <u>Termination by Authority</u>. Notwithstanding Section 501, the Authority may terminate this contract upon at least three years' prior written notice, provided that no such

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termination or reduction shall be effective until at least ten (10) years has elapsed from the Commercial Operation Date. The Authority shall select in its sole discretion which of the Municipalities or other entities which executed contracts for Solid Waste Procurement after January 1, 1987 should have their contracts terminated pursuant to this Section 601.

Section 602. Delivery of Solid Waste. The District shall deliver their Solid Waste to the Facility at its own cost and shall not receive any reimbursement for transportation expenses. The District understands and acknowledges that the Annual Budget may include costs or reimbursements of Member Municipalities for transporting and delivering Solid Waste to the System, provided that the portion of the Service Payment attributable to such costs or reimbursements, expressed on a rate per ton basis, shall not exceed two dollars (\$2.00) per ton in the first Contract Year and shall not exceed the "Ceiling Amount" calculated as set forth below in subsequent Contract Years. The "Ceiling Amount" shall be two dollars (\$2.00) per ton, adjusted by the percentage change in the Consumer Price Index between June 30 of the calendar year preceding the year in which the first Contract Year ends, and June 30 of the year in which the Contract Year in question begins. For the purposes of this section, the Consumer Price Index shall be the Index for Cities published by the Bureau of Labor Statistics of the United States Department of Labor or any successor index which reasonably measures the change in the cost of living in the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials as of the day and year first hereinabove set forth.

WITNESS

FISHERS ISLAND GARBAGE & REFUSE DISTRICT

Chief Executive Officer Duly Authorized

(SEAL)

WITNESS

SOUTHEASTERN CONNECTICUT REGIONAL RESOURCES RECOVERY AUTHORITY

Edward D. Steward President Duly Authorized

serra\muncon\fishers:3:jmi



April 12, 2018

Ms. Beth Stern Business Manager Fishers Island Waste Management District P.O. Box 22 Fishers Island, NY 06390

Re: Solid Waste Contract Between SCRRRA and Fishers Island Garbage and Refuse District

Dear Ms. Stern:

The Board of the Southeastern Connecticut Regional Resources Recovery Authority (SCRRRA) recently reviewed the status of the above referenced Agreement between SCRRRA and Fishers Island Garbage and Refuse District (Fishers).

In your email of March 16, 2018, you questioned whether Fishers had an agreement with SCRRRA. It appears from reviewing the Agreement in our files (copy enclosed for your reference) that there is a current agreement which by its terms has a termination date of January 9, 2022.

The Board also reviewed the matter of the tip fees which Fishers has been paying. While they are the same as the tip fees which SCRRRA Member Towns have been paying, the SCRRRA Member Towns have been financially subsidizing that tip fee level. Fishers has been an unintended beneficiary of this subsidy.

For this reason, the Board sends this letter as Notice of Termination pursuant to Section 601 of the Agreement. With this three-year notice requirement, please consider the termination effective May 1, 2021.

Perhaps in lieu of a termination, if Fishers is interested, the Board would be willing to consider an Amendment to the Agreement which would address the aforementioned subsidy issue.

Please feel free to contact me with any questions or concerns you may have.

Sincerely, David Aldridge

David Aldridge Executive Director

> 7 Hurlbutt RD, Gales Ferry, CT 06335 P: (860) 381-5558 F: (860) 381-5948 www.scrrra.org

Printed on recycled paper

Sterling Superior Services

P.O. Box 62, Bozrah CT 06334-0062

AGREEMENT

This agreement is entered into this 1st day of January, 2018, between Fishers Island Waste Management, Fishers Island, New York and Sterling Superior Services, Bozrah, CT and witnesses the following:

- 1. The Term of the Agreement shall be from January 1, 2018 through December 31, 2018.
- 2. During the Term of this Agreement, Sterling Superior Services agrees to haul and dispose of all Municipal Solid Waste, Recycling Material and Bulky Material from Fishers Island Transfer Stations, see attached.

We would like to thank the committee for their consideration to Sterling Superior Services. It has been a pleasure and privilege to service the trash/recycling removal for Fishers Island and we look forward to continuing that service for you.

Dated 14. TREASURER By

Fishers Island Waste Management

Dated

Sterling Superior Services

APPENDIX 3

District Financial Information (FY 2017 and FY 2018)

Fishers Island Waste Management District - Local Solid Waste Management Plan

4000-00 · COMPOST STATION INCOME	\$50 <i>,</i> 000
4015-00 · INVESTMENT DIVIDENDS & INT.	\$3,400
	\$53,400
6000- · PAYROLL EXPENSE-	
6000-00 · SALARIES & WAGES	\$309,225
6000-02 · DISABILITY/GUARDIAN	\$305,225
6000-04 · EMPLOYEE HEALTH INSURANCE	\$104,120
6000-09 · EMPLOYER 401K	\$104,120
6000-10 · PAYROLL TAX EMPLOYER SS	\$19,200
6010-00 · PAYROLL TAX EMPLOYER 33	
6302-00 · EMPLOYEE TRAINING	\$4,000
6360-02 · INSURANCE - WORKERS COMP	\$4,000
6000- · PAYROLL EXPENSE/OTHER	\$325
TOTAL 6000- · PAYROLL EXPENSE	\$459,245
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6099-00 · OPERATING COSTS	
6100-00 · FERRY TRANSPORT	\$60,000
6150-00 · TRANSFER STATION HAULING FEES	\$25,000
6200-00 · COMPOST STATION HAULING	\$33,000
6250-00 · GARBAGE TIPPING FEES	\$19,000
Total 6099-00 · OPERATING COSTS	\$137,000
6299-00 · COMMISSION	
6300-00 · COMMISSIONER FEES	\$10,000
6301-00 · COMMISSION EXPENSE	\$3,000
Total 6299-00 · COMMISSION	\$13,000
6360-00 · INSURANCE	
6360-01 · LIABILITY	\$9,000
6360.02 · PROPERTY	\$4,500
6360.03 · EQUIPMENT	\$8,000
6360.04 · PUBLIC OFF LIABILITY & BONDS	\$3,370
Total 6360-00 · INSURANCE	\$24 , 870
6380-00 · PROFESSIONAL FEES	<u> </u>
6380-01 · ACCOUNTING	\$11,000
6380-02 · LEGAL	\$10,000
6380-03 · CONSULTING	\$100,000
Total 6380-00 · PROFESSIONAL FEES	\$121,000

FISHERS ISLAND WASTE MANAGEMENT DISTRICT BUDGET FOR FISCAL YEAR 2017

REQUEST FROM TOWN OF SOUTHOLD FOR FISHERS ISLAND WASTE MANAGEMENT DISTRICT FOR 2017 BUDGET \$566,548

6499-00 · OTHER OPERATING EXPENSES	
6500-00 · BUILDING MAINTENANCE	\$3 <i>,</i> 500
6510-00 · BUILDING UTILITIES	\$8,000
6520-00 · OFFICE SUPPLIES	\$3 <i>,</i> 500
6530-00 · ADVERTISING	\$500
6535-00 · SUBSCRIPTIONS	\$120
6600-00 · TRANSFER STATION UTILITIES	\$3 <i>,</i> 500
6620-00 · TRANSFER STATION MAINTENANCE	\$4,000
6630-00 · COMPOST UTILITIES	\$2,800
6640-00 COMPOST IMPROVEMENTS	\$1,500
6650-00 · COMPOST MAINTENANCE	\$3,215
6653-00 · SHOP	\$2,000
6654-00 · COMPACTOR/DUMPSTER MAINTENANCE	\$1,000
6655-00 · HEAVY EQUIPMENT MAINTENANCE	\$10,000
6657-00 · EQUIPMENT RENTAL	\$10,000
Total 6499-00 · OTHER OPERATING EXPENSES	\$53,635
6690-00 · BANK FEES	
6690-01 · CITIZENS FEES	\$450
6690-04 · RBS MO FEE	\$2,250
6690-06 · MORGAN STANLEY CHANGE IN VALUE	\$400
Total 6690-00 · BANK FEES	\$3,100
6900-00 · MISCELLANEOUS EXPENSE	
6002-00 · INTERCOASTAL CLEANUP	\$300
6900-00 · MISCELLANEOUS EXPENSE/OTHER	\$850
TOTAL 6900-00 · MISCELLANEOUS EXPENSE	\$1,150
	+-/
TOTAL EXPENSE	\$813,000
INCOME	\$53,400
FUNDING FROM FUND BALANCE	\$193,052
	\$566,548

School Districts 2016/17 Rates per \$1,000 Assessed Valuation					
School District		Assessed	Rate**	Estimated	Levy
	Code	Valuation	per IM	State Aid	
Orient-E. Marion	473802	13,590,314	375.893	327,996	5,114,056
Fishers Island	473804	8,487,051	376.942	290,352	3,200,363
Southold	473805	30,159,137	847.961	1,953,306	25,604,343
Greenport	473810	15,672,628	879.077	1,525,895	13,780,531
Mattituck	473812	39,817,534	894.241	2,800,000	35,636,005
New Suffolk	473815	2,415,401	330.262	2,000	798,471

** Library budgets and rates listed under LIBRARY DISTRICTS on previous page.

The Board of Assessors Office does all of the computations on your tax bill. If you have any questions regarding assessments, veteran's exemptions, senior citizen exemptions, farm exemptions, clergy exemptions, STAR exemptions, disability exemptions or the computation of a rate, please call their office at (631) 765-1937, or write to Southold Town, Board of Assessors, Main Road, PO Box 1179 Southold, NY 11971.

You may also visit the Southold Town Website at: http://www.southoldtownny.gov If you have any questions about the Town Rate, please call the Supervisor's Office at (631) 765-1800.

If you have any questions about the County Rate, please call the County Legislature's Office at (631) 853-4070.

The Town of Southold acts merely as an agent for the collection of school taxes. If you have any questions about the School Rate, please call the School Superintendent in your area.

473802	Orient- E. Marion	473810	Greenport
473804	Fishers Island	473812	Mattituck-Cutchogue-Laurel
473805	Southold	473815	New Suffolk

Oysterponds UFSD – 23405 Main Rd, Orient, NY 11957 Richard Malone -- (631) 323-2410 Fishers Island School – 78 Greenwood Rd #600, F I, NY 06390 Karen Goodwin -- (631) 788-7444 Southold UFSD – Oaklawn Ave, PO Box 470, Southold, NY 11971 David Gamberg -- (631) 765-5400 Mattituck-Cutchogue UFSD – 385 Depot Ln, Cutchogue, NY 11952 Anne Smith – (631) 298-8460 Greenport UFSD – 720 Front Street, Greenport, NY 11944 David Gamberg - (631) 477-1950 New Suffolk Common School – 1295 4th Street, New Suffolk, NY 11956

(631) 734-6940

TOWN OF SOUTHOLD December 1, 2016 to November 30, 2017 (Equalization Rate 1.08%)

GENERAL TOWN & COUNTY (47-38-00) State Wide Information System SWIS

Amount of taxes to be raised for State & County		4,205,898
Suffolk County Tax Rate	18.177	
Suffolk County - NYSRPTL	19.953	
Suffolk County – MTA Payroll Tax	.609	
Suffolk County – Out of Cty SCCC	2.027	220,149
Valuation of Town Outside Incorporated Village		103,274,212
Valuation of Greenport Village		5,018,205
Town Rate for Greenport Village	234.875	

TOWN BUDGET	VALUATION	TAX RATE	TAX LEVY
Highway	103,274,212	58.874	6,080,110
General Fund Townwide	108,292,417	234.875	25,530,030
Part Town General Fund	103,274,212	7.512	775,754
Town Rate & Town Budget		301.261	32,385,894

SPECIAL DISTRICTS			
FIRE DISTRICTS			
FD025 Orient	7,236,136	87.601	635,045
FD026 East Marion	6,541,231	77.881	509,437
FD027 Fishers Island	8,450,551	47.553	402,000
FD028 Southold	31,162,534	60.448	1,883,884
FD029 Cutchogue	19,749,190	75.671	1,494,655
FD030 Mattituck	23,501,785	82.237	1,932,956
FD031 E-W Protection	10,286,695	73.817	759,329

PARK DISTRICTS			
PK065 Orient-East Marion	13,777,367	3.191	44,000
PK070 Southold	17,810,162	18.399	327,726
PK071 Mattituck	23,502,585	17.885	420,391
PK090 Cutch-New Suffolk	19,738,890	7.092	140,000

MISCELLANEOUS DISTRICTS			
0M060 Orient Mosquito District	7,598,336	12.220	93,000
FF080 Fishers Island Ferry	8,450,551	95.122	804,137
FG081 Fishers Island Garbage	8,450,551	67.017	566,548
SW011 Solid Waste	103,903,251	17.454	1,813,927
OB001 Orient by the Sea Rd	Per Parcel	93.346	2,427

	LIBRARY DISTR	ICTS	
OL037 Orient-E. Marion	13,590,314	35.855	487,790
FL038 Fishers Island	8,487,051	6.007	51,000
GL039 Greenport	15,672,628	35.937	563,350
SL042 Southold	30,159,137	28.716	867,000
CL040 Cutchogue	17,010,784	82.796	1,409,086
ML041 Mattituck	22,806,750	60.432	1,379,247
NL044 New Suffolk	2,415,401	80.629	194,879

EXAMPLE OF TAX BREAKDOWN ACCOUNT # 1

District Name	TOTAL TAX RATE
School 473802 – Orient	375.893
Library	35.855
Southold Town	301.261
MTA Payroll Tax	.609
NYSRPTL	19.953
Out of Cty SCCC	2.027
Suffolk County	18.177
FD025 Orient Fire District	87.601
PK065 Orient-E. Marion Park District	3.191
OM060 Orient Mosquito District	12.220
SW011 Solid Waste District	17.454
WC021 Waste Water District	(.187)
TOTAL TAX RATE of above District Breakdown	874.054

HOW TO CALCULATE TAXES

Take your assessed value (displayed on tax bill in box labeled assessed value) divide by \$1000 and multiply by the total tax rate. Example: Assessed value of $5000 \div 1000 = 5 5 \times 874.054$ (Total tax rate of Acct #1) = \$4,370.27 Total Tax

IMPORTANT EXEMPTION INFORMATION

HOW TO CALCULATE:

VETERAN'S EXEMPTION: Exempt from town and county times amount of assessed valuation shown on tax bill in box labeled Veterans exemption. Subtract this amount from your computation of total tax, as described in tax computation.

THIRD PARTY NOTICE: If you are either 65 years of age or older, or disabled and you own and occupy a one or two family residence, you may designate a consenting adult third-party to receive duplicate copies of your tax bills and notices of unpaid taxes until further notice. Applications may be obtained in person from your tax-collecting officer, or by mail if you include a self-addressed stamped envelope. Applications for third-party notifications must be filed with the tax-collecting officer no later than October 1. *CLERGY EXEMPTION*: First \$1500 of assessed valuation exempt on school, town and

CLERGY EXEMPTION: First \$1500 of assessed valuation exempt on school, town and county tax. Subtract \$1500 from box labeled assessed valuation, then multiply by the correct mill rate.

OVER 65 EXEMPTION: This exemption may apply to county and/or town/highway and/or school taxing jurisdictions. The taxable value for any of these tax purposes is 50% of full value. Below are the qualifications for 2017/18:

- 1. 65 years of age or over
- 2. Maximum combined income \$37,400
- 3. Minimum of one year ownership of property
- 4. Must be legal residence of all owners

STAR EXEMPTION: This exemption applies to school tax jurisdictions. This is a fixed amount exemption.

ENHANCED STAR REQUIREMENTS for 2017/18

- 1. 65 years of age or over
- 2. Maximum combined income \$86,000
- 3. Must be primary residence in the Town of Southold

BASIC STAR REQUIREMENT:

- 1. Must be primary residence in the Town of Southold
- 2. Maximum combined income of \$500,000

OTHER EXEMPTIONS: The box marked oth. exempt. refers to exempt amount other than aged or veterans. Codes used: BUS=Business, AG=Agricultural, (Total building and/or land), SE=Solar Energy, MIN=Ministers.

DISABILITIES EXEMPTION:

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- 1. Documented evidence of the disability
- 2. Maximum combined income of less than \$37,400
- 3. Must be legal residence and be occupied by the person with the disability

EXPLANATION OF ACCOUNT NUMBERS

Individual total mill rates (per thousand dollars of assessed valuation) for the entire township as per account (#'s 1-43). To get individual tax rates for Town, County, School, Fire, Park and Misc. Districts, see cover page to calculate breakdown of total mill rate using appropriate District associated with your Acct #.

BOARD OF ASSESSORS, Town of Southold
Kevin W. Webster, Chairman
Robert I. Scott, Jr., Assessor
Richard L. Caggiano, Assessor
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с									W	
		School	RPTL						С	Total
t So	olid	Dist	MTA	Fire	Park	Ν	A I S (C.	0	Tax
# W	aste	Code C	County	Dist	Dist	DIS	STRI	СТБ	2	Rate
			SCCC						1	
1	Y	473802	Y	FD025	PK065	OM060		OL037	Y	874.054
2	Y	473802	Y					OL037		771.229
3	Y	473802	Y	FD026	PK065	OM060		OL037	Y	864.334
4	Y	473802	Y	FD026	PK065			OL037	Y	852.114
6		473804	Y	FD027		FF080	FG081	FL038		934.668
7		473804	Y					FL038		724.976
8	Y	473805	Y	FD028	PK070			SL042	Y	1314.818
10	Y	473805	Y	FD028				SL042	Y	1296.419
11	Y	473805	Y					SL042		1236.158
12	Y	473805	Y	FD029	PK090			SL042	Y	1318.734
13	Y	473812	Y	FD029	PK090			CL040	Y	1419.094
14	Y	473812	Y	FD030	PK071			ML041	Y	1414.089
17	Y	473810	Y	FD031				GL039	Y	1348.125
18	Y	473810	Y	FD028				GL039	Y	1334.756
19	Y	473810	Y					GL039		1274.495
20	Y	473810	C,	RPTL,	V			GL039		1208.109
23	Y	473815	Y	FD029	PK090			NL044	Y	852.948
24	Y	473815	Y					NL044		770.372
31	Y	473802	Y	FD025	PK065	OM060		OL037		874.241
32	Y	473810	Y	FD031				GL039		1348.312
33	Y	473810	C,	RPTL,	V			GL039	Y	1207.922
34	Y	473805	Y	FD028	PK070			SL042		1315.005
35	Y	473805	Y	FD028				SL042		1296.606
36	Y	473812	Y	FD029	PK090			CL040		1419.281
37	Y	473812	Y	FD030	PK071			ML041		1414.276
38	Y	473815	Y	FD029	PK090			NL044		853.135
42*	Y	473802	Y	FD025	PK065	OM060	OB001	OL037	Y	874.054
43		473802	Y					OL037		753.775

* Add an additional \$93.346 to the total tax for the Orient by the Sea Road District.

FIWMD FISCAL YEAR 2018 BUDGET

linary Income/Expense	
Income	
4000-00 · COMPOST STATION INCOME	50,00
4010-00 · TAX INCOME	
4015-00 · INVESTMENT DIVIDENDS & INT.	3,40
4300-00 · MISCELLANEOUS INCOME	
Total Income	53,40
Expense	
6000- · Payroll Expense-	
6000-00 · SALARIES & WAGES	380,0
6000-02 · Disability-Guardian	3.
6000-04 · EMPLOY. HEALTH INSURANCE	109,1
6000-09 · EMPLOYER 401K	4,0
6000-10 · Payroll tax expense EMPLYER SS	24,0
6000. • PAYROLL EXP OTHER	3.
6010-00 · PAYROLL TAXES-NY EMPLOYMENT TAX	7,0
6302-00 · EMPLOYEE TRAINING	6,0
6360-02 · INSURANCE - WORKERS COMP	12,0
6000- · Payroll Expense Other	5,0
Total 6000- · Payroll Expense-	547,8
6099-00 · OPERATING COSTS	
6100-00 · FERRY TRANSPORT	60,0
6150-00 · TRANSFER STN HAULING FEES	25,0
6200-00 · COMPOST STATION HAULING	33,0
6250-00 · GARBAGE TIPPING FEES	19,0
Total 6099-00 · OPERATING COSTS	137,0
6299-00 · COMMISSION	- ,-
6300-00 · COMMISSIONER FEES	10,0
6301-00 · COMMISSION EXPENSE	3,0
Total 6299-00 · COMMISSION	13,0
6360-00 · INSURANCE	,.
6360-01 · LIABILITY	9,0
6360.02 · PROPERTY	4,5
6360.03 · EQUIPMNT	8,0
6360.04 · PUBLIC OFF LIABILITY & BONDS	3,3
Total 6360-00 · INSURANCE	24,8
6380-00 · PROFESSIONAL FEES	24,0
6380-01 · ACCOUNTING	11,0
6380-02 · LEGAL	10,0
6380-03 · CONSULTING	100,0
Total 6380-00 · PROFESSIONAL FEES	121,0

6499-00 · OTHER OPERATING EXPENSES	
6500-00 · BUILDING MAINTENANCE	3,500
6510-00 · BUILDING UTILITIES	3,500
6510.06 · BUILDING FO	2,500
6510-00 · BUILDING UTILITIES - Other	3,000
Total 6510-00 · BUILDING UTILITIES	5,500
6520-00 · OFFICE SUPPLIES	3,500
6530-00 · ADVERTISING	500
6535-00 · SUBSCRIPTIONS	120
6600-00 · TRANSFER STATION UTILITIES	3,500
6620-00 · TRANS. STN.MAINTENANCE	4,000
6630-00 · COMPOST UTILITIES	3,000
6640-00 · COMPOST IMPROVEMENTS	1,550
6650-00 · COMPOST MAINTENANCE	3,215
6653-00 · SHOP	2,000
EQUIP FO	2,500
6654-00 · COMPACTOR/DUMPSTER MAINTENANCE	4,000
6655-00 · HEAVY EQUIP. MAINTENANCE	15,000
6657-00 · EQUIPMENT RENTAL	10,000
Total 6499-00 · OTHER OPERATING EXPENSES	52,885
6690-00 · BANK FEES	
6690-01 · CITIZENS FEES	450
6690-04 · RBS MO FEE	2,250
6690-06 · MORGAN STANLEY CHANGE IN VALUE	400
6690-07 · LATE FEE CC	
Total 6690-00 · BANK FEES	3,100
66900 · Reconciliation Discrepancies	
6900-00 · Miscellaneous Expense	
6002-00 · INTERCOASTAL CLEANUP	300
6900-00 · Miscellaneous Expense - Other	
Total 6900-00 · Miscellaneous Expense	300
Total Expense	908,975
Net Ordinary Income	
Netherme	

Net Income

FUND FROM TAXES	
EXPENSES	908,975
INCOME	53,400
	855,575

		School Districts	2017/18			
Rates per \$1,000 Assessed Valuation						
School District		Assessed	Rate**	Estimated	Levy	
	Code	Valuation	per IM	State Aid		
Orient-E. Marion	473802	13,777,012	372.653	327,863	5,138,562	
Fishers Island	473804	8,465,724	378.038	289,541	3,200,363	
Southold	473805	30,244,616	858.387	1,998,066	25,994,058	
Greenport	473810	15,659,676	912.872	1,581,631	14,304,000	
Mattituck	473812	40,006,508	889.905	2,800,000	35,641,831	
New Suffolk	473815	2,460,637	345.562	2,000	850,375	

** Library budgets and rates listed under LIBRARY DISTRICTS on previous page.

The Board of Assessors Office does all of the computations on your tax bill. If you have any questions regarding assessments, veteran's exemptions, senior citizen exemptions, farm exemptions, clergy exemptions, STAR exemptions, disability exemptions or the computation of a rate, please call their office at (631) 765-1937, or write to Southold Town, Board of Assessors, Main Road, PO Box 1179 Southold, NY 11971.

You may also visit the Southold Town Website at: http://www.southoldtownny.gov If you have any questions about the Town Rate, please call the Supervisor's Office at (631) 765-1800.

If you have any questions about the County Rate, please call the County Legislature's Office at (631) 853-4070.

The Town of Southold acts merely as an agent for the collection of school taxes. If you have any questions about the School Rate, please call the School Superintendent in your area.

473802	Orient- E. Marion	473810	Greenport
473804	Fishers Island	473812	Mattituck-Cutchogue-Laurel
473805	Southold	473815	New Suffolk

Oysterponds UFSD – 23405 Main Rd, Orient, NY 11957 Richard Malone -- (631) 323-2410 Fishers Island School – 78 Greenwood Rd #600, F I, NY 06390

Karen Goodwin -- (631) 788-7444

Southold UFSD - Oaklawn Ave, PO Box 470, Southold, NY 11971

David Gamberg -- (631) 765-5400

Mattituck-Cutchogue UFSD – 385 Depot Ln, Cutchogue, NY 11935

Anne Smith – (631) 298-8460

Greenport UFSD – 720 Front Street, Greenport, NY 11944

David Gamberg - (631) 477-1950

New Suffolk Common School – 1295 4th Street, New Suffolk, NY 11956 (631) 734-6940

TOWN OF SOUTHOLD December 1, 2017 to November 30, 2018 (Equalization Rate 1.01%) GENERAL TOWN & COUNTY (47-38-00) State Wide Information System SWIS

Amount of taxes to be raised for State & County		2,823,041
Suffolk County Tax Rate	19.068	
Suffolk County - NYSRPTL	6.134	
Suffolk County - MTA Payroll Tax	.619	
Suffolk County – Out of Cty SCCC	1.378	150,626
Valuation of Town Outside Incorporated Village	Product Product	103.857,472
Valuation of Greenport Village		5,043,505
Town Rate for Greenport Village	239.345	

TOWN BUDGET	VALUATION	TAX RATE	TAX LEVY
Highway	103,857,472	58.624	6,088,491
General Fund Townwide	108,900,977	239.345	26,156,931
Part Town General Fund	103,857,472	6.894	715,988
Town Rate & Town Budget		304.863	32,961,410

FIRE DISTRICTS			
FD025 Orient	7,334,545	88.085	646,255
FD026 East Marion	6,605,068	77.525	512,100
FD027 Fishers Island	8,429,224	48.546	409,200
FD028 Southold	31,251,749	62.123	1,942,020
FD029 Cutchogue	19,854,841	80.524	1,599,095
FD030 Mattituck	23,615,223	84.015	1,984,237
FD031 E-W Protection	10,295,350	76.267	785,267

PK065 Orient-East Marion	13,939,613	2.941	41,000
PK070 Southold	17,857,922	18.342	327,726
PK071 Mattituck	23,635,623	11.972	283.000
PK090 Cutch-New Suffolk	19,824,941	6.556	130.000

MISCELLANEOUS DISTRICTS			
0M060 Orient Mosquito District	7,712,845	12.055	93,000
FF080 Fishers Island Ferry	8,429,224	98.010	826,140
FG081 Fishers Island Garbage	8,429,224	101.502	855,575
SW011 Solid Waste	104,398,836	19.141	1,998,649

	LIBRARY DISTRICTS	5	
OL037 Orient-E. Marion	13,777,012	33.186	457,628
FL038 Fishers Island	8,465,724	6.025	51,000
GL039 Greenport	15,659,676	33.195	520,184
SL042 Southold	30,244,616	34.516	1.045.000
CL040 Cutchogue	17,057,402	84.453	1,441,394
ML041 Mattituck	22,949,106	61.547	1,414,243
NL044 New Suffolk	2,460,637	81.008	199.347

EXAMPLE OF TAX BREAKDOWN ACCOUNT # 1

District Name	TOTAL TAX RATE
School 473802 – Orient	372.653
Library	33.186
Southold Town	304.863
MTA Payroll Tax	.619
NYSRPTL	6.134
Out of Cty SCCC	1.378
Suffolk County	19.068
FD025 Orient Fire District	88.085
PK065 Orient-E. Marion Park District	2.941
OM060 Orient Mosquito District	12.055
SW011 Solid Waste District	19.141
TOTAL TAX RATE of above District Breakdown	860.123

HOW TO CALCULATE TAXES

Take your assessed value (displayed on tax bill in box labeled assessed value) divide by \$1000 and multiply by the total tax rate. Example: Assessed value of $5000 \div 1000 = 55 \times 860.123$ (Total tax rate of Acct #1) = \$4,300.62 Total Tax

IMPORTANT EXEMPTION INFORMATION

HOW TO CALCULATE:

VETERAN'S EXEMPTION: Exempt from town and county times amount of assessed valuation shown on tax bill in box labeled Veterans exemption. Subtract this amount from your computation of total tax, as described in tax computation.

THIRD PARTY NOTICE: If you are either 65 years of age or older, or disabled and you own and occupy a one or two family residence, you may designate a consenting adult third-party to receive duplicate copies of your tax bills and notices of unpaid taxes until further notice. Applications may be obtained in person from your tax-collecting officer, or by mail if you include a self-addressed stamped envelope. Applications for third-party notifications must be filed with the tax-collecting officer no later than October 1. *CLERGY EXEMPTION*: First \$1500 of assessed valuation exempt on school, town and county tax. Subtract \$1500 from box labeled assessed valuation, then multiply by the correct mill rate.

OVER 65 EXEMPTION: This exemption may apply to county and/or town/highway and/or school taxing jurisdictions. The taxable value for any of these tax purposes is 50% of full value. Below are the qualifications for 2018/19:

- 1. 65 years of age or over
- 2. Maximum combined income \$37,400
- 3. Minimum of one year ownership of property
- 4. Must be legal residence of all owners

STAR EXEMPTION: This exemption applies to school tax jurisdictions. This is a fixed amount exemption.

ENHANCED STAR REQUIREMENTS for 2018/19

- 1. 65 years of age or over
- 2. Maximum combined income \$86,000
- 3. Must be primary residence in the Town of Southold

BASIC STAR REQUIREMENT:

- 1. Must be primary residence in the Town of Southold
- 2. Maximum combined income of \$500,000

OTHER EXEMPTIONS: The box marked oth. exempt. refers to exempt amount other than aged or veterans. Codes used: BUS=Business, AG=Agricultural, (Total building and/or land), SE=Solar Energy, MIN=Ministers.

DISABILITIES EXEMPTION:

- 1. Documented evidence of the disability
- 2. Maximum combined income of less than \$37,400
- 3. Must be legal residence and be occupied by the person with the disability

EXPLANATION OF ACCOUNT NUMBERS

Individual total mill rates (per thousand dollars of assessed valuation) for the entire township as per account (#'s 1-43). To get individual tax rates for Town, County, School, Fire, Park and Misc. Districts, see cover page to calculate breakdown of total mill rate using appropriate District associated with your Acct #.

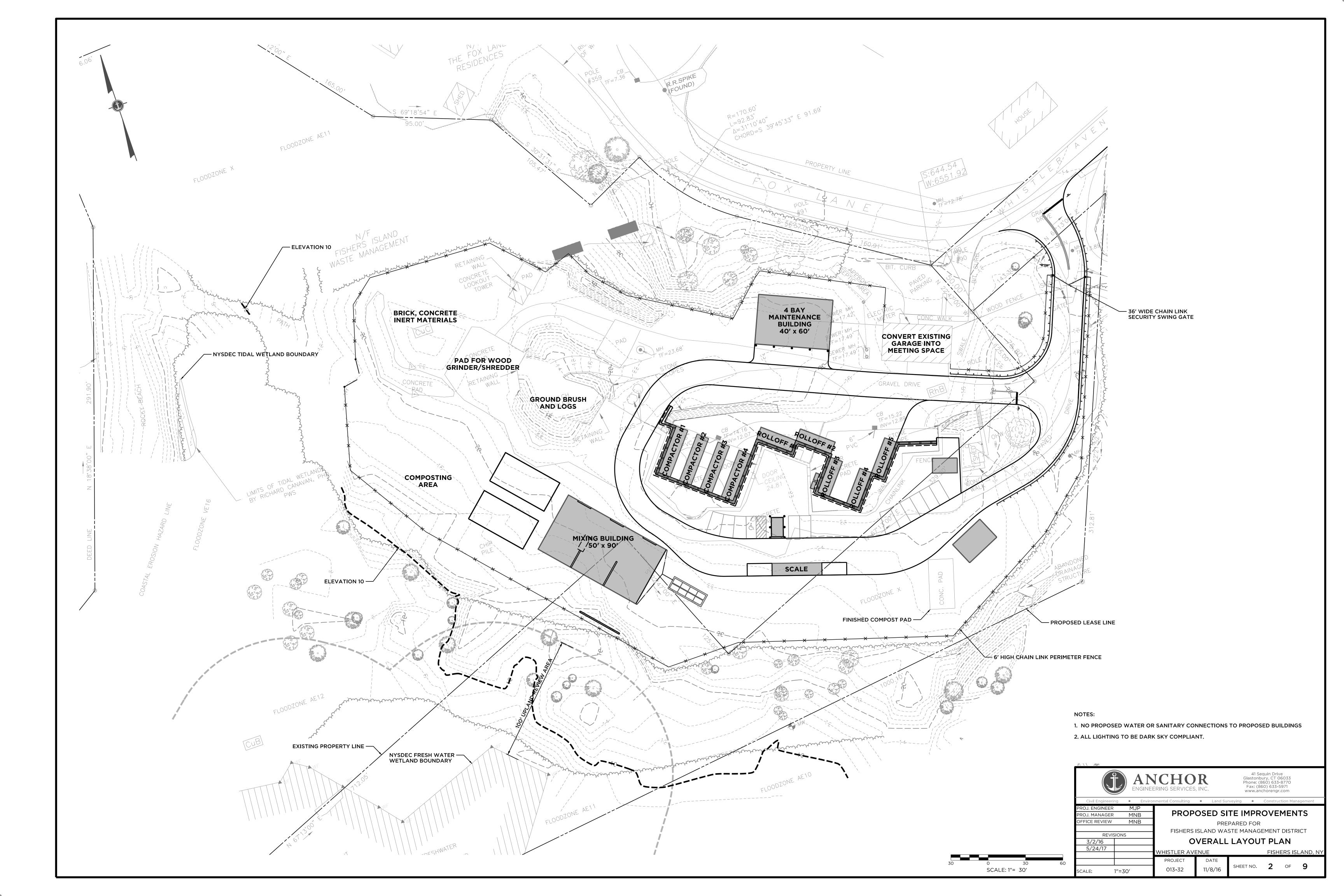
BOARD OF ASSESSORS, Town of Southold Kevin W. Webster, Chairman Robert I. Scott, Jr., Assessor Richard L. Caggiano, Assessor

A			-						
с			Town						
c		School						-	Total
	olid		MTA	Fire	Park	MISC. DISTRICTS			Tax
# W	aste		County		Dist	DI	SIRI	CTS	Rate
1	Y	473802	SCCC	FD025	PK065	OM060		OL037	860.123
2	Y	473802	Ŷ	10020	111000	011000		OL037	757.042
3	Y	473802	Y	FD026	PK065	OM060		OL037	849.56
4	Y	473802	Y	FD026	PK065	0101000	-	OL037	837.50
6	-	473804	Y	FD027	111005	FF080	FG081	FL038	964.183
7	-	473804	Y	10021		11000	10001	FL038	716.12
8	Y	473805	Y	FD028	PK070			SL042	1324.57
10	Y	473805	Y	FD028	11070		-	SL042	1306.229
11	Y	473805	Y	10020				SL042	1244.10
12	Y	473805	Y	FD029	PK090	-	-	SL042	1244.10
13	Y	473812	Y	FD029	PK090			CL042	1412.64
14	Y	473812	Y	FD030	PK071	-		ML041	1398.642
17	Y	473810	Y	FD031	11071	-	-	GL039	1373.53
18	Y	473810	Y	FD028		1	-	GL039	1375.35
19	Y	473810	Y	10020		-		GL039	1297.27
20	Y	473810	C.	RPTL.	v			GL039	1231.75
23	Ŷ	473815	Y	FD029	PK090			NL044	864.85
24	Ŷ	473815	Y	10025	TILOJO			NL044	777.77
31	Ŷ	473802	Y	FD025	PK065	OM060		OL037	860.12
32	Ŷ	473810	Y	FD031		0111000		GL039	1373.53
33	Ŷ	473810	C.	RPTL.	V			GL039	1231.75
34	Ŷ	473805	Y	FD028	PK070			SL042	1324.57
35	Ŷ	473805	Y	FD028				SL042	1306.22
36	Y	473812	Y	FD029	PK090			CL042	1412.64
37	Y	473812	Y	FD030	PK071			ML041	1398.642
38	Y	473815	Y	FD029	PK090			NL041	864.85
42	Y	473802	Y	FD025	PK065	OM060		OL037	860.12
43	-	473802	Y	1 1025	11005	0111000		OL037	737.90

APPENDIX 4

Adopted Statement and Overall Layout Plan for Facilities Consolidation and Modernization

Fishers Island Waste Management District - Local Solid Waste Management Plan



Fishers Island Waste Management Strategic Plan September 2017

- 1. Combine the Transfer Station and the Compost Station at the current Compost Station location and use green technology to turn waste into usable products
- 2. Reduce the amount of waste materials brought to the Island through education and financial incentives
- 3. Reduce the amount of waste materials that leave the Island by using sophisticated composting techniques and crushing glass
- 4. Increase collaboration opportunities with customers and contractors for mutual benefit; bins
- 5. Have employees who are enthusiastic about their contributions to waste management and earn a living wage
- 6. Market the Commission to attract new Commissioners and constantly improve our positive public image
- 7. Be more energy efficient

The Combined Stations will allow us to:

- 1. Grind and regrind all brush and logs to produce a usable product
- 2. Store wood chips for reuse
- 3. Crush glass for reuse
- 4. Compost paper and cardboard for reuse
- 5. Compost both yard and organics garbage for reuse
- 6. Cut shipping garbage off island by 75%
- 7. Reduce our dependence on fossil fuels by producing and using heat from composting piles

More training and opportunities for Employees and livable wage for all

- 1. Conferences and certifications that increase knowledge, skills and morale
- 2. Training as advocates for environmental solutions
- 3. Improved training in the operation, repair and maintenance of equipment
- 4. Training in CPR and emergency first aid

Commission Improvements

- 1. Greater commitment from Commissioners to support and implement strategic outcomes
- 2. Work as discussion based cohesive team
- 3. Respect employees and avoid micromanaging
- 4. Spend time at facilities to see improvements and know employee contributions first hand
- 5. Advocating waste management solutions to the public
- 6. Create a Public Education Plan

Adopted September 25, 2017

APPENDIX 5

Order Establishing Fishers Island Refuse and Garbage District

Fishers Island Waste Management District - Local Solid Waste Management Plan

STATE OF NEW YORK - DEPARTMENT OF AUDIT AND CONTROL

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In the Matter of the

Application of the Town Board of the Town of Southold, Suffolk County, New York, for the permission of the State Comptroller to establish the Fishers Island Refuse and Garbage District in said town.

WHEREAS, application has been duly made to the undersigned by the Town Board of the Town of Southold, Suffolk County, New York, by its Supervisor, pursuant to section 194 of the Town Law, for the permission of the State Comptroller to establish the Fishers Island Refuse and Garbage District in said town, in accordance with such application and a resolution of said board adopted on April 4, 1952, and

WHEREAS, notice of such application to the State Comptroller has been duly given to the Board of Supervisors of Suffolk County, New York, by the State Comptroller in the menner prescribed by section 194 of the Town Law, and

WHEREAS, the undersigned has duly examined such application,

NOW, THEREFORE, pursuant to such examination and upon such application of the Town Board of the Town of Southold the undersigned does hereby find and determine, after due deliberation:

- (1) That the public interest will be served by the establishment of the Fishers Island Refuse and Garbage District in the Town of Southold in accordance with such application.
- (2) That the cost of establishing the proposed district will not be an undue burden upon the property of the proposed district.

I, J. RAYMOND McGOVERN, Comptroller of the State of New York, do hereby order that such application of the town board of the Town of Southold for permission to establish the Fishers Island Refuse and Garbage District be, and the same hereby is, granted, and I do hereby permit the establishment of seid district in accordance with the following description:

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows:

On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound.

Executed in duplicate under my hand and the seal of the Comptroller of the State of New York, at the City of Albany, New York, this 4th day of August, 1952.



J. RAYMOND MCGOVERN State Comptroller

William J. Embler Deputy Comptroller

MEETING OF APRIL 4, 1952.

A public hearing of the Southold Town Board was held at the Fishers Island Schoolhouse on Friday, April 4, 1952, to consider the petition and to hear all persons interested in establishing a Refuse and Garbage District at Fishers 'sland. Present were Supervisor Klipp; Justices Terry, Tuthill, 'lark and Edwards; Superintendent of Highways Price; Town Attorney Terry and Town Cleek Booth.

Notice of said hearing was duly published and posted as required by Law. Supervisor Klipp opened the hearing at 9:30 o'clock A.M. read the call of the meeting, affidavits of publication and post-ing. The Supervisor then called upon any person desiring to be heard in favor of establishing a Refuse and Garbage District. Persons speaking in favor of said district were: Mrs. Mildred Andrews, A. John Gada, Harold . Baker, Warren Maynard, Jr., Adelard LeGere, Mr. Wall, Theodore Arasimowicz, H. Lee Ferguson, Mrs. H. Lee Ferguson, Mr.Callahan representing Remington Rand Inc. stated that while Remington Rand Inc. had not signed the petition he was authorized to state that the Company was whole heartedly in favor of it and wanted to be put on record as supporting it. Supervisor Klipp then called upon any person desiring to be heard against establishing a Refuse and Garbage District. No person spoke against establishing said district. The Supervisor called upon all persons in favor of establishing a Refuse and Garbage District to signify by raising their hand. Apparently everyone in the room responded favorably. Discussion upon the establishment of said district having been had and all pesons desiring to be heard, having been heard, the meeting was recessed by the Supervisor for a brief period of time for deliberations on the Resolution for the establishment of said district. The meeting was reconvened and the Supervisor read the Resolution which was adopted by the Town Board. The hearing was

duly closed at 11 o'clock A.M.

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Moved by fustice Edwards; seconded by Justice Clark: In the Matter

of The petition for the establishment of a Refuse and Garbage District at Rishers Island in the Town of Southold, Suffolk County, New York. ****** ******

RESOLUTION OF SOUTHOLD TOWN BOARD APPROVING THE ESTABLISHMENT OF A REFUSE AND GARBAGE DISTRICT AT FISHERS ISLAND IN THE TOWN OF SOUTHOLD, SUFFOLK COUNTY, NEW YORK.

WHEREAS, a petition for the creation of a refuse and garbage district bo be known as the Fishers Island Refuse and Garbage District in the Town of Southold, Suffolk County, New York, the said petition being dated August 21, 1951, was duly presented to this Town Board, and

this Town Board, and WHEREAS, an order was duly adopted by the Town Board on March 11, 1952, reciting the filing of said petition, the improvements proposed, the boundaries of the proposed **district**, and the estimated expenses thereof and specifying April 4, 1952 at 9:30 o'clock A.M. as the time and the Fishers 'sland Schoolhouse in said Town as the place where the said Board would meet to consider the petition and to hear all persons interested in the subject thereof, concerning the same, and WHEREAS, such order was duly posted, published and served as re-

quired by law, and

WHEREAS, a hearing in the matter was duly held by the Board on this 4th day of April, 1952, commencing at 9:30 o'clock A.M., at the Fishers Island Schoolhouse in said Town, and constderable discussion upon the matter having been had, and all persons desiring to be heard,

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Now, upon the evidence given such hearing, and upon motion of Justice E. Ferry Edwards and seconded by Justice Henry A. Clark, it is

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RESOLVED AND DETERMINED, that (a) the petition aforesaid is signed and acknowledged as required by law, it duly complies with the requirements of Section 191 of the Town Law as to sufficiency of signers with respect to the boundaries of the proposed district as herein approved and it is otherwise sufficient; (b) all the property and property owners within the proposed district are benefited thereby; (c) all the property and property owners benefited are included within the limits of the proposed district; and (d) it is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND DETERMINED, that the establishment of a refuse and garbage district as proposed in said petition be approved; that the improvement therein mentioned be constructed and the service therein mentioned be provided for upon the required funds being made available or provided, and that such district shall be designated and known as the Refuse and Garbage District at Fishers Island in the Town of Southold and shall be bounded and described as follows:

> All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H.G. Wright", "Mount Prospect" "Wilderness Point" and "Coast Guard Station No. 59", all as shown on map accompanying the petition, said territory being bounded and described as follows: On the North by Fishers Island; on the East by Block Island Sound; on the South by Block Islandh and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound.

The boundaries herein described are intended to coincide with the present boundaries of Fishers Island, in the Town of Southold, Suffolk County, New York; and it is further RESOLVED: that the proposed improvement, including the cost of construction work, acquisition of the necessary land, legal fees and all other expenses, shall be financed by the issuance of bonds or other evidence of indebtedness pursuant to the provisions of the Local Finance Law of said Town which shall be a charge upon said District in a sum not to exceed \$50,000, And it is further

RESOLVED: that the Town Clerk of this Town shall within ten days after the adoption of this resolution file certified copies thereof in duplicate in the office of the State Department of Audit and Control at Albany, New York, together with an application by this Board in duplicate for permission to create such district as provided for by Town Law, Section 194; and that such application shall be executed by and in behalf of the Town Board by the supervisor of the Town.

THE QUESTION OF THE ADOPTION OF THE FOREGOING RESOLUTION WAS DULY PUT TO A VOTE WHICH RESULTED AS FOLLOWS:

AIES	Supervisor Norman E. Klipp
<i>i.</i>	Justice Harry H. Terry
	Justice Ralph W. Tuthill
•	Justice Henry A. Clark
	Justice E. Perry Edwards
ABSENT	Justice Legter M. Albertson
NAYES	NONE

THE SUPERVISOR THEREUPON DECLARED THAT THE RESOLUTION WAS DULY ADOPTED.

Ralph P. Booth Town Clerk BEFORE THE TOWN BOARD OF THE TOWN OF SOUTHOLD, SUFFOLK COUNTY, NEW YORK. In the Matter : of : The Establishment of the Fishers : Island Refuse and Garbage District in the Town of Southold, County : of Suffolk, New York.

: ORDER ESTABLISHING DISTRICT.

A petition in this matter for the creation of a refuse and garbage district having been duly presented to the Town Board, and an order having been duly adopted by the Town Board on March 11th, 1952, for the hearing of all persons interested in the matter on the 4th day of April, 1952, at 9:30 o'clock in the forenoon of that day at the Fishers Island schoolhouse at Fishers Island, New York, and a hearing by the said Board having been duly held at such time and place, and it having been duly resolved and determined following such hearing that the petition herein was signed and acknowledged or proved as required by law and otherwise sufficient, that all the property and property owners within the proposed district were benefited thereby, that all property and property owners benefited were included within the limits of the proposed district, and that it was in public interest to grant in whole the relief sought, and it having been then and there further duly resolved that the establishment of such district as proposed be approved, and application having been thereafter and on April 12th, 1952, duly made in duplicate to the State Department of Audit and Control at Albany, New York, for permission to create such district as more fully provided for by Town Law, Section 194, and the State Comptroller

having duly made an order in duplicate, dated August 4th, 1952, granting permission for the creation of the district in all respects as petitioned for and approved by the Town Board as aforesaid; and one copy of such order having been duly filed in the office of the State Department of Audit and Control at Albany, New York, and the other in the office of the Town Clerk of this Town, and the Town Clerk having duly presented such order to this Board at this meeting, being its first meeting held after the said order was filed with him; it is hereby

ORDERED, that a refuse and garbage district be established in the said Town of Southold, Suffolk County, New York, as described in the order of the State Comptroller aforesaid, to be designated as the Fishers Island Refuse and Garbage District of the Town of Southold and to be of the following description and boundaries, to wit:-

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows:

On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound.

Dated, Queg. 7th, 1952.

Raeph P. Bowh Low clerk

JUSTICES OF THE PEACE

Members of the Town Board of the Town of Southold, Suffolk County, N. Y.

In the Matter

of

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The petition for the establishment of a Refuse and Garbage District at Fishers Island in the Town of Southold, Suffolk County, New York.

RESOLUTION OF SOUTHOLD TOWN BOARD APPROVING THE ESTABLISHMENT OF A REFUSE AND GARBAGE DISTRICT AT FISHERS ISLAND IN THE TOWN OF SOUTHOLD, SUFFOLK COUNTY, NEW YORK.

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WHEREAS, a petition for the creation of a refuse and garbage district to be known as the Fishers Island Refuse and Garbage District in the Town of Southold, Suffolk County, New York, the said petition being dated August 21, 1951, was duly presented to this Town Board, and Whereas an order was duly adopted by the Town Board on March 11, 1952, reciting the filing of said petition, the improvements proposed, the boundaries of the proposed district, and the estimated expenses thereof and specifying April 4, 1952 at 9:30 o'clock A.M. as the time and the Fishers Island Schoolhouse in said Town as the place where the said Board would meet to consider the petition and to hear all persons interested in the subject thereof, concerning the same, and Whereas such order was duly posted, published and served as required by law, and whereas a hearing in the matter was duly held by the Board on this 4th day of April, 1952, commencing at 9:30 o'clock A.M., at the Fishers Island Schoolhouse in said Town, and considerable discussion upon the matter having been had, and all persons desiring to be heard,

Now, upon the evidence given upon such hearing, and upon motion of and seconded by

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it is

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RESOLVED AND DETERMINED, that (a) the petition aforesaid is signed and acknowledged or proved as required by law, it duly complies with the requirements of Section 191 of the Town Law as to sufficiency of signers with respect to the boundaries of the proposed district as herein approved and it is otherwise sufficient; (b) all the property and property owners within the proposed district are benefited thereby; (c) all the property and property owners benefited are included within the limits of the preposed district; and (d) it is in the public interset to grant in whole the relief sought; and it is further

RESOLVED AND DETERMINED, that the establishment of a refuse and garbage district as proposed in said petition be approved; that the improvement therein mentioned be constructed and the service therein mentioned be provided for upon the required funds being made available or provided for; and that such district shall be designated and known as the Refuse and Garbage District at Fishers Island in the Town of Southold and shall be bounded and described as follows:-

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows:

On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound. The boundaries herein described are intended to coincide with the present boundaries of Fishers Island, in the Town of Southold, Suffolk County, New York; and it is further

RESOLVED, that the proposed improvement, including the cost of construction work, acquisition of the necessary land, legal fees and all other expenses, shall be financed maximizations by the issuance of bonds (or other evidence of indebtedness pursuant to the provisions of the Local Finance Law) of said Town of Southold which shall be a charge upon said District in a sum not to exceed \$50,000.00,

And it is further

RESOLVED that the Town Clerk of this Town shall within ten days after the adoption of this resolution file certified copies thereof in duplicate in the office of the State Department of Audit and Control at Albany, New York, together with an application by this Board in duplicate for permission to create such district as provided for by Town Law, Section 194; and that such application shall be executed by and in behalf of the Town Board by the supervisor of the Town.

THE QUESTION OF THE ADOPTION OF THE FOREGOING RESOLUTION WAS DULY PUT TO A VOTE WHICH RESULTED AS FOLLOWS:

AYES	٠	٠	٠	٠	• Supervisor Norman E. Klipp	
					Justice Harry H. Terry	
					Justice Ralph W. Tuthill	3
					Justice Henry A. Clark	
					Justice E. Perry Edwards	

ABSENT Justice Lester M. Albertson .

NAYES . . . None.

THE SUPERVISOR THEREUPON DECLARED THAT THE RESOLUTION WAS DULY ADOPTED.

At a meeting of the Town Board of the Town of Southold, Suffolk County, New York held at 16 South Street, Municipal Building in the Village of Greenport, New York on the 11th day of March, 1952.

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PRESENT:

Norman E. Klipp Supervisor

Harry Terry Justice of the Peace

Ralph W. Tuthill Justice of the Peace

Henry A. Clark Justice of the Peace

-Lester M. Albertson Justice of the Peace

In the Matter

of

The petition for the establishment of a Refuse and Garbage District at Fishers Island in the Town of Southold, Suffolk County, New York.

WHEREAS, a written petition, dated August 21, 1951, in due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Southold, Suffolk County, New York, for the establishment of a Refuse and Garbage District in the said Town, to be described as follows:

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows:

On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations, and Block Island Sound. WHEREAS, the improvements proposed consist of the securing and furnishing such appurtenances and other facilities as may be necessary for the sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials, in said district, and

WHEREAS, the maximum amount proposed to be expended for the construction work of the district and the acquisition of the necessary land as stated in the said petition is the sum of \$50,000., it is hereby

ORDERED that a meeting of the Town Board of the said Town of Southold be held at the Fishers Island Schoolhouse at Fishers Island, New York on the 40 day of 200, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island**, 1952 at **7.30 p.m.** in the **Southold be held at the Fishers Island** at **5.30 p.m.** in the **Southold Be held at the Fishers Island at the Fishers Island at the**

Dated: March 11, 1952.

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Members of the Town Board of the Town of Southold, Suffolk County, New York

TO THE TOWN BOARD OF THE TOWN OF SOUTHOLD:

We, the undersigned, being owners of taxable real property situate in Fishers Island, Town of Southold, County of Suffolk and State of New York, and in the proposed district hereinafter described, and owning in the aggregate more than one-half of the assessed valuation of all the taxable real property of said proposed district, as shown upon the latest completed assessment roll of said Town, and including resident owners of said district of taxable real property aggregating at least one-half of all the taxable real property of said Town owned by resident owners, according to the latest completed assessment roll, do hereby petition your Honorable Board to create and establish a REFUSE AND GARBAGE DISTRICT, pursuant to Article 12, sub-division 191, of the Town Law and of the provisions applicable thereto, which is to be located in the Town of Southold, County of Suffolk and State of New York, outside of any incorporated village and wholly within the Town of Southold, within the entire area of Fishers Island in said Town, exclusive of any United States Military reservations, said District being described as follows:

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H.G. Wright", "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying this petition, said territory being bounded and described as follows:

On North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U.S. Government reservations; on the West by Fort H.G. Wright, Schliftary reservations, and Block Island Sound. District

The intent and purpose of said proposed Refuse and Garbage is to secure and furnish such appurtenances and other facilities as may be necessary for the sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials in said District, as the facilities now provided were discontinued and withdrawn at the close of the year 1950_{\odot} It is, therefore, vitally essential that means be instituted at once with full authorization to take over and perform this work.

The maximum amount proposed to be explored in the construction work of the District and the acquisition of the necessary land 202 and is \$50,000.00, according to the provisions of Sections /202a of the Town Law; the coset of said constrution and maintenance shall be assessed, levied and collected from the several lots and parcels of land within the District in the manner and at the time as provided by Section 202, sub-division 3 of the Town Law.

FICHERS ISLAND GANBAGE AND REFUSE DISTRICT

FROFORAL

To The Jown Board of the Town of Southold, New York:

For the combined collection, removal and disposal of all the garbage and refuse in the Fishers Island Garbage and Refuse District, for the term of three years, from January 1, 1953, for the sum of Twelve Thousand Eight Hundred and 00/100 Dollars (\$12,800.00) per year.

If this proposal shall be accepted by the Town Board of the Town of Southold, New York and the undersigned shall fail to execute a satisfactory contract or fail to file the required bond, then the said Town may, at its option, determine that the undersigned has abandoned the Contract, and thereupon his proposal shall be returned to the undersigned.

Attached herewith is a certified check or proposal bond for the sum of Three thousand Dollars (33,000.00), in accordance with the conditions stipulated in the specifications.

The undersigned herewith further agrees, conditioned upon the acceptance of this proposal by the said Town Coard of the Town of Couthold, New York, to furnish annually, during the term of this agreement, a suitable security bond in the sum of the amount of the contract, to be an indemnity to the Yown Board of the Town of Couthold, New York, in case of any default or breach in his contract.

The equipment and condition thereof I will have on hand to

properly conduct and fulfill the terms of the specifications and

of the work they cover are:

Item of Equipment Condition Item of Equipment Condition Excellent 1952 Chevrolet 12-ft.

Covered Rack Dump

1952 Hough Front End Loader & Bulldozer

New

There is no person interested in this bid as principal except the person or persons signing this proposal.

IN ITECH WHELEDE, the undersigned has herewith set his (their) name in full, together with his (their) residence address, this 25th day of November , 1952.

- The N. B. King & Co. Inc. -¥~=*k 26 Moore Court New London, Conn. -<u>'o</u>r
- By N. B. King New York

FISHERS ISLAND GARBAGE AND REFUSE DISTRICT SPECIFIC: TIONS FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE

The following are the specifications covering the collection and disposel of all the garbage and refuse within the limits of Fishers Island Garbage and Refuse District in the Town of Southold, Count, of Suffolk, New York, including the public schools, fire houses and any town buildings, for a period of three years from January 1, 1953, and are furnished to prospective bidders for the contract for such collection and disposal. The same are to be considered a part of such contract upon its being awarded to the successful bidder.

1. Each bidder will be required to submit a scaled proposal to the Town Board of the Town of Southold for the collection and disposal of garbage and refuse in accordance with the terms and conditions hereinsfter set forth. The Town Board of the Town of Southold reserves the right to reject any and all bids, or parts thereof, without reason.

2. Each proposal must be accompanied by the deposit of a certified check psyable to the order of the Supervisor of the Town of Southold in the sum of \$3,000.00, or a Lond with sufficient sursties, to be approved by the Supervisor, in a penal sum of \$3,000.00, conditioned that if the proposal is accepted the successful bidder will enter into a contract for the work, and that he will execute within fifteen days from the date of the acceptance of the proposal a suitable accurity bond in the sum of the amount of the contract, conditioned for the faithful performance and completion of the work herein specified.

All deposits except that of the successful bidder will be returned.

Upon acceptance of his bid, if the successful bidder fails to enter into a contract pursuant to the requirements of the Town Board, or fails to give the further security prescribed herein within the time limited herein, then the check deposited as aforesaid and the money standing to the credit of the same, shall be forfeited to the Town as liquidated damages or if a bond has been presented, in lieu of a certified check then the penalty shall be enforced as liquidated denages.

3. The successful bidder hereinafter called the Contractor, shall commence the work on January 1, 1953, and shall continue the work for a period of three (3) years.

4. The Contractor shall be required to collect and deliver garbage and refuse to a site leased by the Town of Southold and there dispose of them by the land fill wethod as directed from time to time by the Commissioners of the Fishers Island Garbage and Refuse District.

5. The collection, delivery and disposal shall be under the direction and supervision of the Commissioners of the Fishers Island Gerbege and Refuse District, and the men engaged in the collection, delivery and disposal shall be subject to their orders.

6. The Contractor shall have direct charge of and be responsible for the antire work contempleted under this contract. When the Contractor is absent from the work, he shall at all times have a responsible person in charge duly authorized to receive and execute orders given by the Commissioners or their representative.

7. The Contractor shall indemnify and save the Town harmless of and from any and all claims, damages and charges of every name and nature arising from the negligence or want of care of the Contractor or his men in the prosecution of the work.

8. Payments for the work will be made to the Contractor by the Town in twelve (12) monthly installments each year. The amount of each such installment shall be in proportion to the number of "pick-ups" in each month of the term and shall be determined by consultation and agreement between the Contractor and the Commissioners. In no event, shall the total of the twelve (12) installment payments per year exceed the agreed yearly price. The first payment or installment to be made on or before the fiftmenth (15) day of the month following the first month's work. The succeeding payments will be made on or about the fiftmenth (15) day of each month following for the duration of the contract.

9. Any Contractor, to whom this contract be let or awarded, is prohibited from assigning, transferring, sub-letting or otherwise disposing of the same or any part of the work called for by the same to any other person, company or corporation without the previous consent in writing of the Town Board of the Town of Southold.

10. If at any time the Commissioners shall be of the opinion and shall so certify in writing to the said Town Board that the work is unnecessarily delayed or the Contractor is willfully violating any of the conditions of this contract, or if the work be not fully completed within the time named in these specifications, the said Town Board shall have the power to notify the Contractor to discontinue all work or any part thereof, by a written notice to be served upon the Contractor, either personally or by leaving said notice at his residence or with his agent in charge of work, and thereupon the Contractor shall discontinue all work, or such part thereof, and the said Town Board shall thereupon have the power to employ such and so many persons as it may be deemed advisable, by contract or otherwise, to complete the work herein described or such part thereof, and to charge the expense of said labor to the sforesaid Contractor.

11. Beginning on the 15th day of June of each year and ending on the 15th day of September of each year, the Contractor shell collect all gerbage and refuse on Fishers Island three times a week. However, during said period a deily collection shall be made of all garbage and refuse of all hotels and markets.

Beginning on the 15th day of September of each year and ending on the 1st day of November of each year, the Contractor shall collect all garbage and refuse on Fishers Island twice a weak. However, during said period a thrice weakly collection shall be made of all garbage and refuse of all hotels and markets.

Beginning on the 1st day of November of each year and ending on the 1st day of March of each year, the Contractor shall collect all garbage and refuse of Fishers Island once a week. However, during said period a thrice weekly collection shall be made of all gerbage and refuse of all hotels and markets.

Beginning on the 1st day of March of each year and ending on the 15th day of June of each year, the Contractor shall collect all garba e and refuse on Fishers Island twice a week. However, during said period a thrice weekly collection shall be made of all garbage and refuse of all hotels and markets.

One day a month during each year shall be set aside for the collection of refuse considered too bulky and/or heavy to be disposed of in the trenches opened for garbage. Such individual pickups shall not exceed 1/4 of a load (20 cubic feet) or 150 lbs. in weight.

12. Whenever a general clean-up week is declared by the Commissioners, the Contractor, shall, without an extra compensation, put on such extra labor and wahicles as may be required.

13. The Contractor shall collect all garbage and refuse according to a schedule which will accomplish the requirements of Persgraph 11. Such schedule may be altered by the Commissioners within the requirements of said Paragraph 11.

14. Under no condition must a route be more than twenty-four (24) hours overdue from the schedule as provided in paragraph 13 of those specifications.

15. The Contractor must exercise due care in the collection of the garbage and refuse, both in the handling of the recepteeles and in the transportation to the disposel site. The Contractor will be compelled to clean up any unsightly condition caused by carelessness on the part of his men in handling the refuse or caused by falling off the vehicles during transportation.

16. The Contractor will be required to collect and remove all garbage and refuse located within forty (40) feet of the rear of any building. Upon emptying the receptacles, he will be required to return them where originally found.

The Contractor will not be required to go down celler or go above the ground floor for the collection of garbage and refuse.

17. The Contractor must instruct his men to be court-ous at all times during the prosecution of their work. Any difference

of opinion arising between the Contractor's men and a citizen of Fishers Island must be satisfactorily sattled by the Contactor.

18. The Contractor must have the proper equipment for the removal of all the gerbage and refuse and each vehicle must be provided with suitable cover so as to completely cover the vehicle then loaded. The Contractor will also be required to furnish a list of the equipment and the condition thereof that he will have on hand to proparly conduct and fulfill the terms of these specifications and of the work they cover.

19. It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made is connection with this work, except such as may be ordered in writing by the Commissioners with the approval by resolution of the Town Board and further evidenced by the execution of a supplemental agreement between the Town and the Contractor covering the same.

20. In the event of any violation of the above specifications by the Contractor or of any provision of the contract entered into with the successful bidder, the said Town Board reserves the right to cancel the contract upon thirty (30) days' written notice to the Contractor, and in the event of the such cancellation, the said Contractor shall not have recourse to any action against the Town of Southold.

21. Contractor must maintain a telephone at some point at and/or through which he may be contacted.

Deted at Southold, New York, November 6, 1952.

Town of Southold, New York By: 15/ Karman & Supp

FISHERS ISLAND GARBACE AND REFUSE DISTRICT

AGREEME NT

AGREEMENT made and entered into this 25th day of Northfer, 1952 between the Town of Southold, a municipal corporation located in the County of Suffolk, State of New York, party of the first part, hereinafter called the "Town", and

The N. B. King & Co., Inc. 26 Moore Court, New London, Conn. party of the second part, hereinafter called the "Contractor".

SITH STAT

In consideration of the covenants and agreements herein contained, the Contractor agrees to furnish all the equipment, materials, implements, and incluentals and to furnish all the labor to do all the work required to collect and dispose of all the garbage and refuse for the Fishers Island Garbage and Refuse Listrict as shown in the specifications therefore on file in the offices of the Yown Clerk of the Town of Southold, New York, and the Justice of Peace, Fishers Island, New York.

In consideration of which, and if the Contractor shall well and completely perform said work, the town shall pay the Contractor Twelve Thousand Eight Hundred and 00/100 (\$12,800.00 Dollars per annum in twelve (12) monthly installments each year. The emount of each such installment shall be in proportion to the number of "pick-ups" in each month of the term and shall be determined by consultation and agreement setween the Contractor and the Commissioners. In no event, shall the total of the twelve (12) installment payments per year exceed the agreed yearly price. The First payment or installment to be made on or before the fifteenth (15) day of the month following the first month's work. The succeeding payments will be mode on or about the fifteenth (15) day of each month following for the duration of the contract.

The foregoing shall be upon the following terms and conditions which the parties do mutually covenant and agree, to wit:

1. The collection and disposel shall commence not later then Junuary 1, 1993 and shall continue for a period of three years until the 1st day of Junuary, 1996, unless terminated for cause prior the eto in accordance with the specifications. 2. The specifications hereinbefore referred to are intended to be and are hereby made a part of this Agreement as though set forth in full herein.

3. It is further understood and agreed that in case there is a variance between the terms of this contract and such specifications, the fown Board shall determine which shall control and its decision shall be final.

4. It is further egreed that the Contractor, at his own expense will furnish annually during the term of this agreement a bond or bonds in the sum of the amount of this contract of a corporation authorized to guarantee the performance of this contract and to do business in the Town of Southold, County of Suffolk and State of New York as surety covering the services herein contemplated. Also, the Contractor, at his own expense, will furnish the Town a liability policy severing himself and the Town against any liability as a result of this contract in the emount of \$100,000, and \$300,000. Bodily Injury and \$10,000. Property Damage.

5. All the provisions of Section 220 of the Labor Law of the State of New York shall be adhered to by the Contractor as to labor under this Agreement.

6. The Contractor further agrees that it will secure and furnish compensation and disability insurance for the benefit of and keeping insured during the life of this Agreement, the employees engaged in the work performed, under the provision of the Laws of the State of New York affecting the same, and this contract shall be null and void and of no effect if the Contractor shall fail to secure and furnish compensation and disability insurance covering its employees engaged in the work provided for in this Agreement.

7. Each and every provision of law and clause required by law to be inserted in this contract shall be doemed to have been inserted, and if through mistake or otherwise such provision is not inserted, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

It is further expressly understood and sgreed that no 8. garbage collected by the Contractor by virtue of this contract shall be used for the purpose of feeding pigs, hogs or swine.

IN WITHEES, the respective parties hereto have exectued this Agreement and caused same to be signed by the proper office of the respective perties and their respective seals effixed, the day and year first above written.

Town of Southold, New York

1) Norman C. Hilf Superviert Justice of the Deace Raephro. Fithill . Henry a Clair N. B. King & Co Inc. 26 MooreCount, NewLondon Conn. By: N. A. King, Freedent(L.S.)

(Seal)

Attest: eph P. Brook

(Seel)

STATE OF NEW YORK)

County of Suffolk) as ..

is 9 day of December, 1912, before me personally Ralph . Saath known to me to be the On this Came Clerk of the Town of Southold, who being by as duly sworn, deposed that he resides in Southold Town; that the seal affined to the foregoing instrument is the common seal of the Southold, and was so affixed by order of the form coard of soid fown which is to me satisfactory evidence of its due accoution

Juinty.

RESIDING IN SOFFOLK COUNTY MY COMMISSION EXPIRES MARCH 30, 1958.

CONNECTICUT New London STATE OF B County of ###folb) ss...

State of Connecticut COUNTY OF NEW LONDON County Clerk's Office

John B. Burke, Clerk of said County, I. and of the Superior Court in and for said County, the same being a Court

of Record, having by law a seal hereby certify

That That That The subscribed to the certificate of proof, acknowledgment, or affidavit of the annexed instrument , and thereon written, was, at the time of taking such proof , acknowledgment , or affidavit , a Notary Public, <u>Commissioner of</u> the <u>Superior Court</u> Instice of the Pense, within and for said County, residing in said County, duly appointed, commissioned and sworn, and authorized by the laws of said State, to administer oaths, and take the acknowledgments and proofs of deeds or convey-ances for lands, tenements, and hereditaments, in said State, and other instruments to be recorded therein, and to certify the same; that full faith and credit are and ought to be given to his official acts; and I further certify that I have compared the signa-ture to the original certificate with that deposited in this office by such person and verily believe that the signature to the attached certificate is his genuine signature and said certificate is not required to be under seal, and the person signing such certificate is not required by law to file in this office an im-pression of his or her official seal. In testimony whereof. I have herewate set may hand and affined the first the test the test.

In testimony whereof, I have bereunto set my band and affixed the Seal of said Court,

at Norwich, in said County and State, on the 1.7 the day of lecenther. 19.52 Jura B. Hitchcockilepa the Clerk.

227 ST. PAUL STREET BALTIMORE, MD.



60 JOHN STREET NEW YORK

BID BOND

Amount \$ 3,000.00	· ·	Вонд No. 93420
Know All Men By The	ese Presents:	
That we,	The N. B. King and Company,	Inc.
	of 26 Rear Moo	re Court, New London, Conn.
hereinafter called the Principal	, as Principal , and the NEW AM	ISTERDAM CASUALTY COMPANY,
	w York, hereinafter called the Surety, a , Town of Southold, New York	s Surety, are held and firmly bound unto
in the full and just sum of	REE THOUSAND AND 00/100	Dollars
(\$_3,000.00_), to the	payment whereof the said Principal	and the said Surety bind themselves,
		nd assigns, jointly and severally, firmly
by these presents.		
Whereas, the said Prin	cipal has submitted or is about to	submit a certain bid or proposal dated
November 25, 1952 Disposal	for contract for Fisher:	sIslandGarbageandRefuse

Mow, Therefore, the Condition of this Obligation is South. That if the said Principal shall, upon written notice of acceptance of said bid or proposal, enter into contract with the said Obligee and give bond for the faithful performance thereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed and Sealed this 24th day of November , A.D. 1952

ATTEST ucne m ATTEST

KING AND COMPANY THE N. B. INC. (Seal) By .(Seal)

NEW AMSTERDAM CASUALTY COMPANY

the By Richard E. Savory, Attorney-in-fact

POWER OF ATTORNEY

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET BALTIMORE MD. 60 JOHN STREET NEW YORK N. Y

Know All Men by These Presents:

That the New Amsterdam Casualty Company, a corporation of the State of New York, by C. S. Weech W. L. Langford ., its Vice-President, and... its Assistant Secretary, in pursuance of authority granted by a resolution duly passed by the Board of Directors of said Company at a meeting of that body, at which a quorum was present, held on the 27th day of January, 1949, at its office in the City of New York, State of New York, which resolution reads as follows: "WHEREAS, it frequently becomes necessary for a representative of the Company to execute bonds or undertakings on behalf of the Company, which, for lack of time or some other cause, it is impracticable to have executed by the officers of the Company; THEREFORE BE IT RESOLVED, that the Chairman of the Board or the President or any Vice-President, by and with the con-currence of the Secretary or any Assistant Secretary, is hereby authorized to appoint and empower any representative of the Company as its Attorney-in-Fact to execute on behalf of the Company, as Surety, bonds or undertakings which the Company might execute through its officers." does hereby nominate, constitute and appoint Richard E. Savory, Boston, Mass. its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed Any and all bonds or undertakings of suretyship, no one bond - - - FIVE HUNDRED THOUSAND - - - or undertaking to exceed the sum of Dollars 500,000.00 (\$) _____ And when such bonds or undertakings shall have been duly executed pursuant hereto and the corporate seal affixed, they shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the duly elected officers of the Company in their own proper persons. The said Com-pany hereby reserves unto itself, however, the absolute right to revoke this Power of Attorney at any time it may desire so to do. The said Assistant Secretary does hereby certify that the foregoing copy of resolution is a true copy of the resolution passed by the Board of Directors of said Company at its meeting held on the 27th day of January, 1949, as aforesaid, and that said resolution is still in force. IN WITNESS WHEREOF, the said Vice-President and the said Assistant Secretary have hereunto subscribed their names and affixed the corporate seal of the said New AMSTERDAM CASUALTY COMPANY, this day of A. D. 19 lst 500 May Attest: NEW AMSTERDAM CASUALTY COMPANY (Seal) (Signed) W. L. Langford C. S. Weech By..... Assistant Secretary. Vice-President. STATE OF MARYLAND Мау On this day of A. D. 19 50 before the subscriber, a Notary lst Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above named Vice-President and Assistant Secretary of the NEW AMSTERDAM CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, that they know the seal of said corporation, that the seal affixed to the preceding instrument is such corporate seal and their signatures as such officers were duly affixed and subscribed to said instrument by the authority and direction of the said Company, that each is familiar with the handwriting of the other, and that the signa-tures subscribed to the foregoing instrument are genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, at the City of Baltimore, the day and year first above written.

(Seal) (Signed) J. R. Herman

My commission expires May 7, 1951

CERTIFICATE

I, H. A. Sadler , Assistant Secretary of the New AMSTERDAM CASUALTY COMPANY, do hereby certify that the foregoing Power-of-Attorney is a true and correct copy of Power-of-Attorney issued to the above named agent and attorney -in-fact and that said Power-of-Attorney is still in force.

IN TESTIMO	ONY WHERE	OF, I have	hereunto	subscribed my	y name a	nd affixed	the corp	porate seal	of the	said
.	24th	day of				D. 195				

Toalu

Notary Public.

CONSOLIDATED LIST OF OWNERS OF TAXABLE REAL PROPERTY ON FISHERS ISLAND WHOSE SIGNATURES APPEAR ON THE PETITIONS ATTACHED HERETO:

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PROPERTY OWNER	RESIDENT	NON-RESIDENT	TOTAL
Mrs. Edmund R. Andrews	\$9,000.		\$9,000.
Walter B. Allen	***	\$5,700.	5,700.
Romeo Abbondanza & wife	1,000.		1,000.
Sylvester Arasimowicz	2,500.	• • • • •	2,500.
Lydia L. Blagden	-	6,100.	6,100.
Margaret M. Bogert		10,400.	10,400.
Delsie E. Brooks	900.		900.
Harold Baker & Wife	4,700.		4,700.
Delma E. Best	1,300.	F 500	1,300. 5,500.
Walter G. Buckner		5,500. 7,000.	7,000
Charles S. Campbell		6,000.	6,000.
Wm. D. Campbell		3,400.	3,400.
Jane R. Chester		3,700.	3,700.
Whitney B. Choate Winifred B. Clark	28,800.	201000	28,800.
Onolee N. Coffey	,	· 5,900.	5,900.
Joseph L. Croll		8,800.	8,800.
C. C. Dailey		6,000.	6,000.
Annie Daniels	700.		700.
Lammot duPont	_	6,900.	6,900.
Mary Y. Edminds	5,600.		5,600.
Dorothy Edwards	1,900.	0.500	1,900.
Raymond W. Edwards		2,500.	2,500. 1,500.
Henry L. Eldredge	1,500.	3,000.	3,000.
Lily C. Emmet		1,700.	1,700.
A. L. Ferguson		1,900.	1,900.
Charles B. Ferguson	3,500.		3,500.
H. Lee Ferguson, Jr. & wife	12,000.		12,000.
Henry L. Ferguson & wife Fishers Island Farms, Inc.	99,400.		99,400.
" " Electric Cor			90 ,0 00.
H H Telephone	18,000.		18,000.
Linus Foyle	3,600.		3,600.
Virginia B. France	6,600.		6,600.
W. S. Fulton		22,300.	22,300.
A. J. Gada	7,600.		7,600. 1,500.
A. J. Gada & Wife	1,500.	22 500	22,500.
Wm. D. Gaillard	1 500	22,500.	1,500.
Leland H. Goss	1,500.	· 5,000.	5,000.
Jessie M. Gray	4,200.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,200.
Alfred R. Grebe Louis Grieco	6,500.		6,500.
Harry L. Guest	1,300.		1,300.
H. C. Hansen	7,000.		7,000.
Irving D. Harris		5,300.	5,300.
Hay Harbor Realty, Inc.		28,600.	28,600.
Bertha S. Hedge	1,500.		1,500.
Charles W. Hedge	4,200.	(4,200.
Henry W. Hobson		6,500. 100000	6,500. 10,000.
Francis Kernan		10,000. 9,000.	9,000.
Maud T. Kernan		19,500.	19,500.
Barron Kidd	5,500.	1/3/000	5,500
Mehal Kiross Raymond A. Lamb	6,900.		6,900.
Adelard T. LeGere	4,500.		4,500.
Herbert I. Lord		4,700.	4,700.
Oswald B. Lord		5,100.	5,100.
J. Ward Meier		5,000.	5,000
Wm. B. May		3,700.	3,700.
Robert Middleton	2,400.		2,400. 1,800.
John M. Moore	1,800.	10.000	
Mary S. Murphy	1 700	10,000.	10,000. 1,700.
Nazzare Oliveri	1,700.	9,000.	9,0001
Anne W. O'Shea	2,800.	7,000.	2,800.
Arthur J. Paquette	2,000.	4,500.	4,500.
Charles B. Parsons Martha F. Pendleton	30 ,000.		30,000.
Beatrice Phillips (AsaP.)	2030000	3,300.	3,300.
James B. Pickett	3,300.	• • •	3,300.
TOTALS * WEST END	\$385,200.	\$258,500.	\$ 643 , 700

L 2		•	-
Pe	go #2	(<u>West End Cont.</u>)	
Balance Fwd.	<u>Resident</u> \$385,200.	Non-Resident \$258,500.	<u>Total</u> \$643,700
Stewart B. Plattenberger		9,900.	9,900
Katherine S. Polk		11,000.	11,000
Mary C. Pollack		1,000.	1,000
Marshall L. Posey		4,200.	4,200
Guiseppe Ripanyi	2,500.		2,500
Wm. C. Ridgeway	•	19,600.	19,600
Albert Romania		3,400.	3,400
Dorothy M. Russell		8,600.	8,600
Theodore Russell		2,800.	2,800
Guy G. Rutherford		8,400.	8,400
Stanley Rybitski	5 ,90 0.	-,	5,900
Katherine R. Salmage	~,,	39,400.	39,400
Edwina C. Sanger		5,300.	5,300
Bert Scagliotti	4,000.	<i>)</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,000
Jean M. Small	4,000	4,000.	4,000
Catherine M. Smith		4,400.	4,400
Donald W. Sinclair	6,600.	******	6,600
Patricia H. Stedman	0,000.	6,000.	6,000
Anthony Stefanini	6,200.	0,000.	
K. T. Stone	032004	3,400.	6,200
Rodman K. Tilt		6,600.	3,400
David N. Torrance		4,600.	6,600
Galileo Valentini	2,800.	4,000.	4,600
Robert Waddington	2,800.		2,800
Ernest R. Wall			2,800
Arthur J. Walsh & wife	1,100.		1,100
	_1 00 .	0 500	2,400
Blair S. Williams		2,500.	2,500
David R. Wilmerding		6 ,800 .	6,800
Lila Wilmerding		16,000.	16,000
Annette Zabohonski	4,400.		4,400
Henry Zabohonski & wife	21,900.		21,900
Mario C. Zanghetti	1,000.		1,000
Hiben Ziesing		7,200.	7,200
Kathleen Paquet	2,100.		2,100
Elsie C. White	•	11,800.	11,800
Madeleine A. Renaud	12,400.	•	12,400
TOTALS: WEST END	\$461,300.	\$445,400.	\$906,700

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Page #3

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PROPERTY OWNER	RESIDENT	NON#RESIDENT	TOTAL
James H. Ackerman		\$9,000.	\$9,000.
Adolph Ahlgren		2,200.	2,200
Theodore Arasomowicz	\$600.		600.
Lawrence S. Baldwin	1,500.		1,500.
EF EF 58	50 0.		500
John H. Barnes, Jr.		7,000.	7,000.
Dorothy C. Benton		22,300.	22,300.
Margaret M. Bogert		2,300.	2,300.
Bertha S. Brown		16,000.	16,000.
Helen Glenn Bryce		2,000.	2,000.
Albert Chaplaski Winifred L Cooper	2,100.	0 1 000	2,100.
Winifred J. Cooper Anne M. Davis		34,000.	34,000.
Lamnot duPont	•	20,000.	20,000.
Lamot duPont, Jr.		12,000.	12,000.
Pierre S. duPont		25,000.	25,000.
Reynolds duPont		30,400.	30,400.
Van Horn Ely		52,200.	52,200.
Sarah E. Evans		28,000.	28,900.
Alfred L. Ferguson		9 ,900.	9,900.
Charles V. Ferguson		28,000. 21,400.	28,000.
Fishers Island Estates, Inc.		215,600.	21,400.
Wm. S. Fulton		10,000.	215,600. 10,000.
Mary E. Haines		22,600.	22,600.
W. F. Harrington		46,000.	46,000.
F. Barton Harvey		20,000.	20,000
Lucy S. Hockmeyer		19,700	19,700.
Ellen C. Houghton		10,000.	10,000.
Wm. H. Hubbard		20,800	20,800,
H. Arnold Jackson		18,000.	18,000.
Virginia K. Jones		19,000.	19,000.
E. A. Matthiessen		23,100.	23,100.
Mrs. A. A. McDonnell		33,200.	33,200.
W. T. McIntire	•	20,000.	20,000.
Joseph Middlebrook	•	12,900.	12,900.
Edward C. Page		10,000.	10,000.
Maxwell S. Porter		10,000.	10,000.
Wm. T. Reed Estate		12,000.	12,000.
Richard E. Riegel		42,000.	42 ,000.
Wm. M. Robbins		24,700.	24,700.
Dorothy M. Russell Grant G. Simmons		3,000.	3,000.
Joseph L. Smith	1 500	58,000.	58,000.
Helen T. Stanley	1,500.	25 000	1,500.
J. Dean Tilford		25,800.	25,800.
Katherine B. Tower		33,700.	33,700.
A. B. Wallace		32,900. 10,000.	32,900.
J. Cheney Wells		26,600.	10,000. 26,600.
John Hay Whitney		95,000.	95,000.
Nancy A. Fuller		20,500.	-
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	20,500.
TOTALS: PARK AREA	\$6,200.	\$1,216,800.	\$1,223,000.

#### Page #4 - SUMMARY

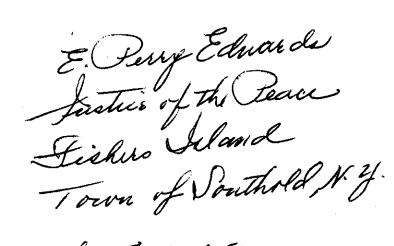
# TOTAL ASSESSED VALUATION AS PER 1951-1952 TAX ROLL:

Resident Property Owners	\$611,200.	
Non-Resident " "	2,829,600.	\$3,440,800.

Page #1	\$385,200.	\$258,500.	<b>\$6</b> 43,700.
Page #2	76,100.	186,900.	263,000.
Page #3	6,200.	1,216,800.	1,223,000.
TOTALS	<b>\$</b> 467 <b>,50</b> 0.	\$1,662,200.	<b>\$</b> 2,129,700.

This Nummary

Prepared and submitted by



Sept. 19, 1957

# TO THE TOWN BOARD OF THE TOWN OF SOUTHOLD:

Carl and the second second

We, the undersigned, being owners of taxable real property situate in Flishers Island, Town of Southold, County of Suffolk and State of New York, and in the proposed district hereinafter described, and owning in the aggregate more than one-half of the assessed valuation of all the taxable real property of said proposed district, as shown upon the latest completed assessment roll of said Town, and including resident owners of said district of taxable real property aggregating at least one-half of all the taxable real property of said Town owned by resident owners, according to the latest completed assessment roll, do hereby petition your Honorable Board to create and establish a REFUSE AND GARBAGE DISTRICT, pursuant to Article 12, sub-division 191, of the Town Law and of the provisions applicable thereto, which is to be located in the Town of Southold, County of Suffolk and State of New York, outside of any incorporated village and wholly within the Town of Southold, within the entire area of Fishers Island in said Town, exclusive of any United States Military reservations, said District being described as follows:

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Tright" "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying this petition, said territory being bounded and described as follows: On North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations, and Block Island Sound.

The intent and purpose of said proposed Refuse and Garbage District is to secure and furnish such appurtenances and other facilities as may be necessary for the sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials in said District, as the facilities now provided were discontinued and withdrawn at the close of the year 1950. It is, therefore, vitally essential that means be instituted at once with full authorization to take over and perform this work.

The maximum amount proposed to be expended in the construction work of the District and the acquisition of the necessary land is \$50,000.00, according to the provisions of Sections 202 and 202a of the Town Law; the cost of said construction and maintenance shall be assessed, levied and collected from the several lots and parcels of land within the District in the manner and at the time as provided by Section 202, sub-division 3 of the Town Law.

NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER WITNESS OF REAL PROPERTY \$7,000,00 3,000.00 58,000<u>,</u>00 5,000,00⁺ 16,000.00, -1,900,00 ' 3,400,00 9,990,00 ( 7,000,00, Mm. Vin (Estate) Total \$111,200,00 STATE OF NEW YORK ) TOWN OF SOUTHOLD 88. On this <u>5th</u> day of September , 1951, before me came , the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK ) Annette Zabahonski, the SUBSERIBING WITNESS to the foregoing instrument, wit whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Chas. S. Campbell Lily Cushing Emmet Grant S. Simons Ward Maior Bartha S. Brown Chas. B. Ferguson Katherine T. Stone S. B. Plattenberger J. H. Barnes

-2-

TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto,

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ubscribing

Witness

Cast Eril.

Notary Aublic LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER OF REAL PROPERTY Baltimore, md \$20.000.00 6,100.00 3,000,00 22,300.00 TVO 22,300.00 7,200.00 5,900.00 6,600.00 22,600.00 25 9,000.00 6,000.00 Mas K. Tilt (See R. 3,700.00 3,700.00 3,400.00 **۵**. (See D. W. Sinclair) [[[[[]] Tetal \$141,800.00 STATE OF NEW YORK TOWN OF SOUTHOLD 58. day of Qu COUNTY OF SUFFOLK On this 18 day of Cruzie, 1951, before me came, the SUBSERIBING WITNESS to the foregoing instrument, with Posey whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows

F. Barton Harvey	Iydia L. Blagden	Rodman K. Tilt	Dorothy C. Benton
Wm_S_Fulton	Faith W. Ziesing	Onolee W. Coffey	Donald W. Sinclair
Marv E. Haines	Anne W. O'Shea	Catherine C. Daile	y Jean P. Tilt
Whitney Choate	Wr. B. May	Albert Romania	Alice H. Sinclair

TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto.

Subscribing Witness

G Notary Rublic

LUCY J. AHMAN NOTARY PUBLIC. STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term repires March 30, 1953 -24-

NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER WITNESS OF REAL PROPERTY D q. / \$215.600.00 Harton las 28,600.00 Tetal 244,200,00 STATE OF NEW YORK ) TOWN OF SOUTHOLD 88. COUNTY OF SUFFOLK On this it day of September, 1951, before me came , the SUBSBRIBING WITNESS to the foregoing instrument, with ) whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Wm. B. May, Pres. Rodman K. Tilt. Pres TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto. d de Subscribing Winess Notary\Public LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0029880 Qualified in Suffolk County Term expires March 30, 1953

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ASSESSED VALUATION NAME OF RESIDENCE SUBSCRIBING PROPERTY OWNER OF REAL PROPERTY WITNESS show he \$12,000.00 ٨s æ ۱1 u 15,900.00 .. 10,400.00 **A9**. 100 2ke 90,000.00 aken 18,00.00 Byper , ٩r Deard La David Walter [4 r Tetal 245.700.00 STATE OF NEW YORK TOWN OF SOUTHOLD On this 5th day of September , 1951, before me came , the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK Harold J. Baker whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Henry L. Ferguson Marion B. Ferguson Henry M. Zabohonski TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto. ale tac -Ca Subscribing Witness

Notary Rublic LUCY J. AHMAN NOTARY PUBLIC. STATE OF NEW YORY No. 52-0028680 Qualified in Suffolk County Term expires March 30, 1953

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NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER OF REAL PROPERTY WITNESS Mrs Rodenick Jower acust Valle .J.1 329000 tward C Total 32,900.00 STATE OF NEW YORK TOWN OF SOUTHOLD 88. On this 6 th On this 6 day of Suptraction, 1951, before me came, the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK ) On this 6 day of September , 1951, before me came SQuard County, the SUBSERIBING WITNESS to the foregoing instrument, wit whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Kathumi B. Tower TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WIINESS, at the same time subscribed his name as witness thereto. Edura

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Subscribing Witness

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Notary Rublic LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

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	NAME OF PROPERTY OWNER	2	RESIDENCE	SUBSCRIBING WITNESS	ASSESSED VALUATION OF REAL PROPERTY
Rey	c Pocea	h -	Fishers Do on Schemented &	I Hawle h Bas	
E	Vauakant		St. 712	the law is the	
<u>.</u>	J VEMALY RAIN &	gus	m Chessed de A	front y Val	21,400.00
	ويورون في بين الأربيس الجرولي المكان المدين المُوالي الم				///////
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			الي الي بير من التركيم وي أن الأكام الله من التركيم الي ويراك التركيم ال		
				و مراجع و معادم و المحمد و المراجع ما معاد الله	-
-					
			ور و و و و و و و و و و و و و و و و و و		
					فيستعليه سيتسبب فتتهيه متشارية ومنفقة المتك
				, · ·	
STAT	TE OF NEW YORK			Total	<b>\$22,400.00</b>
TOWN	TE OF NEW YORK	)			· · · · · · · · · · · · · · · · · · ·
	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall	) , ti		<u>Tetal</u> Santember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1	Defore me came Lostrument, with
TOWN COUN whom that	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall	) y acqua: Fishers		September, 1951, 1 SS to the foregoing :	Defore me came Lostrument, with
TOWN COUN whom that	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in	) y acqua: Fishers	Island, Suffolk Cou	September, 1951, 1 SS to the foregoing :	Defore me came Lostrument, with
TOWN COUN whom that	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in	) y acqua: Fishers	Island, Suffolk Cou	September, 1951, 1 SS to the foregoing :	Defore me came Lostrument, with
TOWN COUN whom that	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in	) y acqua: Fishers	Island, Suffolk Cou	September, 1951, 1 SS to the foregoing :	Defore me came Lostrument, with
TOWN COUN whom that	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ary C. Pollock	) y acqua: Fishers C.	Island, Suffolk Cou Vaughn Ferguaon	Santember , 1951, 1 SS to the foregoing : me duly sworn, did onty, New York, that 1	before me came instrument, with lepost and say be knows
TOWN COUN whom that TO Bl	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ery C. Pollock E THE INDIVIDUAL the SUBSCRIBING	) y acqua: Fishers G. LS DESCR WITNESS	Vaughn Ferguaon	Sentember , 1951, 1 SS to the foregoing : me duly sworn, did onty, New York, that 1 COUTED the foregoing	instrument; that
TOWN COUN whom that TO Bl	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ery C. Pollock E THE INDIVIDUAL the SUBSCRIBING	) y acqua: Fishers G. LS DESCR WITNESS	Vaughn Ferguaon	Santember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1 ECUTED the foregoing aw them sign the same hame as witness there	instrument; that
TOWN COUN whom that TO Bl he, 1	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ery C. Pollock E THE INDIVIDUAL the SUBSCRIBING	) y acqua: Fishers G. LS DESCR WITNESS	Vaughn Ferguaon	Sentember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1 ECUTED the foregoing aw them sign the same hame as witness there Maud	instrument; that ; and that he, to.
TOWN COUN whom that TO Bl he, 1	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ary G. Pollock E THE INDIVIDUAL the SUBSCRIBING WITNESS, at the	) y acqua: Fishers G. LS DESCR WITNESS	Vaughn Ferguaon	Santember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1 ECUTED the foregoing aw them sign the same hame as witness there	instrument; that ; and that he, to.
TOWN COUN whom that TO Bl he, 1	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ary C. Pollock E THE INDIVIDUAL the SUBSCRIBING WITNESS, at the Notary (Publ	) ti y acqua: Fishers C.	Vaughn Ferguaon	Sentember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1 ECUTED the foregoing aw them sign the same hame as witness there Maud	instrument; that ; and that he, to.
TOWN COUN whom that TO Bl he, 1 said	I OF SOUTHOLD ITY OF SUFFOLK old J Beker I am personall he resides in ary G. Pollock E THE INDIVIDUAL the SUBSCRIBING WITNESS, at the	) ti y acqua: Fishers C. LS DESCR WITNESS same t Same t	Island, Suffolk Cou Vaughn Ferguaon IBED IN, AND WHO EXIS ime subscribed his r	Sentember , 1951, 1 SS to the foregoing : me duly sworn, did o nty, New York, that 1 ECUTED the foregoing aw them sign the same hame as witness there Maud	instrument; that ; and that he, to.

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ASSESSED VALUATION SUBSCRIBING RESIDENCE NAME OF OF REAL PROPERTY PROPERTY OWNER ፍ \$18,000.00 -ed 6,500.00 11,800.00 en wal 000.00 (I) a Õ n, 800.00 19,700.00 /////// \$80,800.00 Tetal \$7, 000. STATE OF NEW YORK ) TOWN OF SOUTHOLD 88. On this 5th day of September , 1951, before me came , the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK Herold J. Baker , the SUBSERIBING WITNESS to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Lila W. Wilmerding David R. Wilmerding Elsie C. White H. Arnold Jackson Lucy S. Hockmeyer J. D. Croll

her

Subscribing Witness

blic Notary

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

SUBSCRIBING ASSESSED VALUATION NAME OF RESIDENCE OF REAL PROPERTY WITNESS PROPERTY OWNER Å. An \$2.500.00 600_00 500.00 .700.00 2.800.00 .900.00 5.900.00 500.00 ànd mit 700.00 2,800,00 1,300.00 []]]]]]] Tetal \$28,200.00 STATE OF NEW YORK ) TOWN OF SOUTHOLD 58. COUNTY OF SUFFOLK ) On this 5th day of <u>September</u>, 1951, before me came <u>Gordon Ahman</u>, the SUBSERIBING WITNESS to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Ì) Theo. Arasimowicz Henry L. Eldredge N. Oliveri S. Aresisowicz R. A. Lamb Stanley M. Rybitski Jos. L. Smith A. J. Paquette Annie Daniels Ruth M. Smith Galileo (Leo) Valentini Delma E. Best

Subscribing Witness

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Public Nο Arv

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

ASSESSED VALUATION NAME OF RESIDENCE SUBSCRIBING PROPERTY OWNER OF REAL PROPERTY WITNESS in h Cli \$12,900 (Not listed) (New owner) P.I.Farma list) 4,000. 500 7,600 8,500. 4,400. 5,500. 4,500 asi 3,300 4,000 900 000 100 ,100 2,400 F. QOOD . 600_00 Tetal \$ 99,600.00 STATE OF NEW YORK TOWN OF SOUTHOLD **55.** On this 5th day of September , 1951, before me came , the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK E. P. Edwards whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows J. Middlebrook, Jr. Richard S. Baker Jean M. Small Margaret J. Gada Madeleine A. Renaud Mary Kiross A. John Gada Martha G. Ferguson Adelard T. LeGere Beatrice Phillips Mildred E. Andrews Dorothy B. Edwards Ernest R. Wall Robert Middleton

W dualde wscribing Witness

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lotary Public LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

PROPERTY OWNER	RESIDENCE	SUBSCRIBING WITNESS	ASSESSED VALUATION OF REAL PROPERTY
Dorsetty 20. Huff	hand Holyoke?	Un F. P. Edward	
Per Stonoco	Lew Britain	+ Etedwardu	25,800,00
ymond W. & ANNAS	New York N.Y	EPEdnarda	2,500.00
Edolph anlor	Barchlon. n.	E PEdnarda 1 EFEdnarde	<b>3.200.00</b>
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	<u>ار داری میں میں دور در منبعات میں موان میں اور دور اور میں مارک میں</u> میں م		
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	· · · · · · · · · · · · · · · · · · ·		e <del>de la contra de la contra de la contra d</del> e la contra de la contra d
		•	
COUNTY OF SUFFOLK ) <u>E. P. Edwards</u> whom I am personally a	_, the SUBSERIBING WITH cquainted, who, being h	ov me duly sworn, did	instrument, with depost and say
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) <u>E. P. Edwards</u> whom I am personally a that he resides in Fis	On this 5th day of , the SUBSERIBING WITH cquainted, who, being there Island, Suffolk Co	Esptember , 1951, NESS to the foregoing by me duly sworn, did bunty, New York, that	instrument, with depost and say he knows
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) E. P. Edwards whom I am personally a	On this 5th day of , the SUBSERIBING WITH cquainted, who, being there Island, Suffolk Co	Ess to the foregoing	instrument, with depost and say
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) <u>E. P. Edwards</u> whom I am personally a that he resides in Fis	On this 5th day of , the SUBSERIBING WITH cquainted, who, being there Island, Suffolk Co	Esptember , 1951, NESS to the foregoing by me duly sworn, did bunty, New York, that	instrument, with depost and say he knows
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) <u>E. P. Edwards</u> whom I am personally a that he resides in Fis	On this 5th day of , the SUBSERIBING WITH cquainted, who, being there Island, Suffolk Co	Esptember , 1951, NESS to the foregoing by me duly sworn, did bunty, New York, that	instrument, with depost and say he knows
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) E. P. Edwards whom I am personally a that he resides in Fis 	On this 5th day of , the SUBSERIBING WITH cquainted, who, being there Island, Suffolk Co	XECUTED the foregoing saw them sign the sam name as witness ther	instrument, with depost and say he knows Adolph Ahlgren instrument; that is; and that he, reto.
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) E. P. Edwards whom I am personally a that he resides in Fis 	On this 5th day of , the SUBSERIBING WITH Equainted, who, being b hers Island, Suffolk Co <u>Helen T. Stanley</u> DESCRIBED IN, AND WHO E TNESS, was present and	XECUTED the foregoing saw them aign the saw	instrument, with depost and say he knows Adolph Ahlgren instrument; that is; and that he, reto.
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) E. P. Edwards whom I am personally a that he resides in Fis 	On this 5th day of , the SUBSERIBING WITH Equainted, who, being b hers Island, Suffolk Co <u>Helen T. Stanley</u> DESCRIBED IN, AND WHO E TNESS, was present and	XECUTED the foregoing saw them sign the sam name as witness ther	instrument, with depost and say he knows Adolph Ahlgren instrument; that is; and that he, reto.
TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK ) E. P. Edwards whom I am personally a that he resides in Fis 	On this 5th day of , the SUBSERIBING WITH Equainted, who, being there Island, Suffolk Co Helen T. Stanley DESCRIBED IN, AND WHO E TNESS, was present and ame time subscribed his	XECUTED the foregoing saw them sign the sam name as witness ther	instrument, with depost and say he knows Adolph Ahlgren instrument; that is; and that he, reto.

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NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER WITNESS OF REAL PROPERTY 2100 Ø 1 dest de 2,100,00 000. 5 7,000.00 600. 3 σ 3,600.00 mo 30000.00 30,000.00 6400.00 6,400,00 240 2,400,00 1800.00 ,800,00 1 2800.0 2,800.00 500,0 6 6,500.00 500.00 500.00 200.00 da 200,00 7 00 ..... 5,600.00 4700 3 700,00 00. en e A 1,300.00 

## Tetal: \$79,900.00

STATE OF NEW YORK ) TOWN OF SOUTHOLD ) COUNTY OF SUFFOLK )

88.

COUNTY OF SUFFOLK ) On this <u>5th</u> day of <u>September</u>, 1951, before me came <u>E. P. Edwards</u>, the SUBSERIBING WITNESS to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows

Albert Chaplaski H. C. Hansen	Linius C. Foyle	Martha F. Pendleton
Bart Scagliotti Arthur J. Walsh	John M. Moore	Robert Weddington
Louis Grieco L. H. Goss	A. R. Grebe	Mary Y. Edmonds
Gladys S. Baker Harold J. Baker	Harry L. Guest	

TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto.

Not ublic

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

nard Subscribing Witness

NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER WITNESS OF REAL PROPERTY 1 4 H.I.IS ī , • 8,600.00 (Not listed) 1 010 19,000.00 10,400.00 V 7 4,700.00 (Q1 33,200.00 4,600.00 .5,000.00 S ee WARDMAIER 23,700.00 200.00 1 2 ||||| ||||| Tetal <u>\$135,000.00</u> STATE OF NEW YORK TOWN OF SOUTHOLD 58. On this 2) day of ...., 1951, before me came the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK ) Martha F. Pendleton , the SUBSERIBING WITNESS to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Wr. C. Ridgway, Jr. Emily P. Ridgway Dorothy M. Russell Virginia K. Jones Nargaret M. Pogert Herbert I. Lord <u>(Onalee) McDonell</u> Mrs. Α. Α. David L. Torrance Elezabeth R. Maier lammot duPont Jessie L. Gray Alice I. Posey Marshall L. Posey

MBA 1 Subscribing Witness

Notary Public

LUCY J. AHMAN NOTAKY PUBLIC, STATE OF NEW YORK No. 52-0028890 Qualified in Suffolk County Term expires March 30, 1953

NAME OF PROPERTY OWNER	RES IDENCE	SUBSCRIBING WITNESS	ASSESSED VALUATION OF REAL PROPERTY
Headow B Russell	Mangetuck, &	a borden Ale	\$2,800.00
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الوجيدانيون ورواد ومبتعل ووطيب والمتعاد المتعادي والمرجوا فاله			
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	anala ando analo di ana mandri ana miningan miningan di kata		
		Tetal	\$2,800.00
STATE OF NEW YORK ) TOWN OF SOUTHOLD ) s COUNTY OF SUFFOLK ) Gordon Ahman whom I am personally ac that he resides in Fish	quainted, who, being		id depost and say
	Theo. B. Russell		
		<u></u>	
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TO BE THE INDIVIDUALS D he, the SUBSCRIBING WIT said WITNESS, at the sa	NESS, was present an	d saw them sign the	same; and that he,
		<u>Handen Al</u> Subscrit	ing Witness
Juney J. aly Notary Public	<b>~~</b>		-
LUCY J. AHMAN DUBLIC, STATE OF NE	W YORK		

LUCY J. STATE OF NEW IC NOTARY PUBLIC, STATE OF NEW IC No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

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NAME OF PROPERTY OWNER	RES IDENCE	SUBSCRIBING WITNESS	ASSESSED VALUA OF REAL PROPE
tarles B Tara	m KewBriter	Con MI Pour	\$4.500.00
Educia C. Samer	MT Kisco N.Y.	M.J. Josef	5,300,00
geterine m. Jui	A Englaword N	5-M. L. Com	4.400.00
Krog Altoni	Nees York 1	NY M.J. Soly	5,300,00
Oswall B. And	hungarat	MIT Com	5,100.00
MA Gampbell.	Southern Pines A	ic MJ. Condy	6,000.00
Retrice C. Sterna	" terrento Co	w. M. I. Costy	6,000,00
Itaman Kede	1 Daelas te	1 Th- Lovery	19,500.00
franciplesin	~ New Jork a	hy M. J. Color	< <u>19,000.00</u>
"haud Kenn	an hy-c	- M.J. Beij	معید میں
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- <u></u>			
	• = <u> </u>	Tetal	\$75,100.00
STATE OF NEW YORK )			
	on this day day	f September, 1951,	before me cam
whom I am personally a	, the SUBSERIBING WIT	TNESS to the foregoing	instrument, wi depost and sa
that he resides in Fis	hers Island, Suffolk (	County, New York, that	heknows
Chas. B. Parsons	Edwina C. Sanger	Catherine M. Smith	Irving D. Har
Oswald B. Lord	W. D. Campbell	Patricia H. Stedmar	Barron Kidd
Francis Kernan	Maud Kernen		

0 Notary Public

LUCY J AHMAN NOTARY PUBLIC, 'U VED OF NEW YORS No. 12-0001880 Qualified in Scholk County Torm expires March 39, 1353

NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTYOWNER hew yo WITNESS OF REAL PROPERTY H \$22.500.00 5,500.00 Glen He 39,400.00 hew እ.4 7,000.00 2,000.00 10,000.00 []]]] ||||| ||||| ||||| ||||| '////// [[[[[]] //// <u>|||||</u> ///// Tetal <u>386,400.00</u> STATE OF NEW YORK TOWN OF SOUTHOLD 88. On this 21 day of ...., 1951, before me came the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Wm. D. Gaillard Walker D. Buckner Helen W. Buckner Katherine R. Salvage Guy G. Rutherford Helen Glenn Bryce Edward C. Page

10 Tug 8n con Π Subscribing Witness

Not Public **k**ry

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52.0028880 Qualified in Sutfolk County Term expires March 30, 1953 -2-

c_`.1. ⊊ vits

ASSESSED VALUATION SUBSCRIBING NAME OF RESIDENCE OF REAL PROPERTY WITNESS OWNER PROPERTY \$3,400**.00** PY 23,100.00 6,600.00 LA 11.000.00 30.400.00 2,500.00 46,000.00 5,700.00 42**,0**00**.**00 1 n J 52,200.00 1 a soul on AM and____ പ്പ 2000 Kallazi 10 []]]]] ||||| ///// ///// \$222,900.00 Tetal STATE OF NEW YORK TOWN OF SOUTHOLD 88. COUNTY OF SUFFOLK

COUNTY OF SUFFOLK ) On this <u>21st</u> day of <u>August</u>, 1951, before me came <u>Edward C. Page</u>, the SUBSERIBING WITNESS to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows

 Jane R. Chester
 E. A. Matthiessen
 Virginia B. France
 Katherine S. Polk

 Pierre S. BuPont, 3rd
 Blair S. Williams
 W. E. Harrington
 Walter B. Allen

 Edith duPont Riegel
 Richard E. Riegel
 Reynolds duPont
 Katherine L. duPont

TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto.

varal Sol. X Subscribing Nitness

Votary Public

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORE No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

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NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER S Dertha a OF REAL PROPERTY TNESS land 16 01 <u>\$1.500.00</u> 6,200.00 (See) ilde (Martha Ferguson) (Not listed) 1,000.00 1,000.00 4 200.00 500.00 2 [[[[] ||||| | | | | ////// ////// | | | | | ///// ///// Total <u>\$16,400.00</u> STATE OF NEW YORK TOWN OF SOUTHOLD COUNTY OF SUFFOLK ) On this day of the superior of the superio SS. Bertha S. Hedge Tony Stefanini H. Lee Ferguson, Jr. Mario Zanghetti Romeo Abbondanza Josephine Abbondanza Charles W. Hedge Joseph (Guisppe) Repanti

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Subscribing Witness

LUCY J. AHMAN NOTANY PUBLIC, STATE OF NEW YORK No. 52-0029880 Qualified in Suffolk County Term expires March 30, 1953

ASSESSED VALUATION SUBSCRIBING RESIDENCE NAME OF OF REAL PROPERTY WITNESS PROPERTY OWNER 1 Da 702 Jakalene 49 \$20,000.00 am ICAN AN 10,000.00 34,000.00 10,000.00 62 1. (Not listed d Pa 28,000.00 diardo a <u>||||||||||</u> \$102,000,00 Tetal STATE OF NEW YORK TOWN OF SOUTHOLD On this  $\mu^{th}$  day of <u>September</u>, 1951, before me came the SUBSERIBING WITNESS to the foregoing instrument, with COUNTY OF SUFFOLK ) On this H day of Julu, 1951, before me came Sound take, the SUBSERIBING WITNESS to the foregoing instrument, wit whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows Anne M. Davis Mary Stoddard Murphy Winifred J. Gooper. VanHorn Elv. Jr. Ellen C. Houghton TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto. Gunand Offan Subscribing Witness

Notary Public LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

NAME OF PROPERTY OWNER	RESIDENCE	SUBSCRIBING WITNESS	ASSESSED VALUATION OF REAL PROPERTY
reis fuel B. flad	Incling	amette 7	A 128,860.00
John CBM	les. Listian	3 d x and	welle hat h
lang a.	Joly. Typles	Jalankan	at 7 ANt listed
Star J Contra	Def Ale	antle he	h
وسينان بيرينيه بالباسي بالنارين والمسيبة بالبالا مسيب فاستلك فتع			
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ى <u>مى بەر مەرىمە مەرىمە بەر بەر مەرىمە بەر ئەر مەرىمە مەرىمە بەر بەر مەرىمە</u>			
	<u></u>	**	
	<del></del>		
		Tetal	<u>\$29.700.00</u>
STATE OF NEW YORK )			
TOWN OF SOUTHOLD ) 55 COUNTY OF SUFFOLK )		f September 1951	hefore me come
THOM I ON DELEGURITA SCO.	ualnted. Who. Deing I	f <u>September</u> , 1951, NESS to the foregoing	damont and ear
that he resides in Fishe	rs Island, Suffolk Co	ounty, New York, that	he knows
Winifred B. Clark	Delsie E. Brooks		<del>اين ميريندية النامير مير من الماريخ الماريخ الماريخ.</del>
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O BE THE INDIVIDUALS DES me, the SUBSCRIBING WITHE	LOD. Was present and	gow them sign the es	may and that he
and WITNESS, at the same	e time subscribed his	name as witness the	reto.
		Subscribin	g Witness

NOTARY PUBLIC, STATE OF NEW YC No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

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NAME OF RESIDENCE SUBSCRIBING ASSESSED VALUATION PROPERTY OWNER OF REAL PROPERTY WITNESS LK 21/ Ш 12,000 700 000. 00 0,040 . 3,300. 10 Total 246,000. STATE OF NEW YORK ) TOWN OF SOUTHOLD ) 33. COUNTY OF SUFFOLK ) On this day of <u>Jerr</u>, 1951, before me came <u>knows</u> C.Forle, the SUBSERIBING WITNESS to the foregoing instrument, wit whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows On this day of **Jef**., 1951, before me came , the SUBSERIBING WITNESS to the foregoing instrument, with Lammot duPont, Jr. Wm. M. Robbins Wm. T. Reed Estate Agent A. B. Wallace J. C. Wells Agent James H. Ackerman Sarah E. F. Evans Henry J. Fuller Maxwell S. Porter James B. Pickett John H. Whitney Nancy A. Fuller TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto. ılı Subscribing

O Notary Public

LUCY J. AHMAN NOT SRY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suitol's County Think event of March 30, 1073 -2-

ASSESSED VALUATION RESIDENCE SUBSCRIBING NAME OF OF REAL PROPERTY WITNESS PROPERTY OWNER 33700.00 R Barasala ᡚ/ 1  $\mathcal{O}$ 0 Jotal 33,700.00 STATE OF NEW YORK ) TOWN OF SOUTHOLD ) TOWN OF SOUTHOLD ) ss. COUNTY OF SUFFOLK ) On this // day of the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depost and say that he resides in Fishers Island, Suffolk County, New York, that he knows 58. 1:0 TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNESS, was present and saw them sign the same; and that he, said WITNESS, at the same time subscribed his name as witness thereto. 1 ma 0 Subscribing Witness  $\cap$ Notary Public

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORX No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

	OWNER		REAL PROPEH* TY ON LAND ASSES MENT
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ATE OF MEW YORK ON OF SOUTHOLD WITY OF SOFFOLK BRAY Eclarads th whom I am person od say that he res	nally acquainted, who	lay of <b>Corrember</b> , I G WITNESS to the forego o, being by me duly swo nd, Suffolk County, New	orn, did depost
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Witness

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TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED the foregoing instrument; that he, the SUBSCRIBING WITNES , was present and saw them sign the same; and name as witness thereto. that he, said WITNESS, at the same time subscribed his.

G Notary Public LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0028880 Qualified in Suffolk County Term expires March 30, 1953

## AFFIDAVIT OF POSTING OF NOTICE

## ISLAND TRAVELER ____MATTITUCH

## LEGAL NOTICE

At a meeting of the Town Board of the Town of Southeld, Suffolk County

New York held at 16 South Street, Municipal Building in the Village of Greenport, New York, on the 11th Lay of March, 1952. PRESENT: Norman E. Klipp Supervisor Нагту Тегту Justice of the Peace Ralph W. Tuthill Justice of the Peace Henry A. Clark Justice of the Peace In the Matter of The petition for the establishment : of a Refuse and Garbage District : at Fishers Island in the Town of : Southold, Suffolk County, New : York. WHEREAS, a written petition, dated August 21, 1951, in due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Southold. Suffolk County, New York, for the establishment of a Refuse and Garbage District in the said Town, to be described as follows: All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows: , On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U.S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound. WHEREAS, the improvements proposed consist of the securing and furnishing such appurtenances and other facilities as may be necessary for the 1 sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials, in said district, and

WHEREAS, the maximum amount proposed to be expended for the contruction work of the district and the acquisition of the necessary land as stated in the said petition is the sum of \$50,000., it is hereby

ORDERED that a meeting of the Town Board of the said Town of Southold be held at the Fishers Island Schoolhouse at Fishers Island, New York on the 4th day of April, 1952 at 9:30 A. M. in the forenoon of that day, to consider the said petition and to hear all persons interested in the subject thereof, concerning the same, and for such other action on the par of the Town Board with relation to the said petition as may be required by law or proper in the premises. Dated: March 11, 1952. NORMAN E. KLIPP Supervisor HARRY TERRY RALPH W. TUTHILL HENRY A. CLARK Members of the Town Board of the Town of Southold, Suffolk County, New York. STATE OF NEW YORK ) COUNTY OF SUFFOLK ) ss,: TOWN OF SOUTHOLD I, RALPH P. BOOTH, Town Clerk of the Town of Southold, Suffolk County, N. Y., do hereby certify that I have compared the preceding order with the original thereof filed in my office at Southold, Suffolk County, New York, on the 11th day of March, 1952, and that the same is a true and correct copy of said original and of the whole thereof. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this 11th day of March, 1952. Ralph P. Booth Town Clerk of the Town of Southold, Suffolk County, New York. **** STATE OF NEW YORK, ) COUNTY OF SUFFOLK, ;

SS:-

HAMOLD J. BAKER, being

duly sworn, deposes and says that he resides at Fishers Island, New York, and is over the age of 21 years; that on the day of March, 1952, he posted copies of the attached notice conspicuously in the following public places on Fishers Island, New York, as follows:

One on the Bulletin Board of the United States Post Office, Fishers Island, New York.

One at Folly's Shop Equestinant Ave., Fishers Island, N. Y.

- One Royal Scarlet Stores Equestrian Ave., Fishers Island, N. Y.
- One Harbor Foods Super Market Crescent Ave., Fishers Island, N. Y.
- One F. I. Ferry District Dock Fishers Island, N. V.

Harold J. Baker.

Subscribed and sworn to before me this **Alal** day of March, 1952.

Fublic, Suff. Co., N.Y.

LUCY J. AHMAN NOTARY PUBLIC, STATE OF NEW YORK No. 52-0528850 Qualified in Suffolk County Term expires March 30, 1953 At a meeting of the Town Board of the Town of Southold, Suffolk County New York held at 16 South Street, Municipal Building in the Village of Greenport, New York, on the 11th day of March, 1952.

PRESENT:

Norman E. Klipp Supervisor Harry Terry Justice of the Peace Ralph W. Tuthill Justice of the Peace Henry A. Clark

enry A. Clark Justice of the Peace

In the Matter

of : The petition for the establishment : of a Refuse and Garbage District : at Fishers Island in the Town of : Southold, Suffolk County, New : York.

WHEREAS, a written petition, dated August 21, 1951, in due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Southold. Suffolk County, New York, for the establishment of a Refuse and Garbage District in the said Town, to be described as follows:

All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the property of the United States Government, said tracts being known as "Fort H. G. Wright," "Mount Prospect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and described as follows:

On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound and U. S. Government reservations; on the West by Fort H. G. Wright, U. S. Military reservations; and Block Island Sound.

WHEREAS, the improvements proposed consist of the securing and furnishing such appurtenances and other facilities as may be necessary for the sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials, in said district, and

WHEREAS, the maximum amount proposed to be expended for the contruction work of the district and the acquisition of the necessary land as stated in the said petition is the sum of \$50,000., it is hereby

ORDERED that a meeting of the Town Board of the said Town of Southold be held at the Fishers Island Schoolhouse at Fishers Island, New York on the 4th day of April, 1952 at 9:30 A. M. in the forenoon of that day, to consider the said petition and to hear all persons interested in the subject thereof, concerning the same, and for such other action on the part of the Town Board with relation to the said petition as may be required by law or proper in the premises.

Dated: March 11, 1952. NORMAN E. KLIPP

Supervisor HARRY TERRY RALPH W. TUTHILL HENRY A. CLARK Members of the Town Board of the Town of Southold, Suffolk County, New York. STATE OF NEW YORK ) COUNTY OF SUFFOLK ) ss,: TOWN OF SOUTHOLD ) I, RALPH P. BOOTH, Town Clerk

f the Town of Southold. Suffolk

### COUNTY OF SUFFOLK STATE OF NEW YORK

Frederick C. Hawkins, being duly sworn, says that he is the owner and publisher of THE LONG ISLAND TRAVELER - MATTITUCK WATCHMAN, a public newspaper printed at Southold, in Suffolk County; and that the notice of which the annexed is a printed copy, hos been published in said Long Island Traveler-Mattituck Watch-

SS.

Thederile C. Landai

March 1952

Notary Public

ADELE PAYNE Notary Pubric, State of New York Residing in Suffetk County #52-3041000 Commission Expires March 30, 1953

of the Town of Southold, Suffold County, N. Y., do hereby certify that I have compared the preceding order with the original thereof filed in my office at Southold, Suffolk County, New York, on the 11th day of March, 1952, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this 11th day of March, 1952.

Relph P. Booth Town Clerk of the Town of Southold, Suffolk County, New York.

# PUBLISHERS' CERTIFICATE

At a meeting of the Town Board of the Town of Southold, Suffolk County, N. Y., held at 16 South street, Municipal Building in the Vil-lage of Greenport, N. Y., on the 11th day of March, 1952. Present: Norman E. Kilpp, Super-visor; Harry Terry, Justice of the Peace; Henry A. Clark, Justice of the Peace, Henry A. Clark, Justice of the Peace, Henry A. Clark, Justice of the reace. In the matter of the petition for dated Aug. 21, 1951, Th due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Southold, Suffolk County, N. Y., for the establishment of a Refuse and Garbage District in the said Town, to be described as follows: All the real property of Fishers Island, in the Town of Southold, County of Suffolk and State of New York, inclusive of the whole of Fishers Island, with the exception of certain parcels which are the prop-erty of the United States Govern-ment, said tracts being known as "Fort H. G. Wright:" 'Mount Pros-pect," "Wilderness Point" and "Coast Guard Station No. 59," all as shown on map accompanying the petition, said territory being bounded and de-scribed as follows: On the North by Fishers Island Sound; on the East by Block Island Sound; on the South by Block Island Sound; on the South by Block Island Sound and U. S. Government pros-posed consist of the securing and furnishing such appurtenances and other facilities as may be necessary for the sanitary disposal of refuse, garbage, ashes, rubbish and other waste materials; in said district, and WHEREAS, the maximum amount proposed to be expended for the construction work of the district and the scauistion of the necessary land as stated in the said petition is the sum Gond of the said Town of Southold be held at the Fishers Is-land, Schoolhouse at Fishers Is-land, Scholhouse at Fishers Is-land, Schoolhouse at Fishers Is

State of Connecticut,
State of Connecticut, County of New London, ss. New London.
On this 22nd day of March 1952
A. D. 193 , personally appeared before the undersigned,
a Notary Public, within and for said County and State,
Barnard L Colby, Assistant Gen. Mgr.
of THE DAY, a daily evening
newspaper published at New London, County of New
London, State of Connecticut, who being duly sworn,
states on oath, that the Order of Notice in the case of
Notice for Meeting (Town of Southold, Suffolk County, N. Y)to establish refuse, garbage District, Fishers a true copy of which Island
is hereunto annexed, was published in said newspaper in
its issues of the 22nd
days of March 1952 A. D. 193.
Subscribed and sworn to before me this 22nd
day of March 1952 A. D. 193 . Hammond
Notary Public.

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At a meeting of the Town Board of the Town of Southold, Suffolk County New York held at 16 South Street, Municipal Building in the Village of Greenport, New York, on the 11th day of March, 1952. PRESENT: Norman E. Klipp Supervisor Harry Terry Justice of the Peace Ralph W. Tuthill Justice of the Peace Henry A. Clark Justice of the Peace In the Matter

of : The petition for the establishment : of a Refuse and Garbage District : at Fishers Island in the Town of : Southold, Suffolk County, New : York.

WHEREAS, a written petition, dated August 21, 1951, in due form and containing the required signatures has been presented to and filed with the Town Board of the Town of Southold, Suffolk County, New York, for the establishment of a Refuse and Garbage District in the said Town, to be described as follows:

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Town Board of the said Town of Southold be held at the Fishers Island Schoolhouse at Fishers Island, New York on the 4th day of April, 1952 at 9:30 A. M. in the forenoon of that to hear all persons interested in the subject thereof, concerning the same, and for such other action on the part of the Town Board with relation to the said petition as may be required by law or proper in the premises.

 Dated: March 11, 1952.

 1

 NORMAN E. KLIPP

 Supervisor

 1

 HARRY TERRY

 RALPH W. TUTHILL

 HENRY A. CLARK

 Members of the Town Board of the

 Town of Southold, Suffolk County,

 New York.

SS: COUNTY OF SUFFOLK, J. Langton Carwin, being duly Sworn, says that *kel* is Printer and Publisher of the SUFFOLK TIMES, a newspaper published at Greenport, in said county; and that the notice, of which the annexed is a printed copy, has been published in the said Suffolk Times once in each ..... weeks successively commencing on the twenty frict day of Truch 1952 7. Lanston Course Sworn to before me this _____ j+h day of March 19. Ola

STATE OF NEW YORK,

RACHEL O. VALENTINE Notary Public Suffolk Co., N.Y. #2117 My commission expires March 30, 19 52

STATE OF NEW YORK COUNTY OF SUFFOLK ) ss,: TOWN OF SOUTHOLD ÷ ) I, RALPH P. BOOTH, Town Clerk of the Town of Southold, Suffolk  $\mathcal{F}$  County, N. Y., do hereby certify that 3 I have compared the preceding order 1 with the original thereof filed in my office at Southold, Suffolk County, New York, on the 11th day of March, 1952, and that the same is a true and correct copy of said original and of the whole thereof. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this 11th day of March, 1952. Ralph P. Booth Town Clerk of the Town of South-

old, Suffolk County, New York.

#### NOTICE TO BIDDERS FOR COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE NOTICE IS HEREBY GIVEN that

sealed proposals are sought and requested for the collection and disposal of garbage and refuse in the Fishers Island Garbage and Refuse District according to specifications of a contract to be let by the Town of Southcld for such collection and disposal.

The sealed proposals will be received. by the Town Board at the Supervisor's office on South Street, Greenport, New York, at anytime prior to 2:00 o'clock P. M. November 25, 1952, and will be considered publicly at such time and place Specifications, an estimate of the expense, and a proposed contract for the execution of the work and forms of proposal, can be examined both at the office of the Town Clerk, Southold, New York, between the hours of 9:00 A. M. and 12:00 noon and 1:00 P. M. to 4:00 P. M. and at the office of Justice of the Peace Perry Edwards, Fishers Island upon appointment from November 13, 1952 to November 25, 1952.

Proposals must be made upon and in accordance with the form of proposal prepared by the Town Attorney, which form of proposal will have an accompanying copy of the specifications for said work and proposed agreement and the same may be obtained at the office of the Town Clerk at the Town Hall, Southold, New York and at the office of Justice of the Peace Perry Edwards, Fishers Island, on or after November 13, 1952.

Proposals shall be made and received upon the following conditions:

Each proposal must be accompanied by the deposit of a certified check payable to the order of the Supervisor of the Town of Southold in the sum of \$3,000.00, or a bond with sufficient sureties, to be approved by the Supervisor, in a penal sum conditioned that if the proposal is accepted the successful bidder will enter into a contract for the work, and that he will execute within fifteen days from the date of the acceptance of the proposal a suitable security bond in the sum of the amount of the contract, conditioned for the faithful and prompt performance and completion of the work specified in the contract.

All deposits except that of a successful bidder will be returned and that of successful bidder upon his providing the performance bond.

Upon acceptance of his bid, if the successful bidder fails to enter into a contract pursuant to the requirements of the Board, or fails to give the further security prescribed in this notice within the time limited therein, then the check deposited as aforesaid and the moneys standing to the credit of the same, shall be forfeited to the Town as liquidated damages, or if a bond has been presented in lieu of a certified check, then the penalty shall be enforced as liquidated damages.

The Town Board reserves the right to reject any and all bids, or parts thereof, without reason.

/S/ NORMAN E. KLIPP

### COUNTY OF SUFFOLK STATE OF NEW YORK ss.

Frederick C. Hawkins, being duly sworn, says that he is the owner and publisher of THE LONG ISLAND TRAVELER - MATTITUCK WATCHMAN, o public newspoper printed at Southold, in Suffolk County; and that the notice of which the annexed is a printed copy, has been published in said Long Islond Troveler-Mattituck Watch-

day of Morenelle 19.52

Fredericke E Handen

norember 1952

Notary Public /

ADELE PASSIE Notary Public, State of New Yad. Notary Public, State of New Yad. Notariy e52-3043000 Commission Expires March 30, 1953

NOTICE TO BIDDERS FOR COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE NOTICE IS HEREBY GIVEN that sealed proposals are sought and requested for the collection and disposal of garbage and refuse in the Fishers Island Garbage and Refuse District according to specifications of a contract to be let by the Town of Southold for such collection and disposal.

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The Town Board reserves the right to reject any and all bids, or parts thereof, without reason.

/s/ NORMAN E. KLIPP

Supervisor /s/ HENRY A. CLARK

/s/ LESTER M. ALBESTSON /s/ HARRY TERRY

STATE OF NEW YORK, COUNTY OF SUFFOLK,	} ss

<u>J. handton</u> to <u>univ</u>, being duly Sworn, says that <u>is</u> is Printer and Publisher of the SUFFOLK TIMES, a newspaper published at Greenport, in said county; and that the notice, of which the annexed is a printed copy, has been published in the said Suffolk Times once in each week, for <u>weeks</u> successively commencing on the <u>table</u> <u>day of <u>19</u> <u>19</u> <u>19</u> <u>19</u></u>

THE REASONS NO. WPT. avet. A. 1911 York Sec.

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# PUBLISHERS' CERTIFICATE

NOTICE TO BIDDERS FOR COLLECTION AND DISPOSAL OF GABBAGE AND REFUSE
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 The sealed proposals will be re-recved by the Town Board at the Supervisor's Office on South Street, Greenport, New York, at anytime prior to 2:00 o'clock P. M. Nov. 25, 1952, and will be considered publicly at such time and place. Specifica-tions, an estimate of the expense, and a proposed contract for the ex-ecution of the work and forms of proposal, can be examined both at the office of the Town Clerk, South-old, New York, between the hours of 9:00 A. M. and 12:00 noon and 1:00 P. M. to 4:00 P. M. and at the office of Justice of the Peace Perry Ed-wards, Fishers Island upon appoint-ment from Nov. 13, 1952 to Nov. 25, 1952.

of Justice of the Peace Perry Ed-wards, Fishers Island upon appoint-ment from Nov. 13, 1952 to Nov. 25, 1952. Proposals must be made upon and in accordance with the form of pro-posal prepared by the Town Attor-ney, which form of proposal will have an accompanying copy of the specifications for said work and pro-posed agreement and the same may be obtained at the office of the Town Clerk at the Town Hall, Southold, New York and at the office of Jus-tice of the Peace Perry Edwards, Fishers Island, on or after Nov. 13, 1952. Proposals shall be made and re-elved upon the following conditions: Each proposal must be accom-panied by the deposit of a certified check payable to the order of the Supervisor of the Town of Southold in the sum of 53,000.00 or a bond with sufficient sureties, to be ap-proved by the Superior, in a penal sum conditioned that if the proposal is accepted the successful bidder will enter into a contract for the work, and that he will execute with-in fifteen days from the date of the acceptance of the proposal a suit-able security bond in the sum of the amount of the contract. All deposits except that of a suc-ressful bidder will be returned and that of a successful bidder will be returned and that of successful bidder upon his providing the per-formance bond. Upon acceptance of his bid, if the successful bidder fails to enter into a contract pursuant to the require-ments of the Board, or fails to give the further security prescribed in this notice within the time limited therein, then the check deposited as aforesaid and the moneys standing to the credit of the same, shall be forfeited to the Town as liquidated damages, or if a bond has been pre-sented in lieu of a certified check, then the penalty shall be enforced as liquidated damages. The Town Board reserves the right to reject any and all bids, or parts thereof, without reason. NORMAN E. KLIPP, Supervisor HENRY A. CLARK, LESTER M. ALBERTSON, HARRY TERRY, RALPH W. TUTHILL, Justices of the Peace

State of Connecticut,
State of Connecticut, County of New London, ss. New London.
On this 14th day of November 1952
A. D. 193 , personally appeared before the undersigned,
a Notary Public, within and for said County and State,
Barnard L. Colby, Assistant Gen. Mgr
of THE DAY, a daily evening
newspaper published at New London, County of New
London, State of Connecticut, who being duly sworn,
states on oath, that the Order of Notice in the case of
Town of Southold, no to bidders, collect
ions, disposal garbage, refuse a true copy of which
is hereunto annexed, was published in said newspaper in
its issues of the 13th
days of November 1958. D. 193
Subscribed and sworn to before me thislith
day of November 1952 A D 193

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NINO

Notary Public.

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