

## **Build It Back Single-Family Acquisition, Buyout and Resettlement Incentives Program Fair Market Sales - Request for Offers**

### *Program Information*

Project Rebuild, Inc. ("PRI"), a not-for-profit entity affiliated with Neighborhood Restore Housing Development Fund Corporation, is seeking qualified developers to purchase properties acquired by PRI as part of its responsibilities in administering the Build It Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program ("Program") and redevelop them as flood resilient housing. The Program is being administered by PRI with oversight from the Mayor's Office of Housing Recovery Operations ("HRO") and the NYC Department of Housing Preservation and Development ("HPD"). The properties previously contained 1- to 4-family homes that were substantially damaged or destroyed by Hurricane Sandy in Queens and Brooklyn. One lot is currently vacant, and for the other two lots, the purchaser(s) will be required to demolish the structure in order to redevelop the property.

Through planning analyses and community engagement, these properties were determined eligible for fair market sales through a Request for Offer ("RFO") issued by PRI. The RFO will be a competitive purchasing process that is open to the public to submit offers to purchase and redevelop the properties listed on Page 3. All properties in this RFO will be sold to the highest qualified bidder(s). PRI may at any time withdraw the properties or portions of the properties from or add new properties to this RFO. All new development should be flood resilient in accordance with NYC Building Code Appendix G: Flood-Resistant Construction.

Properties sold through the RFO are subject to the following deed restrictions, which will be detailed, finalized, and recorded against the deed at or before time of transfer to the highest qualified bidder(s):

- Purchasers of properties with a storm-damaged structure on site must demolish and redevelop the property and obtain a Certificate of Occupancy and Elevation Certificate within 24 months of date of closing. Properties requiring BSA waivers/variances will be allowed 36 months to obtain Certificate of Occupancy. Reasonable requests for extensions will be considered, and new deadlines may be issued in the event that the property is resold.
- The purchaser of the vacant property must redevelop the property and obtain a Certificate of Occupancy and Elevation Certificate within 18 months of date of closing. Properties requiring BSA waivers/variances will be allowed 24 months to obtain Certificate of Occupancy. Reasonable requests for extensions will be considered, and new deadlines may be issued in the event that the property is resold.
- If the site is located within the Sea Gate Association (as indicated with an asterisk in the table on Page 3), the development and maintenance of the property is subject to the annual fees, bylaws, rules, and regulations of the Sea Gate Association (provided for informational purposes as an attachment to this RFO). Purchasers are responsible for discussing rules and regulations with the Sea Gate Association.
- In the event of default on the redevelopment restrictions by the buyer, the City may seek to take title to the lots if the default is not promptly cured after notice of the default is given.
- Flood insurance must be maintained on the property in perpetuity. A covenant to that effect will be recorded and will run with the premises in perpetuity. Purchasers must notify subsequent transferees of the requirement to maintain flood insurance by including a copy of the covenant in all subsequent written conveyance instruments. Failure to do so does not void the covenant. If flood insurance is not maintained, the property becomes ineligible for future federal disaster recovery benefits and may be subject to acquisition by the City.



*Incorporated*

150 Broadway, Suite 2101  
New York, NY 10038  
P: 212.584.8981  
F: 212.584.8980  
[www.neighborhoodrestore.org](http://www.neighborhoodrestore.org)

The acquisition of properties by PRI was funded by U.S. Department of Housing and Urban Development through the Community Development Block Grant-Disaster Recovery program. As such, the City must conduct environmental reviews mandated by the federal government. Therefore, purchasers must allow the City and/or its agents to enter onto the property to complete any remaining necessary environmental reviews and/or to conduct any other necessary activities for federal government compliance purposes. The City will coordinate with purchasers to ensure site visits are conducted with minimal disruption to construction activities and will take any site visits into consideration if purchasers request an extension of the deadline to redevelop the property. However, assessments conducted by the City do not absolve the property owner from conducting any and all necessary environmental assessments required by government regulations to redevelop the property. Developing more than four housing units would require the Developer to conduct an independent Environmental Assessment pursuant to the National Environmental Policy Act (NEPA) before construction may proceed.

***If you can answer “Yes” to all of the following questions, you may be eligible for the Program:***

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you have the necessary funds at this time to purchase the property in which you are interested? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you have access to the funds needed to resiliently rehabilitate the property?                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have prior experience in flood compliant construction?                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have prior experience redeveloping properties in New York City?                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Can you affirm that you do not have a negative history of property ownership and management?       | <input type="checkbox"/> | <input type="checkbox"/> |

For additional questions contact a Project Rebuild, Inc. at 212-584-8981 or [info@neighborhoodrestore.org](mailto:info@neighborhoodrestore.org).



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## About the Project Partners

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*The **NYC Mayor's Office of Housing Recovery Operations** and the **Build It Back Program** are dedicated to helping New Yorkers living in communities affected by Hurricane Sandy rebuild their homes and improve the resiliency of homes and communities.*

*Established in 1978, the **New York City Department of Housing Preservation and Development (HPD)** is the largest municipal housing preservation and development agency in the nation. The agency's mission is to promote the construction and preservation of affordable, high-quality housing for low- and moderate-income New Yorkers in thriving and diverse neighborhoods across the city. HPD strives to achieve this mission by enforcing housing quality standards, financing affordable housing development and preservation, and ensuring sound management of the City's affordable housing stock.*

***Project Rebuild, Inc. (PRI)** was incorporated in 2013 as a not-for-profit organization for the purpose of administering the City of New York's Single-Family Acquisition, Buyout and Resettlement Incentives Program. In collaboration with the HPD and the Mayor's Office of Housing Recovery Operations, PRI purchases homes substantially damaged by Hurricane Sandy with the goal of assembling parcels for resilient redevelopment or to remain as vacant land into the future.*



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Program: Build It Back Single-Family Acquisition, Buyout, and Resettlement Incentives Program  
Fair Market Sales - Request for Offers

Project Location:

Address	Zip	Boro	Block	Lot	Lot Area (Sq Ft)	Built Floor Area (Sq Ft)	Zoning	FEMA Floodzone	BFE <sup>1</sup>	Appraised Value
3749 Neptune Avenue*	11224	Brooklyn	7000	62	3000	0 (Vacant)	R3-1	AE	10'	\$405,000.00
3826 Cypress Avenue*	11224	Brooklyn	6973	22	4000	2,968	R3-1	AE	10'	\$760,000.00
438 Beach 143 Street	11694	Queens	16293	60	4000	801	R1-2	AE	10'	\$600,000.00

\*The Sea Gate Association restrictions apply

**If you are interested in purchasing one or more of the properties listed above, please complete all forms in the RFO Application Package and attach all required supporting documentation and return postmarked by June 1, 2020 to:**

**Project Rebuild, Inc.  
150 Broadway, Suite 2101  
New York, NY 10038  
ATTN: Project Rebuild, Inc. RFO**

Your purchase of a property above can be completed by following these steps:

**1. Submission:**

Complete and return this RFO Application Package. All of the forms must be completed and postmarked by the application deadline date.

- Form A** - Applicant information
- Form B** - Special Experience Requirements
- Bid Form (Required to submit a bid form for each property for which you are entering a bid)
- Supporting Documentation to be Included (see below for instructions):
  - Proof of funds necessary to purchase the property AND proof of funds or ability to obtain funds necessary to complete the redevelopment requirement at all properties applied for.

**2. Questions:**

Submit all questions via email at [info@neighborhoodrestore.org](mailto:info@neighborhoodrestore.org) by May 8, 2020 at 5:00 pm. PRI will respond to all questions by May 15, 2020.

**3. Evaluation:**

- All applicants will be reviewed based on the threshold eligibility requirements. Only applicants that meet the eligibility requirements will have their bids considered.
- The property will be awarded to the highest, qualified bidder. Once the submission is approved, the winning applicant will receive an **Award Letter** notifying that they have been selected to purchase the property.

<sup>1</sup> **Base Flood Elevation (BFE)**

The elevation of the base flood, including wave height, as specified on FEMA FIRMs 360497 or as determined in accordance with Section G103.3 of the NYC Building Code. In areas designated as Zone AO, the base flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map.

- The winning applicant will be required to retain an attorney and will receive a **Purchase and Sale Agreement** from Project Rebuild, Inc. A closing will be scheduled within 30 days of executing the agreement. The bid amount is due at the time of sale.
  - Failure to meet any requirement or deadline, or any determination that you provided incorrect information to or were ineligible to participate in this program, may result in the revocation of the Award Letter.
- All other applicants will be notified of the sale following the successful transfer of the property from Project Rebuild, Inc. to the winning applicant.

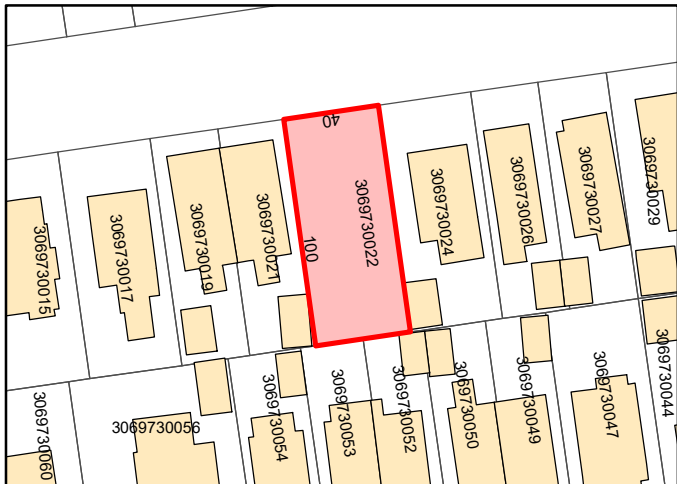
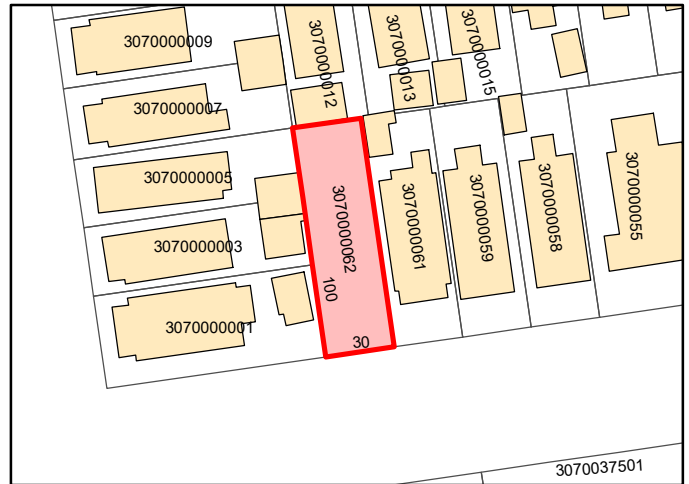
**Acceptable documents relating to RFO Applicant's financial capability, responsibility and reliability:**

1. **Audited Financial Statements** for the two (2) most recent fiscal years, including the auditor's standard report;

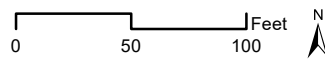
- OR, if the Applicant does not have audited financial statements, it must submit (a) an affidavit attesting to the fact that the applicant does not have such statements; (b) signed federal tax returns for the last two (2) years; (c) unaudited financial statements for the last three years; and (d) a "certified review letter" from a certified public account (CPA) verifying the unaudited financial statements;
- OR, two (2) most recent "reviewed" or "compiled" financial statements and two (2) most recent federal tax returns (including supporting schedules), which must be signed and dated by both the preparer and the Applicant's designated officer.
- OR, if Applicant does not have audited, reviewed or compiled financial statements, provide full Federal tax returns for past two (2) years;
- If Applicant is a Sole Proprietor or Single Member LLC treated as a disregarded entity for federal tax purposes, submit two (2) years of Federal Schedule C from the owner's personal tax return; If such Applicant does not have audited, reviewed or compiled financial statements, provide full federal tax returns for the past two (2) years.

2. **Schedule of Aged Accounts Receivable**, including portion due within ninety (90) days.

\*Please note that for proof of funds necessary to complete the redevelopment requirement PRI will also accept a letter from a reputable lender affirming their interest and ability to lend to the applicant.

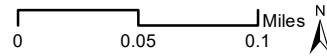
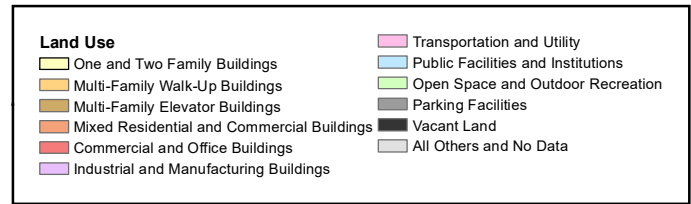
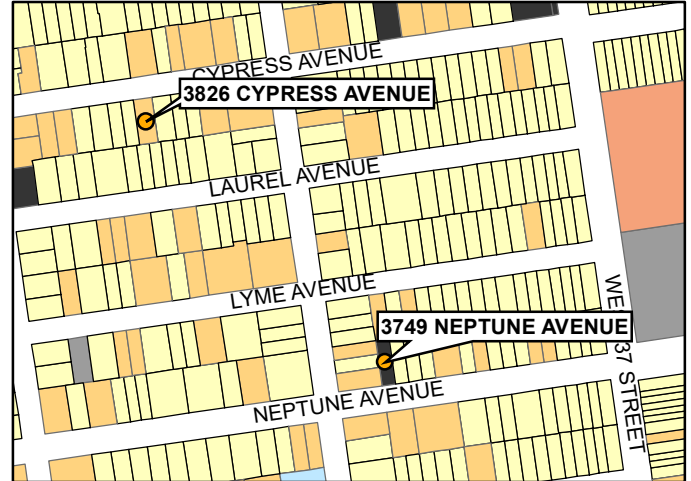
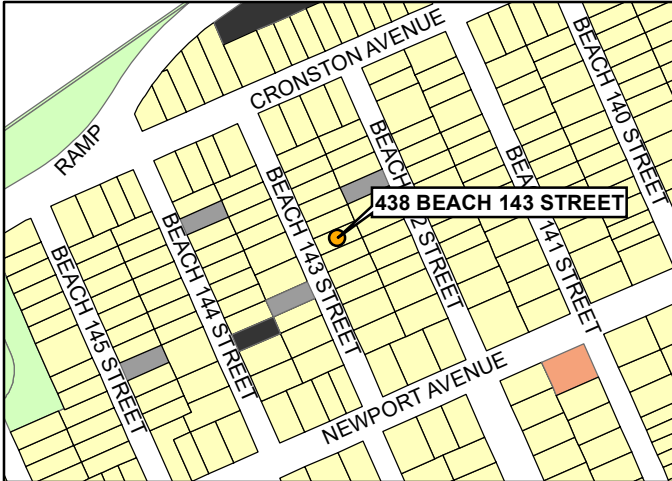


BBL Lots	Address	Zip	Borough
4162930060	438 BEACH 143 STREET	11694	Queens
3070000062	3749 NEPTUNE AVENUE	11224	Brooklyn
3069730022	3826 CYPRESS AVENUE	11224	Brooklyn

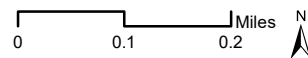
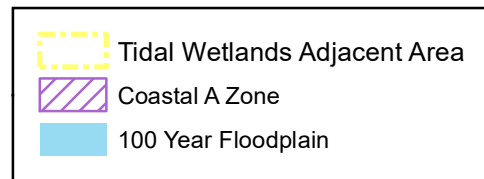
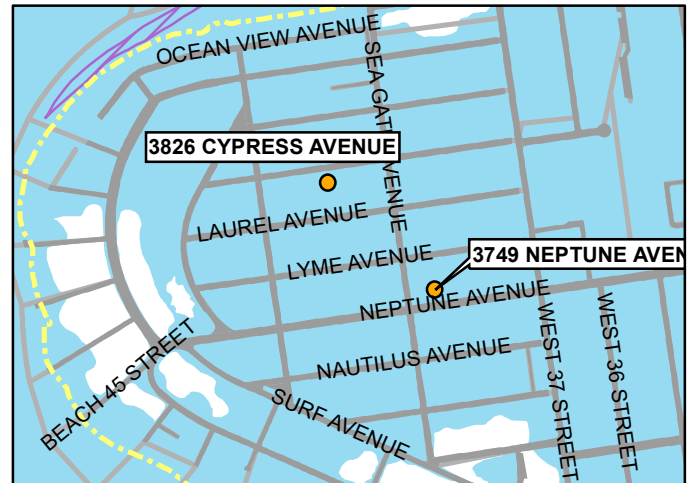
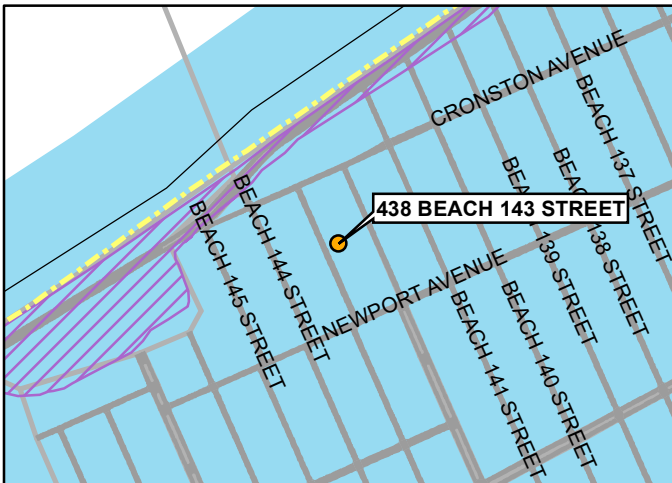


# BROOKLYN AND QUEENS

## LAND USE



## FLOOD RISK





*Inc.*

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New York, NY 10038  
P: 212.584.8981  
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**Project Rebuild Inc.**  
**Single Family Acquisition, Buyout and Resettlement Incentives**  
**Program**  
**Fair Market Sales - Request for Offers**  
*Closed Bid Form*

**Fair Market Sales – RFO Property Information**

**BLOCK 7000 LOT 62**

**Street Address: 3749 Neptune Avenue, Brooklyn, NY 11224**

I/We \_\_\_\_\_ am/are offering

\$ \_\_\_\_\_ (in numbers)/ \_\_\_\_\_ (in words) as our best and final bid for the lot located at Block No. 7000 Lot No. 62. I/we certify that if selected, I/we agree to pay this price and that I/we have the funds to purchase the property and the applicable closing costs readily available.

**I/We understand that the highest eligible bidder will be selected.**

By signing below, I certify that the information provided herein is correct and true to the best of my knowledge. I have read and understand the information provided. If the property is conveyed, I agree to redevelop the property requested in accordance with the redevelopment requirement and all applicable state and local laws, including maintaining necessary improvements for public safety and flood control. This form is a bidding form only. By receiving it, Project Rebuild, Inc. does not commit to transferring the property to the applicant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Please retain a copy of this form for your own records.*

*All transactions will be completed in accordance with the regulations regarding Community Development Block Grant Disaster Recovery per the United States Department of Housing and Urban Development.*

**State of \_\_\_\_\_, County of \_\_\_\_\_**

**Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,**

**20\_\_ by \_\_\_\_\_,**  
**proved to me on the basis of satisfactory evidence to be the person who appeared before me.**

\_\_\_\_\_  
Notary Signature



*Inc.*

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New York, NY 10038  
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*Closed Bid Form*

**Fair Market Sales – RFO Property Information**

**BLOCK 6973 LOT 22**

**Street Address: 3826 Cypress Avenue, Brooklyn, NY 11224**

I/We \_\_\_\_\_ am/are offering

\$ \_\_\_\_\_ (in numbers)/ \_\_\_\_\_ (in words) as our best and final bid for the lot located at **Block No. 6973 Lot No. 22**. I/we certify that if selected, I/we agree to pay this price and that I/we have the funds to purchase the property and the applicable closing costs readily available.

**I/We understand that the highest eligible bidder will be selected.**

By signing below, I certify that the information provided herein is correct and true to the best of my knowledge. I have read and understand the information provided. If the property is conveyed, I agree to redevelop the property requested in accordance with the redevelopment requirement and all applicable state and local laws, including maintaining necessary improvements for public safety and flood control. This form is a bidding form only. By receiving it, Project Rebuild, Inc. does not commit to transferring the property to the applicant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Please retain a copy of this form for your own records.*

*All transactions will be completed in accordance with the regulations regarding Community Development Block Grant Disaster Recovery per the United States Department of Housing and Urban Development.*

**State of \_\_\_\_\_, County of \_\_\_\_\_**

**Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,**

**20\_\_ by \_\_\_\_\_,**  
**proved to me on the basis of satisfactory evidence to be the person who appeared before me.**

\_\_\_\_\_  
Notary Signature



Inc.

150 Broadway, Suite 2101  
New York, NY 10038  
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**Project Rebuild Inc.**  
**Single Family Acquisition, Buyout and Resettlement Incentives**  
**Program**  
**Fair Market Sales - Request for Offers**  
*Closed Bid Form*

**Fair Market Sales – RFO Property Information**

BLOCK 16293 LOT 60

Street Address: 438 Beach 143 Street, Queens, NY 11694

I/We \_\_\_\_\_ am/are offering

\$ \_\_\_\_\_ (in numbers)/ \_\_\_\_\_ (in words) as our best and final bid for the lot located at Block No. 16293 Lot No. 60. I/we certify that if selected, I/we agree to pay this price and that I/we have the funds to purchase the property and the applicable closing costs readily available.

**I/We understand that the highest eligible bidder will be selected.**

By signing below, I certify that the information provided herein is correct and true to the best of my knowledge. I have read and understand the information provided. If the property is conveyed, I agree to redevelop the property requested in accordance with the redevelopment requirement and all applicable state and local laws, including maintaining necessary improvements for public safety and flood control. This form is a bidding form only. By receiving it, Project Rebuild, Inc. does not commit to transferring the property to the applicant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Please retain a copy of this form for your own records.*

*All transactions will be completed in accordance with the regulations regarding Community Development Block Grant Disaster Recovery per the United States Department of Housing and Urban Development.*

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_  
Notary Signature

**FORM A**

**RFO APPLICANT INFORMATION**

Name of Applicant: \_\_\_\_\_

Applicant's Employer Identification Number (EIN) or Social Security Number: \_\_\_\_\_

Applicant is (Check one):      Individual      ( )      Partnership      ( )      Limited Liability Co.      ( )  
   Corporation      ( )      Joint Venture      ( )

Applicant's Business Address: \_\_\_\_\_

Applicant's Telephone Number: \_\_\_\_\_

Applicant's Email Address: \_\_\_\_\_

If Applicant is a Partnership or Limited Liability Co., fill in the following blanks:

Names of Partners/Members

Residence of Partners/Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Applicant is a Corporation, fill in the following blanks:

Organized under the laws of the State of \_\_\_\_\_

Name and Home Address of President: \_\_\_\_\_  
\_\_\_\_\_

Name and Home Address of Secretary: \_\_\_\_\_  
\_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_  
\_\_\_\_\_

Number of Years the Applicant business has been in operation: \_\_\_\_\_

Number of Applicant employees: \_\_\_\_\_

Provide the name, address, telephone, and email addresses of at least three business references whom PRI may contact regarding your construction experience. For each, identify the project about which the individual is informed.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Has any principal identified on page 1, or any organization in which the principal is or was a general partner, or corporate officer, or owned more than 10% of the shares of the corporation been the subject of any of the following:

- A. Felony or misdemeanor conviction in the last 5 years, or any felony and/or misdemeanor conviction currently pending;
- B. Found in violation of any administrative, statutory, or regulatory provisions in the last 5 years, or have any administrative charges pending.;
- C. Any sanctions imposed as a result of judicial or administrative disciplinary proceedings with respect to any professional license in the last 5 years;
- D. Defaulted or had termination for cause on any contract obligation or agreement of any kind or nature whatsoever entered into with PRI, HUD, State or City of New York or of its agencies;
- E. Debarment or suspension from entering into contracts with government agency or other notification or ineligibility for, or prohibition against, bidding or proposing on government contracts;
- F. In the last 7 years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings
- G. Overall unsatisfactory performance rating from any government agency on any contract;
- H. Judgements, liens, injunctions, including but not limited to, judgements based on taxes owed, fines and penalties assessed by any governmental entity;
- I. Record of substantial environmental code violations or litigation against you;
- J. Record of substantial OSHA/worker safety violation.

YES	NO

If yes, please state the following information:

1. Name of principals: \_\_\_\_\_
2. Name of organization/corporation and if an officer, state title:  
\_\_\_\_\_
3. Date of action: \_\_\_\_\_
4. Current status of action: \_\_\_\_\_
5. Explanation of Circumstances: \_\_\_\_\_

## SPECIAL EXPERIENCE REQUIREMENTS

- Prior experience in flood compliant construction
- Prior experience redeveloping properties in New York City.

Name of Applicant: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

[illegible]

In what capacity did Applicant complete the work (e.g., contractor, subcontractor):

Dollar Amount of Contract:

Dates of Work:

Number of Permits Pulled in Applicant's Name (in last 3 years)

## **Sea Gate Association By-Laws**

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**BY-LAWS OF**

**THE SEA GATE ASSOCIATION**

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**BY-LAWS**  
**OF**  
**THE SEA GATE ASSOCIATION**

**ARTICLE I**

**NAME AND SEAL**

**SECTION 1.** This Association shall be called “ The Sea Gate Association”

**SECTION 2.** The seal of the Association shall be circular in form, containing the name of the Association and the year of the incorporation.

**ARTICLE II**

**OBJECTIVES**

The Association is organized for the mutual comfort and convenience of its members; to provide and maintain suitable means of access between properties of its members, and suitable sanitary arrangements for their comfort and health; to provide and maintain a casino or other buildings for mutual convenience; to provide and maintain open places on the beach or elsewhere at Sea Gate for the common use of its members; to provide generally for the care, protection and maintenance of the property at Sea Gate of itself and its members, and to promote social intercourse among its members, and, to the ends of aforesaid, to acquire, take, hold and dispose of such property, real and personal, as the purpose of the Association may require, subject to such limitations as may be presented by law. To provide parks and playgrounds, buildings or grounds for camp, musical or other meetings; to preserve and maintain the private community known as Sea Gate in the Borough of Brooklyn, City and State of New York, including all the facilities therein and to take all means for the improvements, betterment and welfare of said community and the properties and facilities located therein.

## **ARTICLE III**

### **MEMBERSHIP**

**SECTION 1.** a) Any owner or co-owner of one or more lots within Sea Gate, or the husband or wife, as the case may be of such owner, who has received from his wife or husband, and filed privilege of membership in this Association to him or her, in whole or in part, may apply for membership in the Sea Gate Association by signing an application for that purpose.”

b) In the event of a division of privileges of membership as provided for herein, each co-owner shall be jointly and severally liable for the payment of the full amount of dues in accordance with the provisions of Article VIII of these by-laws.

**SECTION 2.** Any member in good standing may be present at or represented at any meeting of the Association or may vote at any election by a legally constituted attorney-in-fact, whose proxy shall be filled with the secretary in advance of the opening of the meeting in accordance with filing procedures adopted by resolution of the Board of Directors.

**SECTION 3.** The sale of all Sea Gate property owned by a member of this Association shall terminate membership and all other rights there under.

## **ARTICLE IV**

### **GOVERNMENT**

**SECTION 1.** a) The property and affairs of this Association shall be managed by nineteen directors, commencing with the 1995 elections, seventeen directors, commencing with the 1996 elections and fifteen directors, commencing with the 1997 elections, all of whom shall be members of the Association, and who shall be elected in classes of five in each year at the annual election of the Association each class to serve for a term of three years from the date of the annual election, or until successors be elected.

b) The Board of Directors shall be the governing body of the Community; the power of the Board of Directors shall include but not be limited to the adoption of the rules and regulations for the maintenance, protection, preservation and improvement of the Community known as Sea Gate, and the safety, security, comfort, and general welfare of the Community residents. Said Rules and Regulations, which may, at the Board’s discretion include the imposition of fees or charges, shall be binding upon the owners of property within Sea Gate Community and the residents thereof and upon the non-residents of said Community at such times as they may be within the Sea Gate Community.

c) Any director may be removed by the Board of Directors for good cause and as used herein, the phrase “good cause” shall mean any cause or reason deemed sufficient by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors.

d) The Board of Directors shall have full power of authority to fill any interim vacancies in the Board of Directors, to serve until the next election of Directors by the membership.

e) No officer or director of the Board shall receive any compensation when acting in his capacity as such, but nothing herein contained shall be deemed to prohibit the compensation of any officer or director, if acting in some other capacity, if not prohibited by law.

f) The Board of Directors shall have the full power and authority to retain attorneys, accountants and other professionals or consultants to assist or advise the Board and to provide for the compensation of such person.

g) The Directors shall meet at least once per month and as often as they think necessary.

h) A majority of the Board of Directors shall constitute a quorum unless a greater number is required by law or by these by-laws.

**SECTION 2.** The Directors shall, subsequent to the Annual Election and prior to November 1<sup>st</sup>, in each year, elect from their members a President, Vice President, not exceeding three in number, a Secretary and Treasurer, who shall hold office until the second Monday in September next ensuing, or until their respective successor are elected. They may also appoint a Community Manager and an assistant secretary, who shall serve at their pleasure, and whose compensation shall be fixed by them.

**SECTION 3.** a) The President shall preside at all meetings of the Association and the directors. He shall, with the Secretary, sign all written contracts and obligations of the Sea Gate Association and exercise the usual functions pertaining to his office, subject to the direction and control of the directors.

No President shall hold office for more than three (3) successive terms.

b) The First Vice President and each subordinate Vice President, in order of their office, shall have the powers and perform the duties of the President in the latter's absence or disability, subject to the direction and control of the directors.

c) The Secretary shall keep the minutes and records, and conduct the correspondence of the Association and of the directors. The Secretary shall, with the President or the acting President if the President is absent, sign all written contracts of the Association, have the custody of the seal of the Association and perform the usual duties pertaining to the office of Secretary, subject to the direction and control of the directors. The Secretary may delegate any duties to any other officer.

d) The treasurer shall, subject to the direction and control of the directors, collect and receive all monies due and belonging to the Association, and shall have custody in trust for the Association of all funds, securities and title deeds thereof. Any two officers shall sign all checks and notes, and shall pay bills on the certificate of their correctness, either by the Chairman of the applicable

Committee, or upon the order of the President or the directors. At its discretion the Board of Directors may designate any two (2) persons to sign payroll checks only.

**SECTION 4.** a) To carry out the purposes and objects of the Association, the following Committees may be appointed by the President:

Public Works	Legal
Police	Finance and Budget
Public Relations	Public Health
Beach Improvements	Sanitation
Civic Improvements	

and any other Committees as deemed necessary and proper, subject to the approval of the Board of Directors. The Chairman of each Committee shall likewise be appointed by the President, subject to the approval of the Board of Directors.

b) The Finance Committee shall, Subject to the direction and control of the directors, aid the Treasurer in managing the finances of the Association. They shall make or cause to be made, by a Certified Public Accountant, as often as they think best, and at least once in each year, an audit of the accounts of the Sea Gate Association. The Treasurer shall mail to each member of the Association a copy of the Association's current financial statement as prepared by the Association's certified public accountant.

c) The Public Works Committee shall direct, regulate and control all matters pertaining to public works, subject to the approval of the Board of Directors.

d) There shall be a Police Committee who shall, subject to the authority and control of the Board of Directors, have entire charge of the police, the preservation of order and the enforcement of the rules of the Association.

e) The Finance and Budget Committee shall, subject to the direction and control of the Board of Directors, prepare the proposed budget required by these by-laws. Thereafter, a meeting of the members of the Association shall be called for the first Monday in December of each year for the purpose of discussing the proposed budget. The Board of Directors, however, shall have the right to change the date of the Budget Meeting of the Association to any other day in the month of December in each year. Notice of such change of the date of such meeting shall be forwarded in writing to the members of the Association not less than 10 days prior to the date fixed for such meeting.

## **ARTICLE V**

### **MEETINGS**

**SECTION 1.** a) The Annual Meeting of the Association shall be held on the 2<sup>nd</sup> Monday of September in each year, at 8:30 o'clock in the evening, at Sea Gate, Borough of Brooklyn, at such place as the directors shall appoint.

b) The Board of Directors, however, shall have the right to change the date of the Annual Meeting of the Association to any other Monday in the month of September or October but no later than October 15<sup>th</sup> in each year and notice of such change of the date of the Annual Meeting shall be forwarded to the members of the Association in writing not less than 10 days prior to the date fixed for such meeting.

**SECTION 2.** a) At all meetings of the members each member in good standing shall be entitled to cast a maximum of one (1) vote. As used herein, the phrase, "member in good standing," shall mean a member who is current and not in arrears of dues and charges, or any other unpaid fee including without limitation unpaid beach license fees, interest, legal fees, judgements, etc. For the purpose hereof, any multiple dwelling including without limitation, a hotel, rooming house, single room occupancy, cooperative dwelling or apartment house, condominium units, apartment or garden apartment development shall be deemed a single member and shall, as a whole, have but one (1) vote at all meetings of the Association.

b) Co-owners shall have the right to declare in writing, the extent of their interest in the property and file such declaration in the office of the Sea Gate Association. In the absence of such declaration, the interest of co-owners shall be deemed to be equal.

**SECTION 3.** a) Tellers and alternate Tellers shall be appointed prior to the Annual Meeting to (i) verify and count all submitted proxies and (ii) to count the votes cast for the slate(s) of directors, and (iii) to count the votes cast for the members of the nominating committee, and (iv) to count the votes cast on all other matters and they shall have charge of the polls.

b) The President shall, appoint two watchers to examine the ballots and, in the case of voting for slates of directors shall appoint two watchers designated by each nominated slate, none of whom shall themselves be candidates. The watchers shall watch the count as conducted by the Tellers. All watchers and tellers must be members in good standing.

**SECTION 4.** a) Special meeting of the Association may be called by the President at any time. Special meeting of the Association shall be called by the President when he is so requested by ten (10%) percent of the members in good standing of the Association as of January 1<sup>st</sup> of the calendar year in which the election is held.

b) To constitute a quorum at any meeting of the members of the Association it shall be sufficient to constitute a quorum if not less than the members entitled to cast 100 votes or one-tenth (1/10) of the total number of votes entitled to be cast, whichever is less, are present in person or by proxies.

## **ARTICLE VI**

### **NOMINATION**

**SECTION 1.** There shall be a nominating Committee which shall consist of five persons and there shall be two alternates all of whom shall be members in good standing of the Sea Gate Association. The members of this Committee shall be nominated in open meeting, and shall be balloted for and elected at the annual election. They shall hold office until the next ensuing annual election, or until their successors be elected. Vacancies occurring in this Committee shall be filled first by the alternate number one and secondly by alternate number two.

**SECTION 2.** Nominations for directors to replace the outgoing class and to fill vacancies which may have arisen during the year, shall be made by the Nominating Committee and shall be posted in a conspicuous place in the Office of the Association, not less than 14 days prior to the Annual Meeting, and shall be recorded and sent together with the Notice of Annual Meeting, and any other nominations that may be made independently by any fifty (50) members of the Association who shall post in the office of the office of the Association the names of such nominees over the signature of the proposers not less than 10 days prior to the Annual Meeting. No candidates or directors shall be balloted in either one of these two ways.

Such independent nomination shall be set forth in the Notice of Annual Meeting.

**SECTION 3.** No member of the Nominating Committee may be nominated as a member of the Board nor may he or she qualify for such nomination by resigning from said Committee.

**SECTION 4.** No more than one person of the immediate families (defined as the spouse, child or parent) of an Association member, shall hold a position on either the Nomination Committee or Board of Directors at the same time.

## **ARTICLE VII**

### **PURCHASE OR SALE OF REAL PROPERTY**

Except for daily or short term rental of the Chapel, the sale, purchaser, lease or re-lease or rent of any rights, easements, interests of any reality owned by the Sea Gate Association shall be approved only upon the affirmative vote of not less than 2/3 of the members present or voting by mail or proxy. Notice of such action shall have been mailed to each member of the Association thirty days before the date of the meeting during which such action will be presented for vote.

## **ARTICLE VIII**

### **DUES**

**SECTION 1.** a) The annual dues and charges payable by each property owner shall be the amount assessed and charged against the property of such owner and shall be determined by the directors in December of each year in the following manner:

b) A budget of the amount to be required to pay the expenses of conducting the business and carrying out the objectives of the Association for the next ensuing fiscal year shall be prepared and adopted by the directors and the aggregate amount thereof, together with such additional amount as, in the judgement of the director, shall be necessary to cover defaults in payment, rebates extraordinary expenses or other contingencies and deficiencies shall be assessed and charged against each parcel of real estate in Sea Gate, and the owner thereof in the proportion which the assessed valuation of such parcel of real estate, as fixed by the governmental agency or department of the City of New York responsible for making said assessments for the purpose of taxation for the year immediately preceding, bears to the aggregate assessed valuation of all of the real estate in Sea Gate, as so fixed by said Department for said year, exclusive of property owned by the Association. In cases where such parcel of real estate has been improved, other than by alteration of existing premises since the said assessed valuation was fixed, the Board of Directors shall fix the assessed valuation of said property with such improvements and the dues and charges shall then be determined and based upon the assessment as fixed by the Board of Directors.

**SECTION 2.** a) The dues and charges shall be and become a lien against the property on which they are levied and assessed on the day when they become due and payable, and shall remain such liens until paid.

b) They shall become due and payable on January 1<sup>st</sup>, but may be paid in five consecutive monthly installments commencing on January 1<sup>st</sup> of each year. The Board of Directors may establish discounts for prompt payment of such installments, and may provide for the payment of interest for delinquent payment of such installments.

**SECTION 3.** a) Dues and charges shall become due and payable on January 1<sup>st</sup> each year but may be paid in eight (8) successive equal monthly installments commencing January 1<sup>st</sup> in each year. If an installment payment is not paid on time the full amount of all unpaid dues and charges shall immediately become due and payable. Interest will be charged at the maximum rate permitted by law.

b) If such dues and charges are not paid as provided for in Article VIII Section 3 (a) or any other Board approved arrangement, the Board of Directors of the Sea Gate Association is empowered and may in its discretion bring suit in the name of the Sea Gate Association for the recovery of the same and proceed in accordance with the provision of law to enforce the collection thereof. In the event that unpaid dues and charges shall be referred to an attorney at law for collection, the delinquent owner shall be liable for legal fees, in an amount not less than 25% of the unpaid dues and charges, plus other costs of collection, if any.

**SECTION 4.** The Board of Directors may adopt reasonable rules and regulations enabling the Association to grant or deny exemptions to religious, charitable or educational

organizations or institutions or to veterans, from the dues and charges herein, provided, and to revoke any such exemption once granted.

## **ARTICLE VIII (A)**

### **SPECIAL ASSESSMENTS**

**SECTION 1.** The Board of Directors of the Sea Gate Association is hereby authorized and empowered to approve and effect a special assessment against all members of the Sea Gate Association to provide for re-payment, in accordance with the terms and conditions of the Loan Authorization and Agreement entered into with the Small Business Administration together with such other and further agreements, notes, mortgages, security agreements and other documents which may be deemed reasonable and necessary by the Board of Directors to carry out the intent and purpose of the loan, to such extent, in such manner and amounts as will be sufficient to fully amortize the said loan in accordance with its terms. A copy of the Loan Authorization and Agreement dated May 1, 1993 is hereby specifically authorized and approved by the membership of the Sea Gate Association and all of the terms and conditions set forth herein are hereby expressly adopted.

**SECTION 2.** The amount so specifically assessed against the membership shall not become part of the regular budget and general funds of the Association but shall be a special assessment the receipts of which shall be maintained in a segregated account of the Association maintained either under the sole control of the Association or, if required by the Small Business Administration under joint control.

**SECTION 3.** All funds received by the Association from such special assessment and maintained in such segregated bank account shall solely and exclusively be used to repay the loan to the Small Business Administration and for no other purpose.

**SECTION 4.** This amendment to the By-Laws shall be irrevocable until the loan payable to the Small Business Administration is paid in full.

**SECTION 5.** All of the proceeds of the assessment shall be assigned to the Small Business Administration as collateral for the loan and the Board of Directors of the Association are authorized and empowered to extend such documents as may be deemed reasonable and necessary to effectuate the provision of this Article.

**SECTION 6.** The Board of Directors shall be empowered to make special assessments, only in case of an emergency occurring after January 1, 1995, or in the event of a natural disaster or the occurrence of an unanticipated event or casualty causing damage or destruction to the roads, highways, sewers, mains, bulkheads, piers, real property or infrastructure of the Association. Assessments shall, once approved by the Board, be calculated in the same manner as is provided for the calculation of dues and charges in Article VIII hereof and, shall be deemed additional dues and charges for all purpose under these By-Laws.

## **ARTICLE IX**

### **MISCELLANEOUS**

**SECTION 1.** Notice of all annual and special meetings of the Association shall be in writing, and shall be mailed to the last known mailing address of each member not less than one week in advance of such meeting; and in case of special meetings, such notice shall state the subject or subjects to be acted upon.

**SECTION 2.** Every resident of Sea Gate, whether or not a member of the Association, shall be bound by the By-Laws of the Association and such rules and regulations as may be reasonably adopted.

## **ARTICLE X**

### **AMENDMENTS**

These By-Laws may be repealed, altered or amended, only at the Annual Meeting of the Association, by vote of two-thirds of the voters present or voting by proxy, provided that notice of such repeal, alteration or amendment shall have been posted in a conspicuous place in the office of the Association for thirty (30) days prior to the meeting at which it is proposed to consider the same. By-Laws Amendment requests must be initially supported by a petition including the signatures of no less than 75 homeowners in good standing. Notice of such meeting shall be mailed to each member of the Association not less than ten (10) days prior to the date of such meeting together with a copy of the proposed amendments(s).

## **ARTICLE XI**

**INDEMNIFICATION.** (a) The Corporation shall indemnify to the fullest extent nor or hereafter provided for or permitted by law each person involved in, or made or threatened to be made a party to, any action, suit, claim or proceeding, arbitration, alternative dispute resolution mechanism, investigation, administrative or legislative hearing or any other actual, threatened, pending or completed proceeding, whether civil or criminal, or whether formal or informal, and including an action by or in the right of the Corporation or any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise, whether profit or non-profit (any such entity, other than the Corporation, being hereinafter referred to as an "Enterprise"), and including appeals therein (any such process being hereinafter referred to as a "Proceeding"), by reason of the fact that such person, such as person's testator or intestate (I) is or was a director or officer of the Corporation, is or was serving, at the request of the Corporation, as a director, officer, or in any other capacity, any other Enterprise, against any and all judgments, fines, penalties, amounts paid in settlement, and expenses, including attorneys' fees, actually and reasonable incurred as a result of or in connection with any Proceeding, or any appeal therein, except as provided in the following paragraph.

(b) No indemnification shall be made to or on behalf of any such person if a judgment or other final adjudication adverse to such person establishes that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled. In addition, no indemnification shall be made with respect to any Proceeding initiated by any such person against the Corporation, or a director or officer of the Corporation, other than to enforce the terms of this Article, unless such Proceeding was authorized by the Board of Directors. Further, no indemnification shall be made with respect to any settlement or compromise of any Proceeding unless and until the Corporation has consented to such settlement or compromise.

(c) Written notice of any Proceeding for which indemnification may be sought by any person shall be given to the Corporation as soon as practicable. The Corporation shall then be permitted to participate in the defense of any such proceeding or, unless conflicts of interest or position exist between such person and the Corporation in the conduct of such defense, to assume such defense. In the event that the Corporation assumes the defense of any such Proceeding, legal counsel selected by the Corporation shall be acceptable to such person. After such an assumption, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred unless such expenses have been expressly authorized by the Corporation. In the event that the Corporation participates in the defense of any such Proceeding, such person may select counsel to represent such person in regard to such a Proceeding; however, such person shall cooperate in good faith with any request that common counsel be utilized by the parties to any Proceeding who are similarly situated, unless to do so would be inappropriate due to actual or potential differing interests between or among such parties.

(d) In making any determination regarding any person's entitlement to indemnification hereunder, it shall be presumed that such person is entitled to indemnification, and the Corporation shall have the burden of proving the contrary.

# THE SEA GATE ASSOCIATION

Sea Gate, Brooklyn, New York

Rules and Regulations



**1899-2017**

## **SEA GATE RULES AND REGULATIONS 2017**

Dear Homeowner, Property Owner and Landlord:

From the very beginning of the establishment of Sea Gate and the Sea Gate Association, the creation and implementation of Rules and Regulations along with By-Laws has been necessary to secure and perpetuate the private residential character of Sea Gate. These have provided a standard by which the community thrives and maintains a high quality of life for its homeowners. All rules and regulations in the By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in this document.

The right of the Sea Gate Association to enact rules and regulations has been recognized, sanctioned and upheld by the Supreme Court of the State of New York. These rules and regulations are binding upon all homeowners, property owners, landlords, tenants, residents, their families, and guests. All references in the Rules and Regulations to homeowners, property owners, landlord, residents, tenants, their families and guests are interchangeable, and each shall be jointly and severally liable and responsible for their actions or violations.

All privileges of the Sea Gate Association will be denied to those that do not adhere to these rules and regulations. Where applicable, warnings and/or a fine, followed by summonses in accordance with New York law for violating the Sea Gate Associations Rules and Regulations will be issued.

Please note that these rules and regulations were established to maintain an optimum standard of living in our community and by following them, you are an integral part of maintaining that standard. Therefore, failure to abide and comply with the Sea Gate Associations' Rules and Regulations reduces that standard and optimum quality of

life we all want here in Sea Gate. These Rules and Regulations may be revised or additional rules may be established at any time by the Sea Gate Association with notification to homeowners and residents.

**ARTICLE I**  
**USE AND CARE OF THE SEA GATE STREETS, SIDEWALKS AND BEACHES**

**SECTION I**

**SIDEWALKS**

- a) It is the sole responsibility of the homeowner and property owner to maintain and repair broken and cracked sidewalks abutting their property. Unmaintained and unrepaired sidewalks present a hazard to pedestrians.
- b) Sea Gate Association (“SGA”) will regularly inspect and assess the quality of sidewalks and will notify the Homeowner in writing of an unsatisfactory or hazardous condition. After receiving written notice from the Sea Gate Association of an unsafe sidewalk condition, the homeowner will have sixty (60) calendar days from the date of the notice to make the necessary repairs. If proper repairs are not made timely and adequately, the homeowner shall incur a fine. The Sea Gate Association reserves the right to repair the unsafe condition and bill the homeowner if the 60-day notice is not complied with. **Note:** Depending on the violation and what is required to correct the condition, a courtesy of up to three (3) sixty (60) day grace-periods for a maximum of one-hundred eighty (180) days may be a consideration. This is to be at the sole discretion of the Sea Gate Association. This will be defined by how hazardous the existing condition is considered to be.
- c) Homeowners wishing to plant a tree at the curbside may do so at their discretion. However, homeowners will be required to plant as per NYC DPR Standards. Please take notice that if the opening for the tree is too small, the tree will suffer and not grow to its potential. Homeowners are to take this into consideration when repairing or replacing sidewalks.
- d) If a large curbside tree is believed to be dead or has dead branches, homeowners can notify

the Sea Gate Association office for assistance on having the matter rectified. No homeowner may trim or cut down a large tree without the approval of the Sea Gate Association.

- e) Property owners are responsible for keeping sidewalks, driveways, front yards, porches and 18" into street abutting property clean, unobstructed and clear of all debris, trash and unsightly conditions. A fine and/or ECB summonses, following a warning notice, will be issued for failure to comply with this regulation. Other examples of conditions which will warrant a warning, fine and/or ECB summons are as follows: overgrown shrubbery, overhanging tree branches, weeds and shrubs that infringe on the sidewalk or over your property line, fencing in disrepair, broken windows and/or doors, overgrown weeds/grass, and unmaintained lawns. \*If an unsafe street condition is believed to be located within the 18" in front of your property, please notify the Sea Gate Office immediately (i.e. pothole, catch basin issue)
- f) Disease-carrying mosquitos are attracted to areas where weeds are overgrown. Standing water on your property where mosquitos can lay larvae can present a situation that raises the mosquito population. Please insure that if you have a fishpond or other type of pond that the water is flowing and regularly maintained. A warning notice, fine and/or ECB summonses will be issued for failure to comply with this regulation. For further information on the diseases that mosquitos carry and the high season for the need for vigilance and care, please contact the New York City Department of Health and Mental Hygiene or call 311.
- g) New York City and DSNY requires all homeowners, both resident and absentee, to clear their sidewalk of snow and or ice according to following guidelines:

- If snow stops between 7:00am – 5:00pm, removal must be done within four

(4) hours.

- If snow stops between 5:00pm – 9:00pm, removal must be done within fourteen (14) hours.
  - If snow stops between 9:00pm – 7:00am, removal must be done by 11:00am.
- h) Snowfall that ceases during the nighttime hours requires removal four (4) hours after sun-up. In the event that snow and/or ice shall be frozen to the extent that it cannot be removed without damage to the pavement, it must be properly covered with salt, sand, sawdust, cat litter or similar material to provide safe access for pedestrians. As soon as weather permits, the frozen snow/ice must be removed. It is the responsibility of an absentee homeowner to make arrangements to ensure that snow and ice is removed in accordance with this regulation. A fine and/or ECB summonses will be issued for failure to comply with this regulation.

## **SECTION II**

### **PET OWNERSHIP AND RESPONSIBILITY**

- a) New York City laws require that dog owners follow the **Leash Law**. Dogs in public must be on a leash no more than six (6) feet long. All pets must be kept on a leash and under the owner's control at any time they are outside the homeowner's property. Pets may not be left unattended when outside the homeowner's property at any time. A fine will be assessed to any homeowner in violation of this Regulation.
- b) All pet waste must be picked up by the pet owner and disposed of in the appropriate pet waste receptacles provided to you at various locations throughout the Sea Gate community including Sea Gate's Dog Park (located at the intersection of Surf Avenue and Mermaid Avenue) or disposed of in the dog owner's OWN trash receptacles. Pet owners shall

prevent and prohibit ANY plastic bags and containers containing pet waste from entering into Sea Gate's sewer systems and storm basins to prevent creating major problems with clogged sewers and backups into homes. Correction of said issues is costly and directly affects the budget of the Sea Gate Association, including causing very unpleasant and damaging conditions in the homes in Sea Gate. A fine and/or ECB summonses will be issued for failure to comply with this regulation. The Sea Gate Association reserves the right to bill the Homeowner the expenses it incurred to repair any damages because of the homeowner's failure to comply with this regulation.

- c) Please be respectful of the Homes adjacent to the Sea Gate Dog Park. Please follow all rules posted in the Dog Park and refrain from allowing your dog(s) to bark excessively.

### **SECTION III**

#### **BUILDING CONSTRUCTION, REPAIRS AND/OR ALTERATIONS**

- a) All and any alteration projects MUST have appropriate and necessary New York City permits. A copy of such permit(s) MUST be filed with the Sea Gate Association office. Failure to obtain permits will result in ECB/DOB/HPD violations, as well as SGA fines.
- b) The Sea Gate Association will accept for review only those plans that have already received approval from the NYC Department of Buildings ("DOB") or other agency having jurisdiction over the work.
- c) Homeowners are prohibited from engaging in any use or practice that is an interference with the private residential character of Sea Gate or an interference with Sea Gate's efforts to maintain, protect and preserve the safety, comfort and general welfare of the Sea Gate residents. Therefore, any construction, renovation and/or alteration work for the purposes of commercializing a residential property is prohibited. In order to preserve the private

residential community of Sea Gate, all property zoned for residential use shall be used only as a residence, and homeowners shall observe all zoning ordinances and regulations.

- d) Construction equipment for building and/or alteration projects will be permitted to be brought into the community of Sea Gate only after all the appropriate and necessary New York City permits are obtained and a copy of these permit(s) are filed at the Sea Gate Association office.
- e) Homeowners are responsible to erect construction fences in accordance with the DOB permit(s) and Building Code. Homeowners must erect a construction fence for any construction project that involves exterior work.
- f) Construction work is NOT permitted before 7am or after 6pm, Monday through Friday, or on Saturdays and Sundays without a special permit, UNLESS WITHIN 300 FEET FROM A HOUSE OF WORSHIP IN WHICH CASE NO WEEKEND CONSTRUCTION IS PERMITTED. No construction is permitted on a national holiday.
- g) It is the sole responsibility of the homeowner to obtain a permit from the Sea Gate Association **prior** to parking dumpsters in the street. Permits MUST be presented to the Officer on duty at Neptune Gate to gain access into the community. A REFUNDABLE DEPOSIT IN THE AMOUNT OF \$300.00 MUST BE PAID FOR BY THE PROPERTY OWNER TO THE SEA GATE ASSOCIATION TO OBTAIN A DUMPSTER PERMIT. This permit must be visibly displayed on the dumpster and the front of the property. Dumpsters with graffiti are not permitted, and a fine of \$50.00 will be assessed if one is delivered to the property.

Dumpsters and major building equipment MUST be delivered and removed between the hours of 7am and 7pm ONLY.

DUMPSTERS MUST BE COVERED BY THE END OF CONSTRUCTION DAILY

AND REMOVED WITHIN TWO (2) BUSINESS DAYS AFTER BEING FILLED TO CAPACITY.

SGA Dumpster Permits expire after Twenty-one (21) days. IF A DUMPSTER MUST BE LEFT ON A CONSTRUCTION SITE LONGER THAN TWENTY-ONE (21) DAYS, A NEW PERMIT MUST BE OBTAINED IN THE SEA GATE ASSOCIATION OFFICE.

\*If the permit is not renewed and/or deposit is not picked up within Forty-Five (45) days of the permit issue date, the deposit will be forfeited.

It is the responsibility of the homeowner and property owner to have their contractors follow the proper procedures to avoid damage to the streets. Failure to comply with any of these regulations will result in a warning followed by a fine, and/or issuance of ECB summons. In addition, property owners will forfeit their deposit for failure to comply with the regulations.

THE SEA GATE ASSOCIATION SUPPORTS ALL EFFORTS TO IMPROVE PROPERTY AND HOMES AND WOULD IMPLORE ALL HOMEOWNERS TO BE MINDFUL OF THE PERMIT DATES TO AVOID A FINE AND SUMMONS.

- h) All construction materials must be maintained in a safe place on the owners' property where it does not interfere and/or create a hazardous or dangerous situation for pedestrians, passersby or the homeowner and/or their tenants.
- i) Upon completion of construction all materials, equipment and debris must be removed immediately. Failure to remove all materials, equipment and debris will result in a warning, fine and summons.

## **SECTION IV**

### **SEA GATE STREET OPENINGS (CUTS AND HOLES MADE IN STREET OR SIDEWALKS)**

- a) If a street opening for a connection to water, gas, electrical service, cable service or repair is required, homeowners/property owners must obtain a permit from the Sea Gate Association. Such permits will be provided to homeowners in good standing only.
- b) A permit is required for street openings of any kind and must be done by a NYC licensed contractor ONLY. A \$500 Work Permit fee is required, with \$200 being refundable. The deposit is refundable only after the Sea Gate Association has inspected the work and deemed it acceptable and complete. The property owner shall require any contractors hired to perform the work to carry insurance and comply with the requirements herein. Please read Section V (5) regarding insurance, warranties and guarantees. \*If the permit is not renewed and/or deposit is not picked up within Forty-Five (45) days of the permit issue date, the deposit will be forfeited.
- c) A copy of the proposed plan and specifications, together with the approval for such, granted by the Department of Buildings of the City of New York or other agency having jurisdiction over the work, must be attached to the Sea Gate Association permit.

## **SECTION V**

### **INSURANCE, WARRANTIES AND GUARANTEES**

- a) All contractors performing work in Sea Gate shall provide proof of the following insurance or such additional coverage or higher limits as may be required by applicable law with a company or companies and in a form reasonably satisfactory to the Sea Gate Association:
  - i. Commercial General Liability Insurance in the amount of \$10,000,000 single limit and aggregate (provided, however, that the Sea Gate Association shall

review coverage of subcontractors that cannot obtain the foregoing limits of insurance); insuring against liability for bodily and/or personal injury and death and for property damage covering the area where the work is being performed ("Project Site") and all streets, alleys and sidewalks adjoining or appurtenant to the Project Site, and which shall include: (i) operations-premises liability; (ii) Contractor's pollution liability coverage including liability for the generation of, and arranging for transportation for disposal and disposal of any contaminated waste, debris, or water from the Project Site in connection with the work being performed; (iii) Contractor's protective liability on the operation of all contractors; (iv) completed operations coverage (to be kept in force for not less than two (2) years after the completion of the work); (v) broad form contractual liability (designating as covered the "INDEMNIFICATION" provisions of their respective agreements); (vi) broad form property damage coverage; and (viii) a broad form comprehensive general liability endorsement (including explosion, collapse and underground damage, libel, slander and false arrest);

- ii. Comprehensive Vehicle Liability Insurance in the amount of \$1,000,000, single limit, including non-owned, hired or rental vehicles as well as owned, covering bodily and/or personal injury and death and property damage;
- iii. Worker's Compensation Insurance for all employees engaged in the performance of the work being done who may come within the protection of the worker's compensation law and, where applicable, employer's general liability insurance for employees not so protected which shall include: (i) Statutory amount and coverage as required by the law of the State where the work is being performed; and (ii) Employer's Liability (where applicable) \$500,000 per each person;

\$1,000,000 per each occurrence;

- iv. Errors and omissions insurance for the property owner's architect, engineer or other design consultants.
- b) The Sea Gate Association, its officers and directors and their respective agents, partners, servants, employees, tenants, guests, licensees and invitees, shall be named as additional insured on the above policies, except that such parties shall only be certificate holders with respect to the Worker's Compensation policy. Each such policy shall be purchased from and maintained in a company or companies lawfully authorized to do business in the State of New York. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work being performed until two (2) years following the final completion of the work ("Final Completion").
- c) Except for Vehicle Liability Insurance and Worker's Compensation Insurance, which must be maintained until Final Completion of the work being performed, the Property Owner shall not, by its actions, cause any insurance policies to be canceled or permit them to lapse prior to two (2) years following Final Completion. Final Completion of the work being performed and all insurance policies shall include clauses to the effect that (a) the policy shall not be canceled (except for nonpayment), changed or non-renewed or coverage thereunder reduced until thirty (30) days after the Sea Gate Association and all additional insureds and certificate holders have received written notice thereof, and shall not be canceled for nonpayment except on thirty (30) days' notice to the Sea Gate Association, (b) the act or omission of any additional insured will not invalidate the policy as to the other additional insureds and (c) such insurance shall be primary and non-contributory.
- d) In the event of the failure of the Property Owner or any one of its contractors or

subcontractors to furnish and maintain such insurance, the Sea Gate Association shall have the right, at its option, but not the obligation, at any time, (a) to revoke permission to perform the work and to deny entry onto the property of all workers, except that if such workers are escorted by a member of the Sea Gate Association's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the name of the Sea Gate Association and other additional insureds, the Property Owner and the Property Owner's contractors and the Property Owner agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Sea Gate Association to take out and maintain such insurance for the Sea Gate Association's account, the Property Owner's account and the account of such contractor.

- e) All contractors' insurance policies shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

- f) Nothing in this SECTION 5 shall constitute a waiver of or limitation of any other rights or remedies either party may have for consequential damages or otherwise.

## **SECTION VI**

### **BEACH SWIMMING AND FISHING REGULATIONS**

These rules and regulations are for the protection and benefit of all Homeowners, tenants, their families and guests. Adherence to these rules and regulations will assure the safe operation of the beach.

- a) Entrance to beach is designated by Sea Gate Association. A Beach Pass must be purchased for access to the beach during the Summer Season (Memorial Day weekend through Labor Day weekend). Season Passes may ONLY be purchased at the Sea Gate Office. Daily passes may be purchased at the beach entrance. Seasonal beach passes may only be purchased at the Sea Gate Office by homeowners in good standing. Note: Fees differ for Homeowners and Tenants. If you are a landlord, and not in good standing, your tenants will NOT be able to purchase Season Passes.
- b) Multi-passes can be purchased by homeowners for their visiting guests at the Office ONLY. All guests must maintain this multi-pass and provide it upon request by beach security.
- c) All guests purchasing a daily pass or utilizing the multi-pass will be required to wear a bracelet. This bracelet must be worn on the wrist and presented if requested. \*If a medical condition prevents you or your guests from wearing the bracelet, you must explain said condition and get the approval of the Beach and/or Community Manager. An acceptable alternative must be met.
- d) Entering the water without a Lifeguard on duty is strictly prohibited.
- e) Swimming is strictly prohibited in all areas other than those designated with Lifeguards by the Sea Gate Association (i.e. Lindy Park and some parts of beach). The Oceanview Beach is Private property owned by the homeowners abutting it.
- f) All persons swimming and using the beach do so at their own risk and sole responsibility. The Sea Gate Association does not assume responsibility for any accident or injury relating to swimming and use of the beach. Homeowners agree to make no claim against Sea Gate and the Sea Gate Association for, or on account of, any loss or damage to life or property

sustained and further to indemnify and hold harmless Sea Gate and the Sea Gate Association from any claim arising out of injury or damages sustained by a guest swimming and using the beach.

- g) No fighting, disorderly conduct, vandalism, or similar conduct is permitted on the beach.
- h) Personal conduct on the beach must be such that the safety of anyone is not jeopardized and be in compliance with Sea Gate Beach rules, which are posted at the beach entrance.
- i) Permanent structures such as staircases and ladders from oceanfront homes onto the Atlantic Avenue beaches of Sea Gate are strictly prohibited and will incur a fine when discovered.
- j) Any person(s) entering from a beachfront home are required to have a Season Pass or daily pass bracelet. If the person(s) cannot present this to Beach Security, they must enter at the designated Beach Entrance to obtain.
- k) No fires or open flames are allowed at any time on the beach.
- l) Any desired events on Communal Sea Gate Property (i.e. beach, lighthouse lawn, Lindy Park, Parking Lot, Block Parties) must be approved by the Sea Gate Association; waivers may be needed.
- m) No dogs are allowed on the beach during the Summer Season at any time for any reason. During the Off Season, dogs must be kept on a leash and under the owner's control at all times and waste must be properly picked up and disposed of by their owners. Fines and/or summonses will be issued for violating this regulation.
- n) Service Dogs will be allowed on the beach during the Summer Season provided that proper documentation is presented to Beach Security at the Beach Entrance. All Service Dogs must remain leashed and at owner's side at all times.

- o) The Sea Gate Association reserves the right to establish at any time with proper notification to owners and residents regarding its fishing regulations.
- p) Officers of the Sea Gate Police Department will remove violators of any Sea Gate regulations concerning swimming and beaches from such areas. Violators will be prohibited from entering the beach until further notice from the Sea Gate Association and will be subject to a fine.
- q) These rules may be revised or additional rules established at any time with proper notification to owners and residents using the beach.

## **SECTION VII**

### **PROCEDURES FOR STORAGE AND COLLECTION OF GARBAGE AND RUBBISH**

- a) All garbage pails must be covered. Due to the existence of raccoons, opossums and other animals in the area, covering garbage pails can prevent rummaging, destruction of garbage cans and pillage of trash. It is advised that homeowners attach lids to their pails so that lids are not lost during pick up.
- b) New York City Department of Sanitation collects Sea Gate trash. Please be mindful of the weight of trash placed at your curb. Ensure that all bags are tied and placed in garbage pails.
- c) All pails must be at a max of 44 gallons, as per Department of Sanitation. A summons may be issued by the Department of Sanitation for failure to comply.
- d) Garbage pails can be placed by the curb the evening before your scheduled pick-up day starting after 5:00 PM.
- e) Please be aware of changes in pick-up days due to Holidays and inclement weather. Please call 311 for updates and information if you are unable to reach the Sea Gate Office.

- f) Recycling materials such as cardboard, plastics and metal must be placed in the appropriate blue or clear plastic bags or receptacles on a homeowner's respective scheduled day. Please contact the Department of Sanitation for all rules pertaining to recycling. In the event a recycling day falls on a National Holiday, such as Christmas Day, Thanksgiving, etc., DO NOT PUT OUT YOUR RECYCLING. IT WILL BE PICKED UP THE FOLLOWING WEEK.
- g) BULK ITEMS ARE PICKED UP ON THE SECOND PICK UP DAY OF THE WEEK. For example, if you have pickup on Tuesdays and Fridays, your bulk day is Friday only. NYC Department of Sanitation's "COLLECTION SCHEDULE" (including HOLIDAY SCHEDULE) is available in the Sea Gate Association Office.
- h) The NYC Department of Sanitation issues summonses and fines as they deem necessary. It is not the Sea Gate Association's responsibility to remove summonses or pay fines issued to a homeowner by the Department of Sanitation. To obtain more information regarding the rules of the Department of Sanitation, you may call 311.
- i) In addition to any summons issued by the NYC Department of Sanitation, failure to comply with this section will result in a warning and/or fine.

## **SECTION VIII**

### **PARKING\***

**\* Due to the incorporation of our Visitors System, these rules will be updated and subject to change. Please check in with the Sea Gate Office for any updates.**

- a) No buses, commercial vehicles, vehicles with any writing or decals or vehicles with Dealer plates are permitted to park on Sea Gate streets or in the Residential Parking Lot (located between Surf and Mermaid Avenues) overnight. All vehicles, including but not limited to

automobiles, motorbikes and motorcycles, (hereinafter “vehicles”) parked on Sea Gate streets overnight may only be parked in valid and legal parking areas and must display a Sea Gate Association resident sticker on the left side of the windshield. Vehicles without this sticker cannot park on Sea Gate streets (or in the Residential Parking Lot) overnight and are subject to a fine and/or summons.

- b) Guest passes for overnight visitors are available from the Sea Gate Police Department (“SGPD”). Sea Gate Residents must accompany their guests with a valid Sea Gate issued ID to obtain a Guest Parking Pass. Valid vehicle registration and driver's license must be provided. Passes must be displayed on the dashboard of the vehicle in question such that it is visible.
- c) All vehicles parked on Sea Gate streets must have appropriate and updated inspection and registration stickers on their windshield. Vehicles without these stickers or with expired stickers are subject to a fine and/or summons.
- d) Homeowners are responsible for their own and their guests’ vehicles while they are on Sea Gate streets. This includes any commercial vehicles for the purpose of providing a service to any homeowner.
- e) Homeowners must comply with New York City parking rules and regulations, including and not limited to those regarding fire hydrants, driveways and crosswalks. In the event of a homeowner’s non-compliance with New York City’s parking regulations, summons and/or towing may result at the discretion of the Sea Gate Association with no notice to the vehicle owner or homeowner associated with that vehicle. The owner of a towed vehicle or the homeowner associated with the towed vehicle is responsible for all towing, storage, and associated costs. Call 311 for further information or contact the SGPD if you are unsure

of the rules and regulations regarding parking in these areas.

- f) Parking of any unregistered or abandoned vehicles is prohibited on streets and lawns; private driveway storage is only permitted. Failure to register the vehicle or remove an abandoned vehicle will result in a warning, fine, summons, and/or towing.
- g) Parking of any vehicle/jet ski/boat on a lawn at any time is prohibited.

***PLEASE TAKE NOTICE THAT THE RULES AND REGULATIONS REGARDING  
OVERNIGHT PARKING ARE SUBJECT TO CHANGE.***

### **ARTICLE III**

#### **POLICY CONCERNING DUES AND ASSESSMENTS**

- a) Dues & Charges must either be made in full no later than January 31<sup>st</sup>, or in eight (8) monthly installments on the 15<sup>th</sup> of every month, beginning January 15<sup>th</sup>. The timely payment of annual dues and charges, including special assessments and any fines assessed (hereinafter “dues and charges”), by all property owners are essential for the orderly and proper management of the Sea Gate Association. All Dues & Charges are to be made final by August 15<sup>th</sup>, unless other arrangements are made. Any homeowner who is not paid in full by August 15<sup>th</sup> will be considered not in good standing.
- b) In addition to the rules and procedures provided in the By-Laws, the Board has established the following rules and procedures to handle the collection of annual dues and charges.
- c) Payments received after the due date are deemed late and a late fee will automatically be assessed to the account of the property owner.
- d) Any payment of less than the full amount due shall be deemed late and a late fee will be automatically assessed.
- e) Payments paid with a check that is returned by the financial institution of the person paying

the dues and charges as “uncollectable due to nonsufficient funds” or other reason shall incur an additional fine to be added to any financial institution charge and the late fee.

- f) Homeowners that are delinquent in dues and charges shall be subject to the legal action in accordance with the provision of the By-Laws. Once collection action has commenced, the homeowner shall be liable for all costs involved in the collection process, including legal fees. The homeowner shall remain in default of his or her obligations until the dues and charge, the late fees and the costs of collection and any other charges are paid in full.
- g) Legal action to be undertaken on behalf of the Sea Gate Association may include, but is not limited to, obtaining a judgment for the monies due and/or instituting a foreclosure action on the lien against the property.
- h) Any homeowner who enters a payment plan for past due Dues and Charges and who violates any term of that payment plan shall be liable for immediate payment of all outstanding obligations and other charges. Also, that homeowner shall be ineligible for participation in any future payment plan without the express authorization of the Board.  
\*Note: payment plans for prior years will not include current dues. Current dues MUST be paid on time according to the terms listed in Section VIII – A.
- i) Any legal or other charges incurred in the collection process will be borne by the homeowner.
- j) No homeowner may waive or otherwise escape liability for dues and charges by non-use of Sea Gate property or abandonment of his or her property.
- k) Upon a homeowner’s sale, transfer of ownership or refinancing of his/her property, the homeowner must pay any and all outstanding dues and charges, including any late fees and interest charges assessed and/or satisfy any liens on the property as a result of any unpaid dues and charges.

- l) All privileges of the Sea Gate Association will be denied to those deemed to not be in good standing.

#### **ARTICLE IV**

#### **ENFORCEMENT POLICY FOR THE RULES AND REGULATIONS**

##### **SECTION I**

##### **WARNINGS**

- a) The homeowner is ultimately liable for any violation of the By-Laws or Rules and Regulations committed by a resident, guest, tenant, service person, or other person or animal associated with the homeowner.
- b) Where a warning is issued, the warning will advise the homeowner or resident of the violation by letter.
- c) The warning will provide specific details of the violation including the date, time, and location where the alleged violation occurred. Other pertinent information may be included as deemed appropriate.
- d) The warning will include information on the fine that may be charged and the date by which the fine must be paid.

##### **SECTION II**

##### **FINES**

- a) In addition to any fines provided in these rules, any violations that impose a safety concern provide for the institution of an immediate fine.
- b) Blatant disregard of the Rules and Regulations or the By-Laws, or direct order of the Board

or what is deemed to be common sense or courtesy will result in an immediate fine.

- c) Violations with the Rules and Regulations or the By-Laws will accumulate on a calendar year basis. Once a violation of any rule has occurred, any subsequent violation of any rule will initiate an additional fine.
- d) In addition to any fine assessed, the homeowner will be responsible for the costs associated with the violation, including but not limited to repair of damaged property and any attorneys' fees or other fee incurred by the Sea Gate Association which may be associated with the violation.
- e) Fines and charges for damages must be assessed to the annual dues and charges statement and must be paid along with the annual Dues and Charges. Failure to pay the fine or annual dues and charges will result in late fee charges.
- f) A fine of \$50 per infraction will be assessed to the Homeowner's Dues and Charges for any violation of the Rules and Regulations. Homeowners will be assessed fines for any infractions by tenant(s) or guest(s) in/on their property.

## **ARTICLE V**

### **MISCELLANEOUS REGULATIONS**

#### **SECTION I**

##### **SIGNS**

- a) A numbered address sign must be displayed on the front of each house. This number must be visible from the street. In the event it is a property without a structure built on it, an address must be affixed to the fence in the front of the property.
- b) Undeveloped property must have a fence. The fence shall be maintained and any damages

to the fence must be repaired in a timely manner.

- c) Display of business or commercial signs, including advertising signs, is prohibited.
- d) Homeowners and residents posting a sign are responsible for any injuries and damages to the property caused by its installation. \*ONLY FOR SALE signs are permitted.
- e) No signs/flyers of any kind may be posted to trees, lamp posts or left on vehicles or properties (i.e. mailboxes, doors, stoops). Fines and/or summonses will be issued for violations of this regulation.
- f) Failure to abide by the above will result in a fine.

## **SECTION II**

### **LAUNDRY**

- a) The hanging or exposure of laundry, clothing, blankets, bedding or similar objects in the front of homes is prohibited. A backyard clothesline is acceptable.

## **SECTION III**

### **GENERAL NOISE**

- a) Unreasonable noise levels and disturbances to other homeowners and residents are prohibited. Please be courteous of your neighbors and the community. Noise levels should be kept down after 10pm as per NYC Guidelines.
- b) Any homeowner or residents intending to have a large party must notify the Sea Gate office so that Sea Gate may notify SGPD.
- c) Block parties will require a signed list from all residents living on the block acknowledging the event and must be dropped off to the Sea Gate Association office prior to the event.

## **APPENDIX 1: ENVIRONMENTAL CONTROL BOARD VIOLATIONS**

Attached please find a list of the most common NYC ECB Violations that are most often issued here in Sea Gate (see highlighted sections on the addendum). Please note that they pertain predominantly to quality of life, safety and legal matters. If you should require a more comprehensive list of ECB Violations, please visit [NYCDOS.gov](http://NYCDOS.gov) website or call 311.

RESOLUTION BY THE BOARD OF DIRECTORS FOR THE SEA GATE  
ASSOCIATION

IT IS RESOLVED by Board of Directors of The Sea Gate Association ("Association")

that the following provision shall be added to Section VIII of The Sea Gate Association Rules and

Regulations:

- e) *Use of Unmanned Aircraft Systems.* Commercial and/or Recreational Use of Unmanned Aircraft Systems ("UAS") a/k/a Drones on or above another's property within the Sea Gate Association is prohibited. Use of surveillance equipment on or with UAS is strictly prohibited. Anyone using UAS on their own property or with the permission of the property owner must comply with all applicable Federal, State and Local Laws. All homeowners and tenants are asked to report any unauthorized UAS use to the SGPD. Unauthorized use of UAS within the Sea Gate Community may subject the user or responsible property owner to summons, fines and other liability.

Dated: June 19, 2017

RESOLUTION BY THE BOARD OF DIRECTORS FOR THE SEA GATE  
ASSOCIATION

IT IS RESOLVED that the Board of Directors of The Sea Gate Association ("Association") hereby require that any homeowner of The Sea Gate Association, who holds title of the real estate in the name of a Limited Liability Company (hereinafter referred to as "LLC") shall provide to the Sea Gate Association the following documentation:

- A copy of the Articles of Incorporation of the LLC, and
- A copy of the executed Operating Agreement of the LLC, which shall

include the percentage ownership of the members/managers of said LLC.

Dated: 10/10/2016

Violation code	Section/Subdivision	Description of Violation	Mail Penalty	Maximum Penalty	groups
CE B01	ECL 27-1701(3)	Improper Disposal of Lead Acid Battery	\$50	50	P
H3G	NYCHC 89.25(a)	Improper disposal by food vendor	\$385	770	A
H3I	NYCHC 89.25(c)	Dirty Area caused by food vendor	\$385	770	A
H61	NYCHC 161.03	Dog nuisance	\$200	400	A
H62	NYCHC 161.05	Unleashed dog	\$200	400	A
K09	NYSPL 1310	Failure to Remove Canine Waste	\$250	250	A
S02	NYCAC 16-116(B)	Failure to Post Sign/Permit	\$100	100	C/P
S03	NYCAC 16-118(1)(a)	Littering	\$75	112.50	A
S04	NYCAC 16-118(1)(a)	Sweep-out	\$75	112.50	A
S05	NYCAC 16-118(1)(a)	Throw-out	\$75	112.50	A
S9H	NYCAC 16-118(1)(b)	Spitting	\$75	112.50	A
S06*	NYCAC 16-118 (2)(a)	Dirty Sidewalk	\$100	300	P
S6M*	NYCAC 16-118 (2)(a)	Dirty Area	\$100	300	P
S6V*	NYCAC 16-118 (2)(b)	Dirty Area (Vacant Lot)	\$100	300	P
CE S07	NYCAC 16-118 (2)(a)	Sidewalk Obstruct	\$100	300	P
CE S08	NYCAC 16-118(3)	Dust/Other flying material	\$100	450	A
S09	NYCAC 16-118(4)	Spillage from truck/receptacle	\$100	450	A
S9I	NYCAC 16-118(6)	Public Urination	\$75	112.50	A
S10	NYCAC 16-118(6)	Noxious liquids	\$100	450	A/P
S11	NYCAC 16-118(7)(a)	Interfering with DS employee	\$100	300	A
S16	NYCAC 16-120(A)	Improper disposal	\$100	300	A
CE SP1	NYCAC 16-120(A)	Uncovered Receptacles	\$100	300	P
SP4	NYCAC 16-120(A)	Improper Disposal-Bedding	\$100	300	P
CE SP7	NYCAC 16-120(A)	Improper Receptacles	\$100	300	P
CE SZ4	NYCAC 16-120(A)	Insufficient Receptacles	\$100	300	P
CE SZ7	NYCAC 16-120(A)	Broken Receptacles	\$100	300	P
CE S18	NYCAC 16-120(C)	Failure to Store receptacle	\$100	300	P
CE S19	NYCAC 16-120(D)	Loose rubbish	\$100	300	P
S20	NYCAC 16-120(E)	Improper use of DS basket	\$100	300	A
CE S21	NYCAC 16-123	Snow/ice on sidewalk	\$100	350	P
S23	NYCAC 16-122(B)	Street Obstruction	\$100	150	A
S24	NYCAC 16-122(C)	Illegally Parked in a public place	\$100	150	A
S26*	NYCAC 16-118(2)(a)	Fail to clean 18" into street	\$100	300	P
S30	NYCAC 10-119	Illegal Post-Handbill	\$75	200	A
S31	NYCAC 10-120	Defacement-City Handbill	\$75	200	A
S33	NYCAC 10-117(A)	Illegal placement of sticker	\$150	500	A
S3T	NYCAC 10-119	Illegal Post-tree	\$150	500	A
SY4	NYCAC 16-308(g)	Improper dispersment of Yard Waste	\$250	250	A
SY7	NYCAC 16-308(g)	Improper disposal of business generated yard waste	\$250	250	A
SF1	NYCAC 16-327(a)	Disp. Of solid waste and recycling (street Event)	\$100	100	A
SF2	NYCAC 16-327(b)(1)	Insufficient receptacles (street event)	\$100	100	A
SF3	NYCAC 16-327(b)(2)	Overflowing receptacles (street event)	\$100	100	A
SF4	NYCAC 16-327(b)(3)	Fail to separate/prop. Tie cardboard (street event)	\$100	100	A
SF5	NYCAC 16-327(b)(4)	Wrong location (street event)	\$100	100	A
V01	NYSVTL 1224(7)	Abandon Vehicle on Street	\$250	1,000	A
V02	NYSVTL 375(1)(b)	Unlawful place Handbill on Vehicle	\$75	100	A
SCF	16RCNY1-04.2	Improper Disposal of E-Waste - Commercial Only	\$100	100	C
SC7	NYCAC 10-169(b)(4)	Dirty Area Public Collection Bin	\$50	50	P

A - Action Offense

H - Health Provision

K - Public Health Law

S - Sanitation Provision

P - Property Offense

C - Commercial Offense

CE - Commercial establishment

M/A - Must Appear

V02 Service First Class Mail  
unless resp. observed

\*S06, \*S26, and \*S6M may only be issued to a residential property during the residential routing hours.

\*S6V should only be issued by enforcement agents and only during the residential routing time

DS 123A(03.17)

Viol. code	Section/ Subdivision	Description of Violation	Mail Penalty	Maximum Penalty	Groups
ALL OF THE FOLLOWING CODES MUST BE WRITTEN IN THE PRESENCE OF SANITATION POLICE PURPOSES					
FOR IMPOUND					
Illegal Dumping					
S13	NYCAC 16-119	Illegal dumping - operator	M/A	\$20,000	A
S14	NYCAC 16-119	Illegal dumping - owner	M/A	\$20,000	A
S15	NYCAC 16-119	Illegal dumping - affidavit	M/A	\$20,000	A
Theft of Recycling					
SJ5	NYCAC 16-461(a)(1)	Removal & Transport of residential recyclable material (Operator) (Impound)	M/A	500	A
SJ8	NYCAC 16-461(a)(2)(i)	Failure to request supplemental collection from DSNY	M/A	1000	A
SJ9	NYCAC 16-461(a)(2)(iii)	Failure to contain all necessary elements within supplemental collection agreement	M/A	100	A
SK1	NYCAC 16-461(a)(2)(iv)	Contract in place exceeds two year limit supplemental collection	M/A	100	A
SK2	NYCAC 16-461(a)(2)(v)	Failure to have copy of written agreement	M/A	100	A
SK3	NYCAC 16-461(a)(3)	Failure to file report supplemental collection	M/A	500	A
SK4	NYCAC 16-461(b)	Removal & Transport of refrigerant containing item (Operator) (Impound)	M/A	750	A
SK7	NYCAC 16-461(b)	Removal & Transport of Department-marked item (Operator) (Impound)	M/A	750	A
SL4	NYCAC 16-461 (c )	Removal & Transport of commercial recyclable material (Operator) (Impound)	M/A	1000	A
SL6	NYCAC 16-461(a)(1)	Removal & Transport of residential recyclable material (Owner) (Impound)	M/A	500	A
SL9	NYCAC 16-461(b)	Removal &Transport of refrigerant containing item (Owner)	M/A	500	A
SM3	NYCAC 16-461(b)	Removal & Transport of Department-marked item (Owner)	M/A	500	A
SM9	NYCAC 16-461(a)(1)	Removal& Transport of residential recyclable material (Owner-Affidavit)	M/A	500	A
SN3	NYCAC 16-461(c)	Removal& Transport of commercial recyclable material (Owner-Affidavit)	M/A	1000	A
SN6	NYCAC 16-461(c )	Removal& Transport of commercial recyclable material (Owner)	M/A	1000	A
SN8	NYCAC 16-463(b)	Unlawful receipt of recyclable materials	M/A	1000	A
SQ1	NYCAC 16-463(c )	Unlawful receipt of Department marked item	M/A	1500	A
SQ3	NYCAC 16-463(d)	Unlawful receipt of refrigerant containing item	M/A	1500	A
Bulk Collection of Recyclable Beverage Containers					
SQ5	NYCAC 16-471	Unlawful on-street acceptance of recyclable containers in bulk from more than one person on or in any street in the city of New York. (Vehicle Operator)(Impound)	M/A	1000	A
SQ6	NYCAC 16-471	Unlawful on-street acceptance of recyclable containers in bulk from more than one person on or in any street in the city of New York. (Vehicle Owner) (Impound)	M/A	1000	A
SQ7	NYCAC 16-471	Unlawful transfer of recyclable containers in bulk from one vehicle to another on or in any street in the City of New York, where one or more of vehicles has a commercial license plate. (Vehicle Owner) (Impound both vehicles)	M/A	1000	A
SQ8	NYCAC 16-471	Unlawful transfer of recyclable containers in bulk from one vehicle to another on or in any street in the City of New York, where one or more of vehicles has a commercial license plate. (Vehicle Operator) (Impound both vehicles)	M/A	1000	A
SQ9	NYCAC 16-472	Use of motor vehicle to accept, receive or transfer from one motor vehicle to another motor vehicle, or collect recyclable containers in bulk from more than two persons on private property without a registration.	M/A	500	A
SR1	NYCAC 16-473	Failure to file an annual report to the Department of Sanitation.	M/A	250	A
SR2	NYCAC 16-474	Operating at a location other than specified in registration.	M/A	250	A
SR3	NYCAC 16-474	Failure to keep location specified in registration in a safe and sanitary manner.	M/A	250	A
A - Action Offense		P - Property Offense	M/A - Must Appear		
H - Health Provision		C - Commercial Offense	V02 Service First Class Mail		
K - Public Health Law		CE - Commercial establishment	unless resp. observed		
S - Sanitation Provision					
DS 123A (03.17)					



# THE SEA GATE ASSOCIATION

3700 SURF AVENUE / BROOKLYN, NY 11224

Tel: (718) 449-4700 • Fax: (718) 449-4713 • Police: (718) 449-4400

## OFFICERS

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President

DAVID WYNN  
1<sup>st</sup> Vice President

YURIY KRASNER  
2<sup>nd</sup> Vice President

LANCE BURNS  
Treasurer

JACK SUBEN  
Secretary

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MERRIE STARR-CAPUTO

JACK SUBEN

KURT VIKKI

JACK WEIDHORN

DAVID WYNN

## POLICE CHIEF

JEFFREY FORTUNATO

## COMMUNITY MANAGER

JOANNA CROWE

December 31<sup>st</sup> 2018

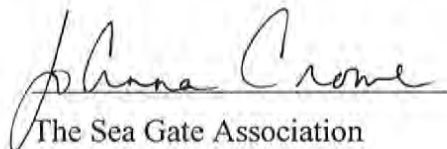
## **RE: NOTICE TO HOMEOWNERS – 2019 DUES RATE**

Dear Homeowner,

Please be advised that pursuant to Article VIII of The Sea Gate Association Bylaws, the Board of Directors of the Association has determined that the rate for annual Dues and Charges shall be **13%** of the assessed valuation of your respective property(ies).

If you have any questions, please do not hesitate to contact the Sea Gate office at (718) 449-4700. Thank You.

Very truly yours,

  
The Sea Gate Association