



AGENDA

Ardasley Village Board of Trustees

8:00 PM - Monday, December 5, 2022

IN PERSON 507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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1. PLEDGE OF ALLEGIANCE

CONTINUATION OF PUBLIC HEARING

To Discuss Request to hold an Outdoor Event Sponsored by Board's Head Provisions at Ardsley Market Fresh 645 Saw Mill River Road

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CONTINUATION OF PUBLIC HEARING

To Discuss Amending Chapter 200 Entitled "Zoning" to add Provision for Accessory Dwelling Units of the Ardsley Village Code

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4.3. TREASURER

4.3.a December 5, 2022 Abstract Report

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No Building Department Report

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No Fire Department

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No Police Department

4.7. MAYOR'S ANNOUNCEMENTS

4.8. COMMITTEE & BOARD REPORTS

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6.a Consider a Resolution Modifying the 2021/2022 Budget by Enabling the Village Treasurer to make Necessary Transfers within the General Fund

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6.c Consider a Resolution Authorizing the Village Manager to Sign a Contract for Bond Counsel Services with Orrick, Herrington & Sutcliffe, LLP

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6.d Consider a Resolution Amending the Village of Ardsley's Non-Union Personnel Policy

7. VISITOR RECOGNITION

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. UPCOMING MEETINGS & EVENTS

- December 6th Birds & Bees & Garden Design Zoom Event 7:30 pm

- December 6th Board of Architectural Review Meeting 7:00 pm
- December 7th Senior Citizens Crafts with Concord Rd Elementary School 12:00 pm
- December 7th Homework Helpers 3:00 pm
- December 9th Middle School Hangout 3:00 pm
- December 10th Pollinator Pathway Annual Seed Swap 11:00 am
- December 12th Planning Board Meeting 8:00 pm
- December 13th Recreation Commission Meeting 5:00 pm
- December 13th MDI Meeting 7:30 pm
- December 14th Homework Helpers 3:00 pm
- December 14th Senior Citizens Holiday Party 2:30 pm
- December 15th Library Board Meeting 7:30 pm
- December 16th Middle School Hangout 3:00 pm
- December 17th Invasive Vine Removal at Macy Park 10:00 am
- December 19th Menorah Lighting 7:00 pm


11. NEXT BOARD MEETING:

December 14, 2022 Board of Trustees Work Session 7:30 pm

December 19, 2022 Board of Trustees Legislative Meeting 8:00 pm

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: November 18, 2022

RE: Outdoor Event, Ardsley Market, 645 SMRR

As you know, Fozy, the manager of the Ardsley Market located at 645 SMRR is requesting permission to hold an outdoor event sponsored by Boar's Head Provisions. The attached email briefly describes the event. Village Board approval is required for this request pursuant to §200-82E of the Village Code.

The applicant has not provided any more information or details regarding this event so I am not able to provide conditions of approval. As such, I recommend that you do not vote on a resolution at this meeting. If you are satisfied with the presentation, you can adjourn the hearing until the next meeting which will provide us the time needed to draft a proper resolution for your consideration.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr645 ardsley market outdoor event 11-12-22

From: Yahoo! Warning <fonzyfms@yahoo.com>

Sent: Tuesday, October 4, 2022 6:30 PM

To: Larry Tomasso <LTomasso@ardsleyvillage.com>

Subject: ardsley market

hi hope all is well my name is fozy im the manager from ardsley market located at 645 saw mill river rd ardsley ny 10502 we have been chosen by boarshead as there market of distinction of westchester and they would like to have a little event for us in our parking lot preferably on a friday below is the attachment for the tents and what will be used for the event in the parking lot . The event most likely would be from 10 am to 3pm thank you .

[EXTERNAL] This email is from outside the Village of Ardsley - Please use caution when opening links and attachments!

[EXTERNAL] This email is from outside the Village of Ardsley - Please use caution when opening links and attachments!



George Latimer
County Executive

October 21, 2022

Ann Marie Rocco, Village Clerk
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

**County Planning Board Referral File ARD 22-003 – Accessory Dwelling Units
Zoning Text Amendment**

Dear Ms. Rocco:

The Westchester County Planning Board has received a proposed Local Law that would amend the text of the Ardsley Zoning Ordinance to add provisions for permitting and regulating accessory dwelling units (ADUs). As proposed, accessory dwelling units would be permitted in all single-family residential zones as an accessory use, subject to certain standards and requirements. ADUs would be limited to two bedrooms and would require one off-street parking space. The minimal rental term for ADUs would be one year.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code.

We are supportive of allowing accessory dwelling units, as such units expand the range of housing types available in Westchester's communities, which is consistent with the County Planning Board's long-range planning policies set forth in *Westchester 2025—Context for County and Municipal Planning and Policies to Guide County Planning*, adopted by the Board on May 6, 2008, amended January 5, 2010, and its recommended strategies set forth in *Patterns for Westchester: The Land and the People*, adopted December 5, 1995.

While the proposed zoning would regulate ADUs as an accessory use, which we support, the zoning also sets up several regulatory barriers which could discourage ADU applicants as well as deter certain household types from seeking to construct an ADU. We recommend the Village consider using regulations that are more similar to the *Accessory Dwelling Unit Model Ordinance*, prepared by County Planning Department staff (attached). In particular, we recommend the following revisions:

1. Parking and traffic congestion.

The legislative intent of the proposed regulations state that the regulations should “ensure that accessory dwelling units do not contribute to or aggravate traffic congestion and parking problems.” We believe that the specific regulations that follow in the ordinance to carry out this intent will increase the burden on applicants to construct ADUs because they will have to construct parking which may not be necessary. These requirements could also have the impact of increasing impervious coverage in Ardsley, which is bordered on two sides by rivers that have flooding concerns. We recommend the Village require no additional parking to be constructed for an ADU, unless there is insufficient off-site parking in the area.

432 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-4400

Website: westchestergov.com

2. Owner occupancy.

The proposed regulations require that the owner of a premises live in the primary residence and not the ADU. This would prevent certain types of households from being able to occupy a house with an ADU in Ardsley. For example, in a multi-generational household, a grandparent who owns a house, could not live in the ADU while their children and grand-children occupied the primary residence. Furthermore, the proposed requirement that the owner of a premises must occupy the principle dwelling for two years before creating an ADU may also discourage certain household types from purchasing a home in Ardsley. We recommend the Village remove these requirements.

3. Lease term.

The proposed regulations prevent an ADU from being leased out for less than a year. This arrangement would be impractical for the needs of many households, particularly those who are seeking to move to Westchester County for employment, who may need more flexibility in a lease as they search for permanent homes. We recommend the minimum lease term be six months.

4. Density.

The proposed regulations require ADUs to comply with all with residential density standards. We recommend this provision be removed and that ADUs be made exempt from density standards.

5. Site plan review.

The proposed regulations would require a site plan approval from the Ardsley Planning Board for ADUs that would be located in a newly constructed accessory building. We recommend that this be revised to only require Building Department review.

Please inform us of the Village's decision so that we can make it a part of the record.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

By:



Norma V. Drummond
Commissioner

NVD/LH

Model Ordinance

Accessory Dwelling Unit (ADU)

Westchester County Department of Planning

November, 2019

1. **Purpose and Intent.** Accessory dwelling units are allowed in certain situations to:
 - a. Create new housing units while respecting the look and scale of single-dwelling development;
 - b. Support more efficient use of existing housing stock and infrastructure;
 - c. Offer environmentally friendly housing choices with less average space per person and smaller associated carbon footprints;
 - d. Provide housing that responds to changing family needs, smaller households, and increasing housing costs; and
 - e. Provide accessible housing for seniors and persons with disabilities.
2. **Definition.** An accessory dwelling unit (ADU) is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. There are two types of ADUs:
 - a. **Accessory apartments** are attached to or part of the primary dwelling. Examples include converted living space, attached garages, basements or attics; additions; or a combination thereof.
 - b. **Accessory cottages** are detached structures. Examples include converted garages or new construction.
3. **Eligibility.** An ADU may be added to a house on any residentially zoned lot.
4. **Number.** One ADU is permitted per residentially zoned lot.
5. **Occupancy.** A lot or parcel of land containing an ADU shall be occupied by the owner of the premises, and the owner may live in either the ADU or the primary dwelling unit.
6. **Creation.** An ADU may be created through new construction, conversion of an existing structure, addition to an existing structure, or conversion of a qualifying existing house to an accessory cottage while simultaneously constructing a new primary dwelling on the site.
7. **Density.** ADUs are exempt from the residential density standards of this code.
8. **Approval.** The Building Inspector/Administrator must approve the proposed ADU as complying with the standards of this ordinance. Applications for ADUs must meet the following criteria.
 - a. The applicant must demonstrate that the ADU complies with all development and design standards of this section.
 - b. The applicant must demonstrate that the proposed modifications comply with applicable building and fire safety codes.

- c. The applicant must provide certification by the Westchester County Department of Health that the water supply and sewage disposal facilities are adequate for the projected number of residents.
- 9. **Application Fees and Information.** Application fees for ADU's shall not be more than 30 percent of the application fee for a single-family dwelling unit. The information required on the applications for creating or legalizing ADU's shall be the same information that is required to construct a single-family dwelling unit.
- 10. **Occupancy and Use.** Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.
- 11. **Design.** Design standards for ADUs are stated in this section. If not addressed in this section, base zone development standards apply. All ADUs (accessory apartments and accessory cottages) must meet the following requirements:
 - a. **All ADU's:**
 - i. **Size.** An ADU may be no more than 800 square feet or the size of the primary dwelling, whichever is less.
 - ii. **Parking.** No additional parking is required for an ADU. Existing required parking for the primary dwelling must be maintained or replaced on-site.
 - b. **Accessory apartments** must meet the following additional requirements:
 - i. **Location of entrances.** Only one entrance may be located on the facade of the primary dwelling facing the street, unless the primary dwelling contained additional entrances before the accessory apartment was created.
 - ii. **Exterior stairs.** Fire escapes or exterior stairs for access to an upper level accessory apartment shall not be located on the front of the primary dwelling.
 - c. **Accessory cottages** must meet the following additional requirements:
 - i. **Height.** The maximum height allowed for an accessory cottage is the lesser of [20-25] feet or the height of the primary dwelling.
 - ii. **Building setbacks.** Accessory cottages must be located at least six feet behind the primary dwelling, unless the accessory cottage is in an existing detached structure that does not meet this standard.
 - iii. **Building coverage.** The building coverage of an accessory cottage may not be larger than the building coverage of the primary dwelling.
 - iv. **Yard setbacks.** No portion of an existing building that encroaches within a required yard setback may be converted to or used as an accessory cottage unless the building complies with setback exemptions available elsewhere in the code (e.g. garages).



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, November 21, 2022

MEETING HELD IN-PERSON

507 Ashford Avenue

Present: Mayor	Nancy Kaboolian
Deputy Mayor/Trustee	Andy DiJusto
Trustee	Asha Bencosme
Trustee	Steve Edelstein
Trustee	Craig Weitz
Village Manager	Joseph L. Cerretani
Village Clerk	Ann Marie Rocco
Village Attorney	Robert J. Ponzini

Absent:

1. PLEDGE OF ALLEGIANCE & ROLL CALL

Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m.

Roll Call:

Mayor Nancy Kaboolian

Deputy Mayor/Trustee Andy DiJusto

Trustee Steve Edelstein

Trustee Asha Bencosme

Trustee Craig Weitz

PUBLIC HEARING To Discuss Amending Chapter 180 Article II Entitled "Senior Citizens Tax Exemption" of the Ardsley Village Code

1. Mayor Kaboolian opened the Public Hearing at 8:01 p.m. in the matter of Amending Chapter 180 entitled "Senior Citizens Tax Exemption" of the Ardsley Village Code.

Mayor Kaboolian read the Public Notice into the record.

Tax Assessor, Edey McCarthy was present to provide the Board information regarding the update on the Senior Citizens Tax Exemption and the income limit changes. Ms. McCarthy stated that the limits have not been changed for about 16 or 17 years. We have about 20 residents in the Village that fall within the category of the income limits.

In order for the senior to obtain this exemption they need to go to Town Hall in Greenburgh and Seniors have to be 65 years of age by May 1st to apply. All the forms are available online or Seniors can come to Town Hall to obtain necessary forms or call 914-989-1520

Mayor Kaboolian suggested that the Assessor's office come to a Senior group to discuss with our seniors who qualify.

Ms. McCarthy explained that this will be applied to the 2023 assessment roll that will be applicable to the 2024 property tax.

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the public hearing be closed in the matter of of amending Chapter 180 Article II "entitled" Senior Citizens Tax Exemption" of the Ardsley Village Code at 9:45 p.m.

Carried by the following votes: 5-0-0

Ayes: Trustee DiJusto, Trustee Weitz, Trustee Bencosme, Trustee Edelstein and Mayor Kaboolian

Nays: None

Abstained: None

PUBLIC HEARING To Discuss Request for Outdoor Seating At Booskerdoo Coffee & Baking Co. 716-718 Saw Mill River Road

1. Mayor Kaboolian opened the Public Hearing at 8:09 p.m. in the matter of a request for outdoor seating at Booskerdoo Coffee & Baking Co. 716-718 Saw Mill River Road

Mr. Troy Davidson was present to discuss the outdoor seating at Booskerdoo Coffee & Baking Co. at 716-718 Saw Mill River Road. Mr. Davidson is requesting 21 seating.

Building Inspector, Larry Tomasso we set the occupancy law based on what his design team requested. They would have to show plans with reduced occupancy and have them approved by the building department or go back to the State. This is indoor and outdoor seating combined.

Mayor Kaboolian questioned the hours of operation.

Mr. Davidson stated that they open at 6 am and close at 5 pm.7 days per week.

Moved by Trustee DiJusto, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the Public Hearing be closed in the matter of granting permission for outdoor seating at Booskerdoo Coffee & Baking Co. located at 716-718 Saw Mill River Road at 9:46 p.m.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

PUBLIC HEARING To Discuss Request to Hold an Outdoor Event Sponsored by Board's Head Provisions at Ardsley Market Fresh 645 Saw Mill River Road

1. Mayor Kaboolian opened the Public Hearing at 8:18 p.m. in the matter of a request for an outdoor event sponsored by Boar's Head Provisions at Ardsley Market Fresh 645 Saw Mill River Road.

Building Inspector Larry Tomasso explained that we would like to get more information regarding this request for a resolution.

Representative from Ardsley Market was present to discuss his request to have an outdoor event at Ardsley Market. We are planning on postponing this one day event in the Spring from 10 am-2pm. There will be tents and DJ.

Mayor Kaboolian would like more detail on access to this event in the parking lot since it's a tight space.

Building Inspector Larry Tomasso, would like more details regarding the amount of people at this event, traffic control, maneuver traffic through the parking lot as well.

Mayor Kaboolian requested that they provide more details regarding traffic, tents, etc...with the Police Department and Building Department.

Trustee Bencosme also had concerns regarding the parking.

All members of the Board were in agreement to continue this Public Hearing to the next Board Meeting of December 5th, 2022.

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously.

RESOLVED, that the Public Hearing in the matter of holding an outdoor event sponsored by Boar's Head Provisions at Ardsley Market Fresh located at 645 Saw Mill River Road be continued at the December 5th, 2022 Board Meeting at 8:23 p.m.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

PUBLIC HEARING To Discuss Repealing and Replacing Chapter 64 Entitled "Building Construction" of the Ardsley Village Code

1. Mayor Kaboolian opened the Public Hearing at 8:20 p.m. in the matter of repealing and replacing Chapter 64 entitled "Building Construction" of the Ardsley Village Code.

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously.

RESOLVED, that the public hearing be closed in the matter of repealing and replacing Chapter 64 entitled "Building Construction" of the Ardsley Village Code at 9:47 p.m.

Carried by the following votes: 0-0-0

Ayes:

Nays: None

Abstained: None

PUBLIC HEARING To Discuss Amending Chapter 200 Entitled "Zoning" to Add Provision for Accessory Dwelling Units of the Ardsley Village Code

1. Mayor Kaboolian opened the Public Hearing at 8:24 p.m. in the matter of amending Chapter 200 entitled "Zoning" to add provision for Accessory Dwelling Units of the Ardsley Village Code.

Mr. Ben Williams Dobbs Ferry resident explained that he use to live in Ardsley and had to sell his home because he could not afford to stay here because there are so few rentals in this Village. Mr. Williams is in favor of the the ADU law and explained the benefits of having rental units for senior citizens and families. He feels that proposal wording is too restrictive.

Mayor Kaboolian stated that she received an email from Mark Kowalski Ardsley resident opposing the ADU Law:

Mayor,

This seems to be a fairly packed agenda. I also read with interest about the VB serving as lead agency for a new zoning law amendment to allow accessory rental

dwelling. There were 8 'justifications' for the new zoning amendment, according to the public hearing announcement. I read this carefully, as the key questions that must be answered when considering this amendment are:

- 1) why is this even being considered? Is this a solution without a problem?
- 2) does this amendment in any way satisfy criteria established by the comprehensive plan. We have all agreed that the comprehensive plan, to which were devoted extensive resources in time, effort and money, should serve as the guiding document for all decisions that impact the development of our village. a corollary question is, will there be untoward or unanticipated consequences of an amendment like this that might negatively impact the interests of the village and its constituents.

To answer question 1, we can look to the eight points drafted in the hearing announcement, which could be perceived as creative, perhaps.

Clause A is simply a restatement of the amendment itself, not a justification. Circular reasoning, put simply.

Clause B is also not a justification, but instead a cautionary note that should be seriously considered given congestion issues that already exist without these dwellings. Similarly,

Clause C is perhaps not a justification at all. It is likely that many constituents would instead prefer the construction of proper dwellings that meet the expectations of the village and its comprehensive plan, rather than shoving additional dwellings in the homes, garages basements, and others parts of residents property. These under-served residents or potential residents deserve the dignity of a proper home, rather than a jerry-rigged solution. We already have such buildings in our village, and if this is a priority, the village should pursue plans to build additional low-income residences to meet these noble expectations.

As for Clause D, I would propose that the negative impact and consequences of such an amendment on the village as a whole would far outweigh the financial benefit to any individual.

I am hopeful that the Village Board does not truly believe that an amendment like this is a reasonable approach to 'Encourage diversity in the housing stock and the residential population of Ardsley'. There has been discussion of construction of multi-use commercial construction in the business district as a way to serve to increase diversity of housing options and residents while improving traffic to village business which would be a far more effective strategy. Unless the comprehensive plan specifically calls for opening up individual homes for accessory rental dwellings, this should not seriously be considered.

I would ask for clarification of Clause F. As a physician, I am well aware of ADA regulations, which serve our disabled and senior patients and neighbors. Simply opening homes to accessory rental units does nothing to achieve this, unless the homeowner takes specific measures to abide by ADA mandates. Nothing that I read in the amendment requires this. If the VB is serious about Clause F, then they should require that ADUs abide by ADA regulations.

Most importantly, I would also ask for clarification regarding Clause G. It seems that in actuality there is potential for such an amendment and its downstream consequences to run counter to the safety and well being of the village, would certainly do nothing to improve property values as a whole. One could argue that this amendment might

bolster the value an individual home's value with an ADU, but the VB's charge is to preserve property values as a whole, not of individual homes of individual residents who might consider an ADU.

In brief, I want to express my strong opinion that the VB vote NO on this amendment, and continue to serve as stewards for the interests of the village as a whole and all of its residents rather than individual residents with individual interests that may not serve the common good. When voting on amendments like this, I would also suggest the board always ask, what are the negative consequences of such a law we may not have considered, that cannot be undone.

Thanks for considering.

Marc Kowalsky

Trustee Weitz explained the ADU might cause the school district to expand and negatively impact them. Thanked Mr. Williams for coming to speak on this topic.

Building Inspector Larry Tomasso reminded the Board that there are variance procedures and if we have issues with parking the applicant can apply for space. These applications are best to go in front of the Board rather than have it in the ordinance.

Armen Boyajian Ashford Avenue spoke about development and parking.

Moved by Trustee DiJusto, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the public hearing in the matter of amending Chapter 200 "Zoning" to add Provision for Accessory Dwelling Units of the Ardsley Village Code be continued at the December 5, 2022 Board Meeting at 9:48 p.m.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

SPECIAL PRESENTATION Traffic, Parking, Pedestrian, Cycling and Safety Advisory Committee Liz Miller & Loraine Valley -"DRIVE SAFE ARDSLEY PROGRAM PRESENTATION"

Liz Miller Beacon Hill Road shared her story regarding safety and her travels to and from school with her children.

Lorraine Valle Ardsley resident, shared the survey results with the Board.

Some of the survey questions were as follows:

Which school does your child attend?

How does your child travel to school?

Do you have concerns about your child's safety while traveling to or from school?

How does your child travel to school?
What are your primary concerns?
Suggestions to improve the situation?

To view entire power point presentation click [HERE](#)

Ms. Miller suggested we have increased ticketing, we need support and we can't keep having these near misses.

Mayor Kaboolian thanked Liz and Lorraine for coming and presenting and we will be working collaboratively with the school. There are some suggestions regarding speed bumps that would need to be discussed with the school. We will continue to pursue this traffic campaign.

Police Chief Piccolino stated that an additional Crossing Guard would be needed on Heatherdell Road. Chief Piccolino suggested that the State should extend that cross walk on to the side walk.

Trustee DiJusto explained that the bottom line is that it is US who are speeding. Our residents need to slow down around the schools.

Trustee Bencosme stated that she hears the urgency and we as a Village will figure out a way to deter this behavior until we can find solutions.

Trustee Weitz stated that he would push the push buttons, flashing signs/yellow signs.

2. ANNOUNCEMENT OF EXIT SIGNS

3. APPROVAL OF MINUTES:

3.1 November 7, 2022 Board of Trustees Regular Meeting Minutes

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of November 7, 2022 as submitted.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

4. DEPARTMENT REPORTS

1. LEGAL

- 1.a Village Attorney, Robert J. Ponzini stated he had nothing to report other than those items that may have been submitted in memorandum form and would be available for Executive Session after the meeting if needed.

2. MANAGER

- 2.a Village Manager Joseph Cerretani read the following reports:

1. **CAMERA WORK ON SANITARY SEWER LINES:** Last week, Fred Cook began the CCTV inspections of the sanitary sewer lines. As discussed, we have them starting on roadways that are planned on being paved by ConEdison after the completion of the gas main replacement project in the neighborhoods on the south side of Ashford Avenue. The scope of this phase of the project is expected to last about two months, so they should be complete by the end of January. Staff will work with consultants to determine and address issues identified in the study.
2. **CURBING:** Curbing work is fully underway and the contractor will continue to work as long as the plants remain open and operational. Any work leftover will be completed in spring. We encourage residents to sign up for Nixle alerts for any road closures or changes to traffic patterns.
3. **DPW GARAGE:** The project is continuing to move along nicely. We are hoping to have the footings in by the end of the year, and we are working closely with the Town of Greenburgh for the installation of the new water main that will be servicing the property. The underground conduits have been installed and temporary power has been brought to the site. Contractors will continue to work through the season, as weather conditions and supplies allow.
4. **THANKSGIVING HOLIDAY SCHEDULE:** Village Offices, including the Justice Court, Library, Community Center, and Department of Public Works will be closed on November 24th & 25th for the Thanksgiving holiday. Refuse & Recycle collection is as follows:
 - Wed. Nov 23rd -ALL Recyclables including newspaper, cardboard, junk mail, office paper, bulk mail & e-waste, commingle glass, metal & plastic WILL BE collected.
 - Thurs. & Fri. November 24th & 25th -NO REFUSE & RECYCLE collection.
 - Sat. Nov. 26th There WILL BE Refuse Collection

3. TREASURER

- 3.a November 21, 2022 Abstract Report
Village Manager Cerretani read the November 21, 2022 Abstract Report as follows:
From the General Fund: \$1,605,080.89 from the Trust & Agency Fund: \$1,121.94
and from the Capital Fund: \$66,380.21, Sewer Fund: \$2,656.29

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$1,605,080.89 from the Trust & Agency Fund: \$1,121.94 and from the Capital Fund: \$66,380.21 Sewer Fund: \$2,656.29.

Carried by the following votes: 5 - 0 – 0

Ayes: Mayor Kaboolia, Trustee DiJusto, Trustee Weitz, Trustee Bencosme, Trustee Edelstein

Nays: None

Abstained: None

4. BUILDING

4.a October 2022 Building Department Report

Building Inspector, Larry Tomasso read the October 2022 Building Department report:

- 12 Building permits
- 10 Application fees
- 7 Certificates of Occupancy
- 7 Plumbing permits
- 8 Electrical permits
- 14 Title Searches & Compliance Letters
- 7 Miscellaneous

Total received - \$26,263.75

Other activities-

- 80 Building inspections Performed
- 30 Zoning inspections Performed
- 1 Fire Inspections Performed
- 19 Violation Notices Issued
- 7 Warning Notices Issued
- 0 Appearance Tickets

Mr. Tomasso also explained repealing and replacing Chapter 64 entitled "Building Construction" . Mr. Tomasso explained that the State came out with new regulations to enforce the code. Chapter 64 was last amended in 2007 by State mandate and now we have another new State mandate that needs to be adopted by the end of this year. We are required to tailor the mandate to our municipality and it was more efficient to repeal and replace and the changes are more procedural and we added some definitions.

5. FIRE

5.a No Fire Department Report.

- October & November 2022 Reports will be presented at the December 19th 2022 Meeting.

6. POLICE

6.a

October 2022 Police Department Report

Chief Piccolino read the October 2022 Police Department as follows:

Monthly Report October -2022
 Property lost or stolen -\$92,036.00
 Property Recovered---- \$61,011.00
 Court fines and fees --- \$63,360.00
 Alarm fines and fees--- \$ 1,250.00
 Meter collection-----\$ 1,985.65
 Traffic Accidents-----14
 Arrests----- 3
 Calls for service-----286
 Investigations-----11
 Impounded vehicles----- 2
 UTT summonses issued---- 15
 Parking summonses issued- 25
 Appearance tickets issued— 1
 Total summonses issued---- 41

October Events 2022

Training Total training of the month of October -128 hrs. which consisted of training in Taser, Baton, active shooter and 2 Officers were certified as Community Resource Officers.

Community Policing

Community Policing officers conducted the following events:

- Conducted fire drills at Concord Rd, Middle & High schools.
- Attended Homecoming festivities and football game.
- Attended Ardsley School District safety meeting.
- Participated in Safe Kids Child Seat Zoom meeting
- Sponsored and donated ice cream social for AHS Art Club proceeds donated to a charity
- Attended AHS football game night game under the lights
- Attended Concord Road School safety meeting

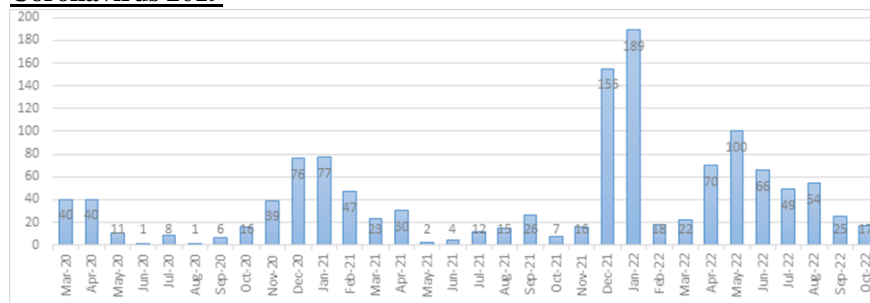
- Instructed classes for SNYPJOA at Westchester County Police Academy for CRO/SRO class total of 47 attendees
- Conducted CRS lockdown drill
- Participated with Ardsley High School senior class for the Read to me program at the Concord Road School
- Participated in the Dawali celebration at Pascone park
- Participated and co-sponsored with the Rec Department movie in the park
- Participated and co-sponsored with the Rec Department trunk or treat event
- Participated in Ardsley Cares day
- Attended CRS Halloween Parade
- Assisted with Child car seat check event-installed 22 child seats 0 issued
- Attended a zoom meeting Student Assistance Service-Westchester County Coalition Meeting
- Attended zoom meeting -Ardsley Youth Council
- Attended zoom meeting Ardsley SAYF Coalition
- Child Passenger Safety Unit -installed 5 seats 0-issued

Community Information

The department maintains a key file and dark house list. If you plan to be away and would like an officer to check your house, call the police department at 914-693-1700 and provide the necessary information. You may also leave a key on file at the station in the event of an emergency.

I will continue to advise residents to please lock your vehicles and remove the key fob. Several vehicles have been stolen throughout the county as well as in this village. All the vehicles that were stolen in this village could have been prevented if it was locked and the key fob removed. In one case, the vehicle was left running in our business district.

Coronavirus 2019



Today, CDC is streamlining its COVID-19 guidance to help people better understand their risk, how to protect themselves and others, what actions to take if exposed to COVID-19, and what actions to take if they are sick or test positive for the virus. COVID-19 continues to circulate globally, however, with so

many tools available to us for reducing COVID-19 severity, there is significantly less risk of severe illness, hospitalization and death compared to earlier in the pandemic. “We’re in a stronger place today as a nation, with more tools—like vaccination, boosters, and treatments—to protect ourselves, and our communities, from severe illness from COVID-19,” said Greta Massetti, PhD, MPH, MMWR author. “We also have a better understanding of how to protect people from being exposed to the virus, like wearing high-quality masks, testing, and improved ventilation. This guidance acknowledges that the pandemic is not over, but also helps us move to a point where COVID-19 no longer severely disrupts our daily lives.”

In support of this update CDC is:

- Continuing to promote the importance of being up to date with vaccination to protect people against serious illness, hospitalization, and death. Protection provided by the current vaccine against symptomatic infection and transmission is less than that against severe disease and diminishes over time, especially against the currently circulating variants. For this reason, it is important to stay up to date, especially as new vaccines become available.
- Updating its guidance for people who are not up to date on COVID-19 vaccines on what to do if exposed to someone with COVID-19. This is consistent with the existing guidance for people who are up to date on COVID-19 vaccines.
- Recommending that instead of quarantining if you were exposed to COVID-19, you wear a high-quality mask for 10 days and get tested on day 5.
- Reiterating that regardless of vaccination status, you should isolate from others when you have COVID-19.

You should also isolate if you are sick and suspect that you have COVID-19 but do not yet have test results.

- If your results are positive, follow CDC’s full isolation recommendations.
- If your results are negative, you can end your isolation.
- Recommending that if you test positive for COVID-19, you stay home for at least 5 days and isolate from others in your home. You are likely most infectious during these first 5 days. Wear a high-quality mask when you must be around others at home and in public.
 - o If after 5 days you are fever-free for 24 hours without the use of medication, and your symptoms are improving, or you never had symptoms, you may end isolation after day 5.
 - o Regardless of when you end isolation, avoid being around people who are more likely to get very sick from COVID-19 until at least day 11.
 - o You should wear a high-quality mask through day 10.
- Recommending that if you had moderate illness (if you experienced shortness of breath or had difficulty breathing) or severe illness (you were hospitalized) due to COVID-19 or you have a weakened immune system, you need to isolate through day 10.
- Recommending that if you had severe illness or have a weakened immune system, consult your doctor before ending isolation. Ending isolation without a viral test may not be an option for you. If you are

unsure if your symptoms are moderate or severe or if you have a weakened immune system, talk to a healthcare provider for further guidance.

- Clarifying that after you have ended isolation, if your COVID-19 symptoms worsen, restart your isolation at day 0. Talk to a healthcare provider if you have questions about your symptoms or when to end isolation.

- Recommending screening testing of asymptomatic people without known exposures will no longer be recommended in most community settings.

- Emphasizing that physical distance is just one component of how to protect yourself and others. It is important to consider the risk in a particular setting, including local COVID-19 Community Levels and the important role of ventilation, when assessing the need to maintain physical distance. Actions to take will continue to be informed by the COVID-19 Community Levels,

launched in February. CDC will continue to focus efforts on preventing severe illness and post-COVID conditions, while ensuring everyone have the information and tools, they need to lower their risk.

This updated guidance is intended to apply to community settings. In the coming weeks CDC will work to align stand-alone guidance documents, such as those for healthcare settings, congregate settings at higher risk of transmission, and travel, with today's update.

To review October 2022 Police Press Report, Blotter Activity Report & Monthly Statistic Report, click [HERE](#).

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Attended NYCOM legislative priorities meeting.
- Read the following letters in support of Recreation Supervisor Trish Lacy:

November 21, 2022

Dear Mayor Nancy Kaboolian,

My name is Aimee McCaffrey. I have been a resident of Ardsley for 7 years now. My husband and I have three children aged 7,8 and 10. We chose Ardsley as our home for the wonderful schools and for the hopes of our children living in a community that would provide them with the best! I must say... we feel pretty lucky to live in Ardsley.

This fall our boys were lucky enough to enjoy the inaugural season of kickball put together by Trish Lacy. The joy the boys had each Friday afternoon to enjoy this activity with their classmates was contagious. Never were two boys more excited about an activity (and let me tell you, they are very involved in many

other sports, but “kickball!) and this made us smile each and every week as well. Trish put together an amazing event for our kiddos. From the activity alone to the t-shirts, the coaches. Trish did an absolutely amazing job. Trish even showed up a few times to show her support and encouragement for the kids. That is the type of community that we want to live in.

We also appreciate all the new activities she is putting together for our kids in the near future. This is what every community should have. Trish is giving our kids experiences they will never forget. Ardsley Parks and Recreation is really starting to develop thanks to Trish! We cannot wait to register for future programs to help our kids stay involved with the community and to stay active in these cold winter months. Kudos to Trish for putting these programs together and thinking of our children. Her hard work has not gone unnoticed.

Thank you.

Aimee McCaffrey 563 Ashford Avenue
Ardsley, NY 10502

Dear Mayor Kaboolian,

I wanted to send a note to express my deep gratitude and appreciation for Trish and the Ardsley Recreation program. My 7 year old daughter participated in the kickball program this fall on Fridays. It was a great way to start the weekend with an organized game of kickball with her peers. As a mom of 4, I appreciated knowing my daughter was in good hands while I dropped off and picked up my other children from their activities. (Natalia certainly appreciated playing with friends instead of driving around!)

Natalia loved kickball so much that she’s asking to continue. Trish was organized and had great control over a large group of children. I was so happy to get the opportunity to connect with her at the end where she promoted additional activities and programs that Ardsley was offering for the winter. People like Trish are an integral part of what makes Ardsley a wonderful place to raise our children.

Have a wonderful Thanksgiving.

Ashley & Enzo De Paola
Hillcrest Ave

Good evening Mayor Kaboolian,

I hope this email finds you well.

I’m sending it in support of Trish Lacy. My son was under her care recently for a kickball league and she couldn’t have been nicer, more professional, and more efficient in how she ran the program.

I’m also so appreciative of how she’s trying to improve the programming for the rec department!

We moved to Ardsley for the small town, ‘everyone looks out for everyone’ feel and Trish is the embodiment of that.

I want to express my gratitude to her and I hope that our paths cross again for another Rec program sometime soon.

Feel free to contact me if you have any questions.

Lisa Lanza

Good Morning,

Unfortunately, I cannot attend tonight's board meeting, but I am writing to lend our support of your longtime employee, Trisha Lacy. I have been living in Ardsley for 25 years and raised my 4 children in this community. She has done and continues to do an outstanding job in her position.

Thank you for your consideration in this matter.

Sincerely,

Lynne Loccisano

Dear Mayor Kaboolian,

My name is Elaine Mosca and i live at 29 Judson Ave. in Ardsley and i am an 84 year old senior I know Trish Lacy from the senior center and can only say wonderful things about her ..she is always working and is kind considerate, warm and patient with us old bags We and i mean Ardsley would be lost without her planning Ardsley recreation and the beauty of our village

Dear Mayor Kaboolian,

Please accept this letter on behalf of Patricia "Trish" Lacy from our family.

We've greatly appreciated Trish's efforts throughout the years. From organizing the Ninja Warrior to the Trunk or Treat events and Movie in the Park.

I've witnessed Trish go above and beyond welcoming a new family on movie night with a child who needed a little more attention. The child brought the parents to the brink of packing up and going home. Trish intervened and turned the situation around with the help of some children from the community.

Everyone got a chance to enjoy the movie, and the parents were super grateful.

Most recently, we participated in the Trunk or Treat. We decorated our SUV and handed out candy. Anything we needed before or during, Trish was available to us.

These are just a few notable things worth pointing out as I understand her efforts are being questioned.

Every small town/village should have a Trish, but I am unwilling to trade her and think many of us feel the same way.

Thank you for your time and consideration.

Richard Lamendola

Dear Mayor,

In 2008 I moved to Ardsley not knowing anyone. I grew up in Eastchester and wanted to have my kids grow up in a different district and my husband wanted

to live on the Hudson side for a closer commute to his job. I researched and looked in many districts in the river towns and Ardsley won my heart. My husband being very into sports we immediately enrolled our children into little league and rec basketball and that's when I met Trish. She was so kind and helpful. She made my transition so easy and I'll never forget that. Throughout the years I have seen all the work that goes into Trish's position. And I love attending her events. As well as my children do as they are now grown up and in college now.

To trunk or treat (which my kids and I have participated)...to food truck festival...to Ardsley day...to dancing in the square..To movies in the park....Trish's events are always fun, organized, well attended and most of all hosted and greeted by Trish herself. You even see the Superintendent of Ardsley schools at her events.

This email today is just to show how Trish and the Ardsley Recreation Department has influenced my families lives and I know the lives of others. Her dedication, her kindness and above all how much she truly cares about the children of our town makes me very proud of my decision to choose Ardsley. And may that continue for years to follow.

Thank you,
Denise Apostle
Ardsley, NY

Dear Mayor Kaboolian and Board of Trustees,
I have been living in Ardsley for 25 years. As we celebrate Thanksgiving this week, I want to take a moment to give a big shout-out to Trish Lacy for her hard work and dedication as Ardsley's Recreation Supervisor for 15 years. I first met Trish when my mom was playing bridge at the Community Center with other Seniors. Trish always went out of her way to accommodate any special needs my mom or the other women had. She has a keen sense of ability to handle whatever is thrown at her. Trish works tirelessly at planning and organizing so many events for the Village. She is always in control, and you can tell by watching her how much she enjoys her job. I offered to assist Trish in setting up for the Welcome to Ardsley Day this year. When I arrived, Trish had everything done and there was really very little left to do. She gets along with everyone. She is a pleasure to know. Ardsley is lucky to have Trish Lacy to count on heading up the Recreation Dept. Wishing you all a Happy and Healthy Thanksgiving!
Nancy J. Sommers

Dear Mayor Kaboolian,
I'm touching base to express gratitude for a few things. My mother worked in local government, and she always tells me how important it is to share when you're happy, so I can't keep these genuine compliments to myself: Our family is so excited about Ardsley's recent Parks and Recreation initiatives, and it means a lot that you all have used such an extensive survey before moving forward. We've especially noticed all the youth programming efforts this past

year. Our most recent activity was the new Kickball league. Our older son had so much fun! Trish was so supportive and organized and we appreciate all of her efforts.

Also, thank you so much for all of your support for the PTA's DEI Committee. You were so insightful during our "building" stage, and it was HUGE that you and Steve came and participated in our first general meeting. Just your being there sends a strong message, and you've gone above and beyond in meeting with us and sharing your time.

And lastly, I love that the Village is so committed to events like the Community Conversations earlier this month. Asha and the team are amazing. I think these opportunities to connect with each other are paramount to the health of the Village. I can't wait for the next one!

Thank you again! Keep up the great work!

Take care,

Jackie Cavallini

Mayor Kaboolian stated that she echoes many of the comments that were said. Would like to provide more help to our Recreation Department to keep our programs vibrant.

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto announced the following:

- Thanked Lorraine & Liz for their presentation and encouraged all to review the survey results available on our website.
- Wished everyone a Happy Thanksgiving!

Trustee Bencosme announced the following:

- Climate Advisory Committee will be having a zoom meeting on Thursday, December 1st at 7 pm. Agenda for the meeting is posted on our website.

Trustee Edelstein announced the following:

- November is Monarch Butterfly Month.
- December 6th The Birds Bees & Garden Design zoom event
- December 10th Pollinator Pathway Seed Swap at 11 am

5. OLD BUSINESS:

5.1 Consider a Resolution to Amend Chapter 180 Article II Entitled "Senior Citizens Tax Exemption" of the Ardsley Village Code

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Chapter 180 Article II entitled “Senior Citizens Tax Exemption” of the Ardsley Village Code as follows:

Note: Deleted text is in highlighted strikethrough and proposed text is in bold underlined

Article I

Utility Tax

No changes to Article I

Article II

Senior Citizen Tax Exemption

§180-16 Exemptions

Real property located within the Village of Ardsley and owned by one of more persons, each of whom is 65 years of age or over, or real property located within such Village and owned by husband and wife or siblings, one of whom is 65 years of age or over, shall be exempt from taxation by the Village of Ardsley to a maximum extent of 50% of the assessed valuation thereof as provided in the following schedule:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
<u>More than \$24,000 but less than \$25,000</u>	<u>45%</u>
<u>\$25,000 or more but less than \$26,000</u>	<u>40%</u>
<u>\$26,000 or more but less than \$27,000</u>	<u>35%</u>
<u>\$27,000 or more but less than \$27,900</u>	<u>30%</u>
<u>\$27,900 or more but less than \$28,800</u>	<u>25%</u>
<u>\$28,800 or more but less than \$29,700</u>	<u>20%</u>
<u>\$29,700 or more but less than \$30,600</u>	<u>15%</u>
<u>\$30,600 or more but less than \$31,500</u>	<u>10%</u>
<u>\$31,500 or more but less than \$32,400</u>	<u>5%</u>

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
<u>Up to \$50,000.00</u>	<u>50%</u>
<u>\$50,000.01 to \$50,000.99</u>	<u>45%</u>
<u>\$51,000.00 to \$51,999.99</u>	<u>40%</u>
<u>\$52,000.00 to \$52,999.99</u>	<u>35%</u>
<u>\$53,000.00 to \$53,899.99</u>	<u>30%</u>
<u>\$53,900.00 to \$54,799.99</u>	<u>25%</u>
<u>\$54,800.00 to \$55,699.99</u>	<u>20%</u>
<u>\$55,700.00 to \$56,599.99</u>	<u>15%</u>
<u>\$56,600.00 to \$57,499.99</u>	<u>10%</u>
<u>\$57,500.00 to \$58,399.99</u>	<u>5%</u>

[§ 180-17 Conditions for exemption.](#)

No exemptions shall be granted pursuant to this article:

A. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of ~~\$26,899~~ **\$58,399.99**; provided, however, that "income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year; that where title is vested in either the husband or the wife, their combined income may not exceed such sum, except that where the husband or wife, or ex-husband or ex-wife, is absent from the property as provided in Subsection D(2) of this section, then only the income of the spouse or the exspouse residing on the property shall be considered and may not exceed such sum; and that such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or the exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same tax year, net rental income, salary or earnings and net income from self-employment, but shall not include a return of capital, gifts, inheritance or moneys earned through employment in the Federal Foster Grandparent Program, and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance compensation. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income.

B. Unless the owner shall have held an exemption under this section for his previous residence or unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 12 consecutive months prior to the date of making application for exemption; provided, however, that in the event of the death of either the

husband or wife in whose name title of the property shall have been vested at the time of death and then becomes vested solely in the survivor by virtue of devise by or descent from the deceased husband or wife, the time of ownership of the property by the deceased husband or wife shall be deemed also a time of ownership by the survivor, and such ownership shall be deemed continuous for the purposes of computing such period of 12 consecutive months; and provided, further, that in the event of a transfer by either the husband or wife to the other spouse of all or part of the title to the property, the time of ownership of the property by the transferor spouse shall be deemed also a time of ownership by the transferee spouse and such ownership shall be deemed continuous for the purpose of computing such period of 12 consecutive months; and provided, further, that where property of the owner or owners has been acquired to replace property formerly owned by such owner or owners and taken by eminent domain or other involuntary proceeding, except a tax sale, the period of ownership of the former property shall be combined with the period of ownership of the property for which application is made for exemption, and such periods of ownership shall be deemed to be consecutive for the purposes of this section; and provided, further, that where a residence is sold and replaced within one year and both residences are within the state, the period of ownership of both properties shall be deemed consecutive for purposes of the exemption from taxation by the Village of Ardsley; and provided, further, that where the owner or owners transfer title to the property which as of the date of transfer was exempt from taxation under the provisions of this article, the reacquisition of title by such owner or owners within nine months of the date of transfer shall be deemed to satisfy the requirement of this subsection that title of the property shall have been vested in the owner or one of the owners for such period of 12 consecutive months; and provided, further, that where, upon or subsequent to the death of an owner or owners, title to property which as of the date of such death was exempt from taxation under such provisions, becomes vested, by virtue of devise or descent from the deceased owner or owners, or by transfer by any other means within nine months after such death, solely in a person or persons who, at the time of such death, maintained such property as a primary residence, the requirement of this subsection that the title of the property shall have been vested in the owner or one of the owners for such period of 12 consecutive months shall be deemed satisfied.

C. Unless the property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes, but is used for other purposes, such portion shall be subject to taxation, and the remaining portion only shall be entitled to the exemption provided by this article.

D. Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property; except where (1) an owner is absent from the residence while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, provided that any income accruing to that person shall only be income only to the extent that it exceeds the amount paid by such owner, spouse or co-owner for care in the facility, and provided, further, that during such confinement such property is not occupied by other than the spouse or co-owner of such property; or (2) the real property is owned by a husband and/or wife, or an ex-husband

and/or an ex-wife, and either is absent from the residence due to divorce, legal separation or abandonment and all other provisions of this section are met, provided that where an exemption was previously granted when both resided in the property, then the person remaining in the real property shall be 62 years of age or over.

§ 180-17.1 Cooperative apartments.

For the purpose of this article, title to that portion of real property owned by a cooperative apartment corporation in which a tenant-stockholder of such corporation resides and which is represented by his share or shares of stock in such corporation as determined by its or their proportional relationship to the total outstanding stock of the corporation, including that owned by the corporation, shall be deemed to be vested in such tenant-stockholder. That portion of the assessment of such real property owned by a cooperative apartment corporation determined by the relationship of such real property vested in such tenant-stockholder to such entire parcel and the buildings thereon owned by such cooperative apartment corporation in which such tenant-stockholder resides shall be subject to exemption from taxation pursuant to this article, and any exemption so granted shall be credited by the Village of Ardsley against the assessed valuation of such real property; the reduction in real property taxes realized thereby shall be credited by the cooperative apartment corporation against the amount of such tax otherwise payable by or chargeable to such tenant-stockholder.

§ 180-18 Application.

A. Application for such exemption must be made by the owner or all of the owners of the property on forms prescribed by the State Board to be furnished by the Ardsley Village Board of Tax Assessors and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed in such Assessor's office on or before the appropriate taxable status date. Notwithstanding any other provision of law, any person otherwise qualifying under this article shall not be denied the exemption under this article if he becomes 65 years of age after the appropriate taxable status date and on or before December 31 of the same year.

B. Notwithstanding Subdivision 5 of § 467 of the Real Property Tax Law, an application for such exemption may be filed with the Assessor after the appropriate taxable status date, but not later than the last date on which a petition with respect to complaints of assessments may be filed, where failure to file a timely application results from death of the applicant's spouse, child, parent, brother or sister; or an illness of the applicant or of the applicant's spouse, child, parent, brother or sister which actually prevents the applicant from filing on a timely basis, as certified by a licensed physician. In such case, the Assessor shall approve or deny such application as if it had been filed on or before the taxable status date.

C. The Village Board of Tax Assessors is hereby authorized to accept applications for renewal of exemptions granted under this article after the taxable status date. In the event

that the owner or all of the owners of property which have received an exemption pursuant to this article on the preceding assessment roll shall fail to file an application for renewal on or before the taxable status date, such owner or owners may file the application, executed as if such application had been filed on or before the taxable status date, with the Village Board of Tax Assessors on or before the date for the hearing of complaints.

D. Where a person who meets the requirement for an exemption pursuant to this article purchases property after the levy of taxes, such person may file an application for exemption to the Ardsley Village Assessor within 30 days of the transfer of title to such person. The Assessor shall make a determination of whether the person would have qualified for exempt status on the tax roll on which the taxes were levied had title to the parcel been in the name of the applicant on the taxable status date applicable to the tax roll. The application shall be on a form prescribed by the State Board. The Assessor, no later than 30 days after receipt of such application, shall notify both the applicant and the Board of Assessment Review, by first class mail, of the exempt amount, if any, and the right of the owner to a review of the exempt amount upon the filing of a written complaint. Such complaint shall be on a form prescribed by the State Board and shall be filed with the Board of Assessment Review within 20 days of the mailing of this notice. If no complaint is received, the Board of Assessment Review shall so notify the Assessor, and the exempt amount determined by the Assessor shall be final. If the applicant files a complaint, the Board of Assessment Review shall schedule a time and a place for the hearing with respect thereto no later than 30 days after the mailing of the notice by the Assessor. The Board of Assessment Review shall meet and determine the exempt amount and shall immediately notify the Assessor and the applicant, by first class mail, of its determination. The amount of the exemption determined pursuant to this subsection shall be subject to review as provided in Article 7 of the Real Property Tax Law. Such a proceeding shall be commenced within 30 days of the mailing of the notice of the Board of Assessment Review to the new owner as provided in this subsection. Upon receipt of a determination of exempt amount as provided in this subsection, the Assessor shall determine the pro rata exemption to be credited toward such property by multiplying the tax rate for the Village of Ardsley on the appropriate tax roll used for the fiscal year or years during which the transfer occurred times the exempt amount, as determined pursuant to this subsection, times the fraction of each fiscal year or years remaining subsequent to the transfer of title. The Assessor shall immediately transmit a statement of the pro rata exemption to the applicant. The Village of Ardsley shall include an appropriation in its budget for the next fiscal year equal to the aggregate amount of such credits to be applied in that fiscal year. Where a parcel, the owner of which is entitled to a pro rata exemption credit, is subject to taxation in said next fiscal year, the receiver or collector shall apply the credit to reduce the amount of taxes owed for the parcel in such fiscal year. Pro rata exemption credits in excess of the amount of taxes, if any, owed for the parcel shall be paid by the Treasurer of the Village of Ardsley to all owners of property entitled to such credits within 30 days of the expiration of the warrant to collect taxes in said next fiscal year.

E. Where a person who meets the requirements for an exemption pursuant to this article purchases property after the taxable status date but prior to the levy of taxes, such person

may file an application for an exemption to the Assessor within 30 days of the transfer of title to such person. The Assessor shall make a determination within 30 days after receipt of such application of whether the applicant would qualify for an exemption pursuant to this article on the assessment roll if title had been in the name of the applicant on the taxable status date applicable to such assessment roll. The application shall be made on a form prescribed by the State Board. If the Assessor's determination is made prior to the filing of the tentative assessment roll, the Assessor shall enter the exempt amount, if any, on the tentative assessment roll and, within 10 days after filing such roll, notify the applicant of the approval or denial of such exemption, the exempt amount, if any, and the applicant's right to review by the Board of Assessment Review. If the Assessor's determination is made after the filing of the tentative assessment roll, the Assessor shall petition the Board of Assessment Review to correct the tentative or final assessment roll in the manner provided in Title 3 of Article 5 of the Real Property Tax Law, with respect to the unlawful entries, in the case of wholly exempt parcels, and with respect to clerical errors, in the case of partially exempt parcels, if the Assessor determines that an exemption should be granted and, within 10 days of petitioning the Board of Assessment Review, notify the applicant of the approval or denial of such exemption, the amount of such exemption, if any, and the applicant's right to administrative or judicial review of such determination pursuant to Article 5 or 7 of the Real Property Tax Law, respectively.

F. If, for any reason, a determination to exempt property from taxation as provided in Subsection **E** of this section is not entered on the final assessment roll, the Assessor shall petition the Board of Assessment Review to correct the final assessment roll.

G. If, for any reason, the pro rata tax credit as provided in Subsection **D** of this section is not extended against the tax roll immediately succeeding the fiscal year during which the transfer occurred, the Assessor shall immediately notify the Village of Ardsley of the amount of pro rata exemption credits for the year in which such transfer occurred.

H. If, for any reason, a determination to exempt property from taxation as provided in Subsection **E** of this section is not entered on the tax roll for the year immediately succeeding the fiscal year during which the transfer occurred, the Assessor shall determine the pro rata tax exemption credit for such tax roll by multiplying the tax rate for the Village of Ardsley by the exempt amount and shall immediately notify the Village of Ardsley of the pro rata exemption credits for such tax roll. The Village of Ardsley shall add such pro rata exemption credits for such property to any outstanding pro rata exemption amounts.

I. The Village of Ardsley shall notify, or cause to be notified, each person owning residential real property in the Village of Ardsley of the provisions of this article. This notice requirement may be met by notice or legend sent in or with each tax bill to such person reading "You may be eligible for a senior citizen tax exemption. Senior citizens have until, to apply for such exemptions. For information please call or write to the Village Clerk, at the Ardsley Village Hall, 507 Ashford Avenue, Ardsley, New York 10502, (914) 693-1550." Each cooperative apartment corporation shall notify each tenant-stockholder thereof in residence

of such provisions as set forth herein. Failure to notify or cause to be notified any person who is, in fact, eligible to receive the exemption provided by this article or the failure of such person to receive the same shall not prevent the levy, collection and enforcement of the payment of taxes on property owned by such person.

§ 180-19 Notice of exemption granted or denied.

A. At least 60 days prior to the appropriate taxable status date, the Ardsley Village Assessor shall mail to each person who was granted exemption pursuant to this article on the latest completed assessment roll an application form and a notice that such application must be filed on or before the taxable status date and be approved in order for the exemption to be granted. The Ardsley Village Assessor shall, within three days of the completion and filing of the tentative assessment roll, notify by mail any applicant who has included with his application at least one self-addressed, pre-paid envelope of the approval or denial of the application; provided, however, that the Ardsley Village Assessor shall, upon the receipt and filing of the application, send by mail notification of receipt to any applicant who has included two such envelopes with the application. Where an applicant is entitled to a notice of denial pursuant to this subsection, such notice shall be on a form prescribed by the State Board and shall state the reasons for such denial and shall further state that the applicant may have such determination reviewed in the manner provided by law. Failure to mail any such application form or notices or the failure of such person to receive any of the same shall not prevent the levy, collection and enforcement of the payment of the taxes on the property owned by such person.

B. Any person who has been granted exemption pursuant to this article on five consecutive completed assessment rolls, including any years when the exemption was granted to a property owned by a husband and/or wife while both resided in such property, shall not be subject to application requirements set forth in this article. However, said person shall be mailed an application form and a notice informing him of his rights. Such exemption shall be automatically granted on each subsequent assessment roll; provided, however, that when tax payment is made by such person a sworn affidavit must be included with such payment and which shall state that such persons continue to be eligible for such exemption. Such affidavit shall be on a form prescribed by the State Board. If such affidavit is not included with the tax payment, the collecting officer shall proceed pursuant to § 551-a of the Real Property Tax Law.

§ 180-19.1 Property held in trust.

The provisions of this article shall apply to real property held in trust solely for the benefit of a person or persons who would otherwise be eligible for real property tax exemption, pursuant to this article, were such person or persons the owner or owners of such real property.

Article III
Business Investment Exemption

§180-20 Exemption granted

As provided in Subdivision 7 of § 485-b of the Real Property Tax Law, the exemption table set forth in Subdivision 2(a) of that section shall be amended to read as follows:

Year of Exemption	Percentage of Exemption
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0

**Article IV
Reserved**

§180-21 (Reserved)

§180-22 (Reserved)

§180-23 (Reserved)

Article V

Tax Exemption for Volunteer Fire Fighters and Ambulance Workers

180-24 Purpose

The purpose of this article is to provide volunteer fire fighters and volunteer ambulance service members who are qualified real property owners with the tax exemption authorized by § 466-d of the Real Property Tax Law. The exemption authorized by this article is subject to all of the qualifications and limitations set forth in § 466-d of the Real Property Tax Law.

§ 180-25 Exemption.

Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, or real property owned by such enrolled member and his or her spouse, residing in the Village of Ardsley shall be exempt

from taxation to the extent of 10% of the assessed value of such property for Village purposes, exclusive of special assessments.

§ 180-26 Qualifications and limitations upon exemption.

The exemption authorized by this article shall be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated volunteer ambulance service residing in such County only if:

- A. The applicant resides in the Village of Ardsley which is served by such incorporated volunteer fire company or fire department or voluntary ambulance service.
- B. The property is the primary residence of the applicant.
- C. The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article.
- D. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company or fire department as an enrolled member of such incorporated volunteer fire company or fire department for at least five years or the applicant has been certified by the authority having jurisdiction for the incorporated volunteer ambulance service as an enrolled member of such incorporated volunteer ambulance service for at least five years. The application shall be certified by the Chief of the volunteer fire company or fire department or the Captain of the voluntary ambulance service as the case may be.
- E. In the case of volunteer fire fighters, the area served by the volunteer fire company does not encompass any area served by a fire company having five or more professional fire fighters.
- F. In the case of volunteer ambulance workers, the area served by the volunteer ambulance company does not encompass any area served by an ambulance company having five or more professional ambulance workers.

§ 180-27 Annual certification.

On or before ~~January 15~~ May 1 of each year, the Chief of the volunteer fire company or fire department and the Captain of the voluntary ambulance service shall certify and transmit a list of all currently enrolled members, including total years of active service for each member, for their respective organizations, The certified lists shall be used by the Assessor of the ~~Village of Ardsley~~ Town of Greenburgh to determine the continued eligibility of existing granted exemptions.

§ 180-28 Lifetime exemption.

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service and is so certified by the authority as having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted the

full exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within the County of Westchester, provided that the governing body of the Village, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

§ 180-29 Permanent disability.

Any volunteer fire fighter or volunteer ambulance worker granted an exemption described in this article who is or becomes permanently disabled due to the exercise of his or her duties as such fire fighter or ambulance worker and who is prevented from being certified as an active service member shall be entitled to the annual certification during the period of his or her disability.

§ 180-30 Application for exemption.

Application for the exemption described in this article shall be filed, on a form prescribed by the New York State Board of Real Property Services, with the Assessor or other appropriate agency, department or office of the assessing unit in which the real property is located.

§ 180-31 No diminution of benefits.

No applicant who is a volunteer fire fighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of any other law on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this article.

§ 180-32 Maximum amount of exemption.

Notwithstanding any other provision of this article to the contrary, qualifying volunteer fire fighters and volunteer ambulance workers shall be exempted from a taxation by the Village of Ardsley to the maximum extent permitted by the New York State Real Property Tax Law § ~~466~~466d.

§ 180-33 When effective.

This act shall take effect immediately.

§ 180-34 Repealer.

Former Article V of Chapter 180 of the Ardsley Code is hereby repealed.

**Article VI
Cold War Veterans Exemption**

§180-35 Legislative Findings and intent

A. The purpose of this article is to establish a real property tax exemption for Cold War veterans. A Cold War veteran served in the United States Armed Forces during the time period commencing on September 2, 1945, and ending on December 26, 1991. The further

intended purpose of this article is to extend real estate tax exemptions to these peacetime servicemen and servicewomen.

B. The cost by the volunteer property tax deductions shall be charged back to the Village as a whole.

§ 180-36 Grant of exemption.

~~An exemption of 15% of assessed value of property, not to exceed \$75,000, owned by an eligible person, as set forth below, is hereby granted an exemption from taxation with respect to Village taxes. This exemption shall not exceed the ceiling limits imposed by Real Property Tax Law § 458-b(2)(a)(b), as may be amended from time to time.~~

The Cold War Veteran's Exemption shall be the same as the Veterans Alternative Exemption as enumerated in Article IX of this Chapter.

§ 180-37 Eligibility.

Such exemption shall be granted to veterans of the armed service who meet the eligibility requirements as set forth on forms provided by the ~~Village Assessor~~ NYS Office of Real Property Tax Services including, but not limited to, the following:

- A. The applicant shall be an honorably discharged veteran for the period of eligibility prescribed by Real Property Tax Law § 458-b.
- B. The applicant resides in the Village of Ardsley, which is primary residence.
- C. The property is the primary residence of the applicant.
- D. The property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not used exclusively for the applicant's residence, but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article.
- E. Any additional criteria established pursuant to the Real Property Tax Law of the State of New York as it may be amended from time to time.

§ 180-38 Permanently disabled veteran.

A disabled veteran as defined by the Real Property Tax Law of the State of New York and covered by this period of eligibility shall be granted ~~an exemption equal to one half of his or her service-connected disability rating, not to exceed \$250,000, and subject to the applicable ceiling limits,~~ the same exemption as the Veterans Alternative Exemption as enumerated in Article IX of this Chapter.

§ 180-39 Application for exemption.

Application for such exemption shall be filed with the ~~Village~~ Town of Greenburgh Assessor on or before the taxable status date on a form prescribed by the State Board along with verifying documentation.

§ 180-40 Expiration.

~~Exemptions shall expire after 10 years. Disability exemptions shall expire on the cessation of the disability.~~

Reserved

§ 180-41 When effective.

This article shall take effect upon filing with the Secretary of State and apply to the tax rolls for the Village year 2009/2010.

**Article VII
Disabled Persons With Limited Income**

§180-42 Legislative intent

The purpose of this article is to provide a partial exemption from real property taxes to persons with disabilities who have limited income pursuant to § 459-c of the Real Property Tax Law. All definitions, terms and conditions of such statute shall apply to this article.

§180-43 Title.

This article shall hereafter be known and cited as the "Disabilities Exemption Law."

§180-44 Percentage of exemption.

Real property owned by one or more persons with disabilities or real property owned by a husband, wife or both or by siblings, at least one of whom has a disability, and whose income, as defined herein and pursuant to §459-c of the Real Property Tax Law, is limited by reason of such disability, and which income is determined by the Assessor in accordance with the provisions of §459-c, Subdivision 5(a), of the Real Property Tax Law of the State of New York, to be not more than ~~\$37,399.99~~ \$58,399.99 shall be exempt from taxation to the extent of 50% of the assessed valuation thereof.

§ 180-45 Income limitations.

To the extent that the income of an owner or owners of real property, one or more of whom has a disability, or real property owned by a husband, wife or both or by siblings, at least one of whom has a disability, ~~exceeds~~ does not exceed the maximum income amount set forth above in this article at §180-44, such real property shall be exempt from taxation ~~to the following extent of the assessed valuation thereof:~~ by the Village of Ardsley to a maximum extent of 50% of the assessed valuation thereof as provided in the following schedule:

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
<u>\$0 to \$29,000.00</u>	<u>50%</u>
<u>\$29,000.01 to \$29,999.99</u>	<u>45%</u>

\$30,000.00 to \$30,999.99	40%
\$31,000.00 to \$31,999.99	35%
\$32,000.00 to \$32,699.99	30%
\$32,900.00 to \$33,799.99	25%
\$33,800.00 to \$34,699.99	20%
\$34,700.00 to \$35,599.99	15%
\$35,600.00 to \$36,499.99	10%
\$36,500.00 to \$37,399.99	5%

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
Up to \$50,000.00	50%
\$50,000.01 to \$50,000.99	45%
\$51,000.00 to \$51,999.99	40%
\$52,000.00 to \$52,999.99	35%
\$53,000.00 to \$53,899.99	30%
\$53,900.00 to \$54,799.99	25%
\$54,800.00 to \$55,699.99	20%
\$55,700.00 to \$56,599.99	15%
\$56,600.00 to \$57,499.99	10%
\$57,500.00 to \$58,399.99	5%

§ 180-46 Medical and prescription expenses.

The income levels set forth in §§ 180-44 and 180-45 herein shall be offset by medical and prescription drug expenses actually paid that were not reimbursed or paid by insurance.

§ 180-47 Cooperative apartment stockholders.

Cooperative apartment shareholders qualify for exemption. Title to that portion of real property owned by a cooperative apartment corporation in which a tenant-stockholder of such corporation resides and which is represented by his share or shares of stock in such corporation as determined by its or their proportional relationship to the total outstanding stock of the corporation, including that owned by the corporation, shall be deemed to be vested in such tenant stockholder.

§ 180-48 Inconsistent laws.

Pursuant to New York Municipal Home Rule Law § 22, the provisions of this article are intended to supersede the provisions of Real Property Tax Law § 459-c to the extent that this article and Real Property Tax Law § 459-c are inconsistent.

§ 180-49 When effective.

This legislation becomes effective upon filing with the Secretary of State of New York.

Article VIII

Hotel/Motel Occupancy Tax

No changes to Article VIII

Article IX

Veterans Alternative Exemption

§180-68 Purpose and intent

The purpose of this article is to set forth and provide the percentage of the real property tax exemption provided for in § 458-a of the New York State Real Property Tax Law that is effective in the Village of Ardsley. All definitions, terms and conditions of such statute shall apply to this article.

§180-69 Title.

This article shall hereafter be known and cited as the "Veterans Alternative Exemption Law."

§180-70 Maximum allowable exemption increased.

The maximum exemptions allowable in Paragraphs (a), (b) and (c) of Subdivision 2 of §458-a of the New York State Real Property Tax Law are increased to \$75,000, \$50,000 and \$250,000, respectively.

§180-71 Inconsistent laws.

Pursuant to New York Municipal Home Rule Law §22, the provisions of this article are intended to supersede the provisions of New York State Real Property Tax Law §458-a to the extent that this article and Real Property Tax Law §458-a are inconsistent.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

- 5.2 Consider a Resolution to Grant Permission for Outdoor Seating at Booskerdoo Coffee & Baking Co. 716-718 Saw Mill River Road

Moved by Trustee DiJusto, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed request to provide outdoor seating at Booskerdoo Coffee & Baking Co. located at 716-718 Saw Mill River Road.

Any approvals should contain the following conditions:

- 1. The applicant must provide written verification from the Codes Division that the variance granted will cover the additional seating or reduce the number of outdoor seats to bring the total occupant load below 49.**
- 2. An unobstructed sidewalk width of 3 feet and an unobstructed exit width equal to the width of the doors must be maintained at all times.**
- 3. The months of operation of the outdoor seating shall be limited to April 1st through October 15th each year.**
- 4. The hours of operation 6:00 am-5:00 pm 7 days per week.**
- 5. The applicant must submit a revised plan to the building department detailing all of the conditions of approval.**

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

- 5.3 Consider a Resolution to Repeal and Replace Chapter 64 Entitled "Building Construction" of the Ardsley Village Code

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby repeals and replaces Chapter 64 entitled "Building Construction" as follows:

Chapter 64, Building Construction

§64-1 TITLE, PURPOSE AND INTENT

This chapter is to be known and cited as the Building Code of the Village of Ardsley, hereinafter referred to as the code.

This code provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Village. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code other state law, or other section of this local law, all buildings, structures, and premises within the Village of Ardsley, regardless of use or occupancy, are subject to the provisions this code.

§64-2. DEFINITIONS

In this Chapter, the following terms shall have the meanings shown in this section:

Assembly Area - an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

Assistant Building Inspector - The Assistant Building Inspector appointed pursuant to section 64-5D of this local law.

Building Inspector - the Building Inspector appointed pursuant to section 64-5D of this local law.

Building Permit - a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term Building Permit shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

Certificate of Compliance - a document issued by the Village stating that work was done in compliance with approved construction documents and the Codes.

Certificate of Occupancy - a document issued by the Village of Ardsley certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Village, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

Code Enforcement Personnel - Superintendent of Buildings, Building Inspector, Assistant Building Inspector and all Inspectors appointed pursuant to this chapter.

Codes - the Uniform Code and Energy Code.

Conditional Certificate of Occupancy - a temporary or conditional certificate issued pursuant to section 64-11G of this local law.

Energy Code - the New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

FCNYS - the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

Fire Safety Inspector - The Fire Safety Inspector appointed pursuant to section 64-5D of this local law.

Fire Safety and Property Maintenance Inspection - an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

Hazardous Production Materials - a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

Inspector - an inspector appointed pursuant to this local law.

Mobile Food Preparation Vehicles - vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving

food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Operating Permit - a permit issued pursuant to section 10 of this local law. The term Operating Permit shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

Order to Remedy - an order issued by the Superintendent of Buildings pursuant to section 64-21 of this local law.

Permit Holder - the Person to whom a Building Permit has been issued. Person shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS - the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

RCNYS - the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

Repair - the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

Stop Work Order - an order issued pursuant to section 64-10 of this local law.

Sugarhouse - a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

Superintendent of Buildings - the Superintendent of Buildings appointed pursuant to section 64-5B of this Chapter.

Temporary Certificate of Occupancy - a temporary or conditional certificate issued pursuant to subdivision (d) of section 7 of this local law.

Uniform Code - the New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

Village - the Village of Ardsley

Violation Notice - A notice issued by the Superintendent of Buildings pursuant to section 64-21 of this local law.

§ 64-3. Appointments.

Any and all appointments to be made pursuant to this code shall be made by the Village Manager or the Acting Manager or, in the event that there is no provision in the Village government for a Village Manager, then by the chief administrative official of the Village, said appointments to be made subject to the approval of the Board of Trustees.

§ 64-4. Building Department established.

- A. There is hereby established in the Village of Ardsley a department to be designated as the Building Department for the administration and enforcement of the provisions of all laws, ordinances, rules, regulations and orders applicable to the location, design, materials, construction, alteration, repair, equipment, maintenance, use, occupancy, removal and demolition of**

buildings and structures and their appurtenances located in the Village of Ardsley.

- B. The Building Department shall be headed by a Village official designated as the Superintendent of Buildings.**

§ 64-5. Superintendent of Buildings.

- C. The Superintendent of Buildings shall be a person who shall have had at least five years' experience as a licensed professional engineer or architect, building inspector, building contractor, supervisor of building construction, or in fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Superintendent of Buildings shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder. The Superintendent of Buildings shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The Superintendent of Buildings shall have the following powers and duties:**

- (1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;**
- (2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Superintendent of Buildings may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;**
- (3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;**
- (4) to issue Stop Work Orders;**
- (5) to review and investigate complaints;**
- (6) to issue orders pursuant to this local law;**
- (7) to maintain records;**
- (8) to collect fees as set by the Village Board of this Village;**
- (9) to pursue administrative enforcement actions and proceedings;**
- (10) in consultation with the Village Attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law; and**
- (11) to exercise all other powers and fulfill all other duties conferred upon the Superintendent of Buildings by this local law.**

D. The Superintendent of Buildings shall be appointed by the Village Manager for a term of one year at a compensation to be fixed by the Village Board. He shall not be removed from office except for cause after a public hearing on specific charges before the Village Board in compliance with civil service regulations. The Superintendent of Buildings shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Superintendent of Buildings shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

C. In the event that the Superintendent of Buildings is unable to serve as such for any reason, another individual shall be appointed by the Village Manager to serve as Acting Superintendent of Buildings. The Acting Superintendent of Buildings shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Superintendent of Buildings by this local law.

D. One or more Inspectors including a Building Inspector, Assistant Building Inspector, Plumbing Inspector, Sanitary Sewer Inspector, Fire Inspector and Oil and Gas Burner Installation Inspector, may be appointed by the Village Manager to act under the supervision and direction of the Superintendent of Buildings and to assist the Superintendent of Buildings in the exercise of the powers and fulfillment of the duties conferred upon the Superintendent of Buildings by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

E. The compensation for the Superintendent of Buildings and Code Enforcement Personnel shall be fixed from time to time by the Village Board of this Village.

F. No officer or employee of the Building Department shall engage in any activity inconsistent with his duties or with the interests of the Building Department; this shall not be so interpreted as to prevent such inspectors from furnishing labor, materials or appliances for the construction, alteration or maintenance of a building or the preparation of plans or specifications thereof within the Village of Ardsley. However, no officer or employee shall inspect or approve or issue any permit or certificate on any of the above conditions if he is in any way connected or involved with the project.

G. No official or employee of the Building Department shall, while acting pursuant to the provisions of this code, be personally liable for any damage that may accrue to persons or property as the result of any act required or permitted in the discharge of his official duties, provided that such acts are performed in good faith and without gross negligence.

64-6. BUILDING PERMITS.

A. Building Permits Required. Except as otherwise provided in section 64-6B of this chapter, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Village.

B. Exemptions. No Building Permit shall be required for work in any of the following categories:

- (1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 35 square feet;
- (2) installation of swings and other playground equipment associated with a one- or two-family dwellings or multiple single-family dwellings (townhouses)
- (3) construction of temporary sets and scenery associated with motion picture, television, and theater uses;
- (4) installation of partitions or movable cases less than 5'-9in height;
- (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
- (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances; or
- (7) repairs, provided that the work does not have an impact on fire and life safety, such as
 - (i) any part of the structural system;
 - (ii) the required means of egress; or
 - (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in section 64-6B of this chapter shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Superintendent of Buildings. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Superintendent of Buildings deems sufficient to permit a determination by the Superintendent of Buildings that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

- (1) a description of the location, nature, extent, and scope of the proposed work;

- (2) a description of the land on which the proposed work is to be done, including the tax map number and street address;**
- (3) use or occupancy of all parts of this land and the occupancy classification of any affected building or structure;**
- (4) The full name and address of the owner and of the applicant, and the names and addresses of their responsible officers if any of them are corporations;**
- (3) The valuation of the proposed work;**
- (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and**
- (5) at least three (3) sets of construction documents (drawings and/or specifications) which**
 - (i) describe the location, nature, extent, and scope of the proposed work;**
 - (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress;**
 - (iv) show a representation of the building thermal envelope;**
 - (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information;**
 - (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building;**
 - (vii) include a written statement indicating compliance with the Energy Code;**
 - (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and**
 - (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number and such other information as may reasonably be required by the Superintendent of Buildings to establish compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations.**

§64-7 Construction documents.

Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in this chapter. Construction

documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Superintendent of Buildings in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Superintendent of Buildings, and one set of the accepted construction documents shall be returned to the applicant with the building permit to be kept at the work site so as to be available for use by the Superintendent of Buildings Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

§64-8 Issuance of Building Permits.

A. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Superintendent of Buildings shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

B. Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

C. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Superintendent of Buildings of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Superintendent of Buildings determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

D. Time limits. Building Permits shall become invalid unless the authorized work is commenced within 12 months following the date of issuance. Building Permits shall expire twenty-four (24) months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Superintendent of Buildings.

E. Revocation or suspension of Building Permits. If the Superintendent of Buildings determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, or where the person to whom a building permit has been issued fails or refuses to comply with a stop order issued by the Superintendent of Buildings, the Superintendent of Buildings shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and that all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

F. Fees. The fees specified in or determined in accordance with the provisions set forth in this Chapter and §A210-3 of this code must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§64-9. CONSTRUCTION INSPECTIONS.

A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Superintendent of Buildings or by an Inspector authorized by the Superintendent of Buildings. The Permit Holder shall notify the Superintendent of Buildings when any element of work described in subdivision B of this section is ready for inspection.

B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building including underground and rough-in;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
- (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10) installation, connection, and assembly of factor manufactured buildings and manufactured homes; and
- (11) a final inspection after all work authorized by the Building Permit has been completed;
- (12) other inspections as determined necessary by the Superintendent of Buildings.

C. Remote inspections. At the discretion of the Superintendent of Buildings or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Superintendent of Buildings or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Superintendent of Buildings or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Superintendent of Buildings or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

D. Any officer or employee of the Building Department, upon the showing of proper credentials and in the discharge of his duties, may enter upon any building, structure or premises at any reasonable hour and no person shall interfere with or prevent such entry.

F. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, re-inspected, and found satisfactory as completed.

G. Compliance tests. whenever there are reasonable grounds to believe that any material, construction, equipment or assembly does not conform to the requirements of the applicable building laws, ordinances or regulations, the Superintendent of Buildings may require the same to be subjected to tests at the expense of the owner, in order to furnish proof of such compliance

H. Fee. The fee specified in or determined in accordance with the provisions set forth in this Chapter and §210-3 of this code must be paid prior to or at the time of each inspection performed pursuant to this section.

§64-10. STOP WORK ORDERS.

A. Authority to issue. The Superintendent of Buildings is authorized to issue Stop Work Orders pursuant to this section. The Superintendent of Buildings shall issue a Stop Work Order to halt:

(1) any work that is determined by the Superintendent of Buildings to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Superintendent of Buildings, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall be in writing, be dated and signed by the Superintendent of Buildings, state the reason or reasons for issuance, and if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Superintendent of Buildings shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Superintendent of Buildings shall be permitted,

but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. **Effect of Stop Work Order.** Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Superintendent of Buildings to correct the reason for issuing the Stop Work Order.

E. **Remedy not exclusive.** The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in section 64-10A of this chapter, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under sections 64-21, 64-22 and 64-23 of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

§64-11. CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE

A. **No building or structure hereafter erected shall be used or occupied in whole or in part until a certificate of occupancy shall have been issued by the Superintendent of Buildings.**

B. **No building or structure hereafter enlarged, extended or altered or upon which work has been performed which required the issuance of a building permit shall continue to be occupied or used for more than 30 days after the completion of the alteration or work unless a certificate of occupancy for the same shall have been issued by the Superintendent of Buildings.**

C. **No change shall be made in the use or type of occupancy classification or subclassification of an existing building or structure unless a certificate of occupancy shall have been issued by the Superintendent of Buildings.**

D. **Certificates of Occupancy and Certificates of Compliance required.** A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

E. **Issuance of Certificates of Occupancy and Certificates of Compliance.** The Superintendent of Buildings shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted

from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Superintendent of Buildings or an Inspector authorized by the Superintendent of Buildings shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Superintendent of Buildings, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Superintendent of Buildings prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

- (1) a written statement of structural observations and/or a final report of special inspections,
- (2) flood hazard certifications,
- (3) a written statement of the results of tests performed to show compliance with the Energy Code, and
- (4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

F. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

- (1) the Building Permit number, if any;
- (2) the date of issuance of the Building Permit, if any;
- (3) the name (if any), address and tax map number of the property;
- (4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
- (5) the use and occupancy classification of the structure;
- (6) the type of construction of the structure;
- (7) the occupant load of the assembly areas in the structure, if any;
- (8) any special conditions imposed in connection with the issuance of the Building Permit;
- (9) If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required; and
- (10) the signature of the Superintendent of Buildings issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

G. Temporary Certificate of Occupancy. Except for one- and two-family dwellings, multifamily dwellings, and townhouses, the Superintendent of Buildings shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Superintendent of Buildings issue a Temporary Certificate of Occupancy unless the Superintendent of Buildings determines (1) that the building or structure, or the

portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Superintendent of Buildings may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed 6 months, which shall be determined by the Superintendent of Buildings and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

H. For one- and two-family dwellings, multifamily dwellings, and townhouses, the Superintendent of Buildings shall be permitted to issue a conditional certificate allowing the temporary and conditional occupancy of a building or structure, or a portion thereof, prior to the completion of all site work such as final grading and landscaping only when climatic conditions prevent the proper completion of such site work. In no event shall the Superintendent of Buildings issue a conditional certificate unless the Superintendent of Buildings determines that all of the work on the building has been completed in full compliance with the Uniform Code, the Energy Code, and the approved plans.

I. Revocation or suspension of certificates. If the Superintendent of Buildings determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Superintendent of Buildings within such period of time as shall be specified by the Superintendent of Buildings, the Superintendent of Buildings shall revoke or suspend such certificate.

J. Fee. The fee specified in or determined in accordance with the provisions set forth in this chapter and §A210-3 of this code must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§64-12. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing firefighting services for a property within this Villageshall promptly notify the Superintendent of Buildings of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

§64-13. UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Village shall be identified and addressed in accordance with the following procedures.

A. The Superintendent of Buildings shall cause an inspection to be made by himself, an inspector under his jurisdiction or a person specially designated by him in writing for the purpose, of any building or structure, standing or collapsed, of any kind whatsoever, which he has reason to believe is or may be dangerous or unsafe to the public from any cause whatsoever, and shall require the person making such inspection to submit a written report of his findings and evaluation of the hazards. If such inspection is made by a person other than the Superintendent of Buildings, such report shall be reviewed by said Superintendent and by him endorsed in writing with his comments, approval or disapproval, if any, but shall in any event be so endorsed as to indicate that the same has been reviewed by said Superintendent.

B. Such report by, or endorsed by, the Superintendent of Buildings shall be submitted to the Board of Trustees at its next regular or special meeting. If no meeting of the Board of Trustees is scheduled to take place within the 15 days next following the signing or endorsement of such report by said Superintendent, the Village Clerk shall, upon notice from the Superintendent that such report is ready for submission, transmit copies of such report to the Mayor and to each Trustee within four days following such notice.

C. The Board of Trustees shall, not later than at its regular or special meeting next following the meeting at which it receives such report:

- (1) Disapprove said report and direct that no further action be taken thereon;**
- (2) Direct that a further investigation be conducted with respect to specified items and set the date by which a report of such further investigation shall be submitted to the Board of Trustees (and Subsection B above and this Subsection C shall apply to such further report in the same manner as to the initial report); or**
- (3) Direct that the procedure hereinafter set forth be instituted forthwith, provided that the failure of the Board of Trustees to take any such action within the time hereinabove limited shall not deprive the Board of Trustees of authority to take such action thereafter.**

D. Whenever the Board of Trustees shall have directed that the procedure herein set forth be instituted, the Superintendent of Buildings or, if there is none or if he is unavailable, the Village Manager or, if there is none or if he is unavailable, the Village Clerk or, if he is unavailable, the Village Counsel, shall cause a notice to be prepared and served:

- (1) Personally upon the owner or any one of the owner's executors, legal representatives, agents, lessees or upon any other person having any vested or contingent interest in the premises, or by registered mail addressed to the last known address, if any, of such owner or any such person as shown by the records of any Receiver of Taxes or County Clerk or County Register, and, if so served by registered mail, a copy shall be posted upon the building or structure or one of them.**
- (2) Containing a description of the premises sufficient to enable the recipient of said notice to identify the premises referred to; a statement of the particulars in which the building or structure is unsafe or dangerous; an order in the name of the**

Village requiring the building or structure to be made safe and secure in all such particulars or removed; a statement of the time within which compliance with such order must be commenced, which time may be set by the officer causing such notice to be prepared at not less than four nor more than 12 days unless the Board of Trustees directs otherwise; a statement of the time within which compliance with such order must be completed, which time may be set by such officer at not more than seven days in excess of his estimate of the time required for such compliance plus the time allowed for commencement of compliance unless the Board of Trustees directs otherwise; a statement of the provisions hereinafter set forth with respect to the making of a survey and the posting thereof and the application to be made to the Supreme Court; and a statement of the provisions hereinafter set forth with respect to the assessment of costs and expenses against the land.

E. Whenever a notice has been served in accordance with Subsection D above and the person so served neglects or refuses to comply with the same, a survey shall be made by:

- (1) An official of the Village and, unless the Board of Trustees directs otherwise, such official shall be the Village Manager;**
- (2) A practical builder, engineer or architect and, unless the Board of Trustees directs otherwise, such person shall be the Superintendent of Buildings or, if he is unavailable, the Chairman of the Village Planning Board; and**
- (3) A practical builder, engineer or architect appointed by the person notified in accordance with Subsection D above; provided, however, that if the person so notified refuses or neglects to appoint such third surveyor by the time such survey commences, the first two surveyors shall make such survey.**

F. Such survey shall be commenced not less than two nor more than six days after, and excluding, the day upon which the first neglect or refusal to comply with the notice occurs, provided that the failure of the Village to commence such survey within such time shall not deprive the Village of the authority to commence such survey thereafter. Not later than two days after, and excluding, the day on which such survey is completed, the surveyors or a majority of them shall file in the office of the Village Clerk, in duplicate, an original signed report of their findings and conclusions as to the existence of any unsafe or dangerous conditions; a dissenting minority of the surveyors may, but is not required to, file a separate report in the same manner; a copy of each such report shall be furnished to the Village Council on the same day the same is received by the office of the Village Clerk, if possible, or as soon thereafter as is possible; a signed duplicate of the report of the surveyors or a majority of them shall be posted on the same day or the following day upon the building or structure.

G. Not less than five nor more than 10 days after, but excluding, the day on which the report of the surveyors or of a majority of them is filed in the office of the Village Clerk, if such report shows any unsafe or dangerous condition, the Village Council shall make an application at a special term of the Supreme Court of the State of New York, Westchester County, for an order determining the building or other structure to be a public nuisance and directing that it be repaired and secured or taken down and removed, and the Village Council shall take all steps necessary to obtain and

enforce such order, provided that the Board of Trustees may designate special counsel to act in the place and stead of the Village Counsel, and provided, further, that if the unsafe or dangerous condition is repaired and secured or the building or structure taken down and removed and payment made to the Village of all costs and expenses as hereinafter set forth, all prior to the presentation of such application to the Supreme Court, the Board of Trustees may direct the Village Counsel or special counsel to cease proceedings pursuant to this section.

H. In the event that an order is obtained pursuant to Subsection G above requiring any person to repair or secure or to take down or remove any building or structure and such order is not complied with within the time provided in such order or, in the absence of such time limit in such order, within 10 days after service of a copy of such order in the manner provided in such order or, in the absence of a provision in such order for the manner of service thereof, in the manner provided by Subsection D above for the service of a notice if such person has not appeared upon such application to said court, and otherwise by service in the same manner as provided by law for the service of a notice of motion in an action in the Supreme Court of the State of New York, the Village may so repair or secure or take down or remove such building or structure as if it were the person to whom such order were directed, or may take any steps or proceedings authorized by law for the enforcement of such order, or both.

I. No costs or expenses shall be assessed against any person or land upon strict compliance with a notice issued pursuant to Subsection D above. In any other event, the Village Treasurer shall, within six months after the completion of all legal and physical proceedings pursuant to this chapter against any structures or buildings upon any land, certify to the Board of Trustees the total of all costs and expenses, including all allocated portion of overhead and salaries, incurred or expended pursuant to all sections of this chapter other than Subsections A, B, C and D, and the Board of Trustees shall thereupon, by resolution and without public hearing or other proceedings, declare such total to be a special assessment upon and against the land on which such buildings or structures are or were located, such assessment to be a lien and to be collectible and enforceable in the same manner and by the same procedures as apply to general or other special assessments.

J. Each surveyor shall receive compensation for each day or fraction thereof devoted to surveying the premises, which compensation shall include all services rendered thereafter in the preparation of reports, provided that the compensation so paid to any surveyor who is a full-time employee of the Village shall be paid over by him to the Village Treasurer to be added to the general funds of the Village as income or receipts of the Building Department.

§64-14. OPERATING PERMITS.

A. Operating permits shall be required for conducting the activities or using the categories of buildings listed below and as listed in § 112-33D. Any person who proposes to undertake any activity or to operate any type of building listed in this subsection shall be required to obtain an operating permit prior to commencing such activity or operation.

- (1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;**
- (2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:**
- (a) Chapter 22, Combustible Dust-Producing Operations. Facilities where the operation produces combustible dust;**
 - (b) Chapter 24, Flammable Finishes. Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;**
 - (c) Chapter 25, Fruit and Crop Ripening. Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;**
 - (d) Chapter 26, Fumigation and Insecticidal Fogging. Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;**
 - (e) Chapter 31, Tents, Temporary Special Event Structures, and Other Membrane Structures. Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;**
 - (f) Chapter 32, High-Piled Combustible Storage. High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;**
 - (g) Chapter 34, Tire Rebuilding and Tire Storage. Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;**
 - (h) Chapter 35, Welding and Other Hot Work. Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;**
 - (i) Chapter 40, Sugarhouse Alternative Activity Provisions. Conducting an alternative activity at a sugarhouse;**
 - (j) Chapter 56, Explosives and Fireworks. Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;**
 - (k) Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces. Conducting open burning, not including recreational fires and portable outdoor fireplaces;**
 - (l) Section 308, Open Flames. Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and**
 - (m) Section 319, Mobile Food Preparation Vehicles. Operating a mobile food preparation vehicle in accordance with the permitting requirements established by any Local Law in effect or as hereafter created and amended from time to time.**

(n) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

(3) buildings containing one or more assembly areas;

(4) outdoor events where the planned attendance exceeds 1,000 persons;

(5) facilities that store, handle or use hazardous production materials;

(6) parking garages as defined in section 64-17A of this local law;

(7) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Village Board of the Village of Ardsley; and

(8) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Village Board of the Village of Ardsley.

B. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Superintendent of Buildings, Fire Chief or Fire Inspector. Such application shall include such information as the Superintendent of Buildings, Fire Chief or Fire Inspector deem sufficient to permit a determination by the Superintendent of Buildings that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Superintendent of Buildings, Fire Chief or Fire Inspector determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Superintendent of Buildings, Fire Chief or Fire Inspector., at the expense of the applicant.

C. Exemptions. Operating permits shall not be required for processes or activities, or the buildings, structures, or facilities listed in section 64-14A (1) through (6) of this chapter, provided that the use is expressly authorized by a certificate of occupancy or certificate of compliance, fire safety and property maintenance inspections are performed in accordance with section 11 (Fire Safety and Property Maintenance Inspections) of this local law, and condition assessments are performed in compliance with section 64-17 (Condition Assessments of Parking Garages) of this Chapter, as applicable.

D. Inspections. The Superintendent of Buildings or an Inspector authorized by the Superintendent of Buildings shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Superintendent of Buildings or an Inspector authorized by the Superintendent of Buildings, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Superintendent of Buildings or Inspector authorized by the Superintendent of Buildings that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Villagesufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or

the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.

E. **Multiple Activities.** In any circumstance in which more than one activity listed in section 64-14 of this chapter is to be conducted at a location, the Superintendent of Buildings may require a separate Operating Permit for each such activity, or the Superintendent of Buildings may, in their discretion, issue a single Operating Permit to apply to all such activities.

F. **Duration of Operating Permits.** Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:
(1) 180 days for tents, special event structures, and other membrane structures;
(2) 60 days for alternative activities at a sugarhouse;
(3) Three (3) years for the activities, structures, and operations determined per section 64-14A (8) of this chapter, and
(4) one (1) year for all other activities, structures, and operations identified in section 64-14A of this chapter.

G. **The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Superintendent of Buildings, Fire Chief or Fire Inspector, payment of the applicable fee, and approval of such application by the Superintendent of Buildings.**

H. **Revocation or suspension of Operating Permits.** If the Superintendent of Buildings determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

I. **Fee.** The fee specified in or determined in accordance with the provisions set forth in this Chapter and §A210-3 of this code must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

§64-15. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

A. **Inspections required.** Fire safety and property maintenance inspections of buildings and structures shall be performed by the Superintendent of Buildings or an Inspector designated by the Superintendent of Buildings at the following intervals:

- (1) at least once every 12 months for buildings which contain an assembly area;
- (2) at least once every 12 months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
- (3) at least once every 36 months for multiple dwellings and all nonresidential occupancies.

B. **Remote inspections.** At the discretion of the Superintendent of Buildings or Inspector authorized to perform fire safety and property maintenance inspections, a

remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Superintendent of Buildings or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Superintendent of Buildings or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Superintendent of Buildings or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

C. Inspections permitted. In addition to the inspections required by subdivision section 64-15A of this chapter, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Superintendent of Buildings or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Superintendent of Buildings of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Superintendent of Buildings of any other information, reasonably believed by the Superintendent of Buildings to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

D. OFPC Inspections.

(1) Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control (OFPC) and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.

(2) Notwithstanding any other provision of this section to the contrary, the Superintendent of Buildings may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Superintendent of Buildings or by an Inspector, provided that:

(a) the Superintendent of Buildings is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);

(b) the Superintendent of Buildings is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

- (c) such inspections are performed no less frequently than once a year;
 - (d) a true and complete copy of the report of each such inspection is provided to the Superintendent of Buildings; and
 - (e) upon receipt of each such report, the Superintendent of Buildings takes the appropriate action prescribed by section 64-21 (Violations) of this local law.
- E. Fee.** The fee specified in or determined in accordance with the provisions set forth in this Chapter or §A210-3 of this Code must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

§64-16. COMPLAINTS

- A.** The Superintendent of Buildings shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Superintendent of Buildings may deem to be appropriate:
- (1) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
 - (2) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 64-21 (Violations) of this local law;
 - (3) if appropriate, issuing a Stop Work Order;
 - (4) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.
- B. Appearance tickets.** The Superintendent of Buildings and each inspector are authorized to issue appearance tickets or summonses for any violation of the Uniform Code, the Energy Code, or this chapter.

§64-17. CONDITION ASSESSMENTS OF PARKING GARAGES.

- A. Definitions.** For the purposes of this section:
- (1) the term condition assessment means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
 - (2) the term deterioration means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term parking garage means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(a) buildings in which the only level used for parking or storage of motor vehicles is on grade;

(b) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

(c) a townhouse unit with attached parking exclusively for such unit;

(4) the term professional engineer means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term responsible professional engineer means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term responsible professional engineer shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

(6) the term unsafe condition includes the conditions identified as unsafe in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

(7) the term unsafe structure means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision C of this section, periodic condition assessments as described in subdivision D of this section, and such additional condition assessments as may be required under subdivision E of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Village, in accordance with the requirements of subdivision F of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.

(2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

(a) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;

(b) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

(c) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

(3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to six (6) months after the effective date of this local law.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

E. Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under this chapter, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the Village becomes aware of any new or increased deterioration which, in the judgment of the Village, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Village to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Village within 30 days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;**
- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;**
- (3) an evaluation and description of the unsafe conditions;**
- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;**

- (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;**
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;**
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;**
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and**
- (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.**

G. Review Condition Assessment Reports. The Village shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Village shall, by Order to Remedy or such other means of enforcement as the Village may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision F. All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Village to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

H. The Village shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Village with a written statement attesting to the fact that he or she has been so engaged, the Village shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Village shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with

making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

- I. This section shall not limit or impair the right or the obligation of the Village:
- (1) to perform such construction inspections as are required by section 64-9 (Construction Inspections) of this local law;
 - (2) to perform such periodic fire safety and property maintenance inspections as are required by section 64-15 (Fire Safety and Property Maintenance Inspections) of this local law; and/or
 - (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Village by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

§64-18. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

A. The Superintendent of Buildings shall determine the climatic and geographic design criteria for buildings and structures constructed within this Village as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

- (1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
- (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
- (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
 - (a) the accompanying Flood Insurance Rate Map (FIRM);
 - (b) Flood Boundary and Floodway Map (FBFM); and
 - (c) related supporting data along with any revisions thereto.

B. The Superintendent of Buildings shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Superintendent of Buildings, and shall make such record readily available to the public.

§64-19. RECORD KEEPING.

A. The Superintendent of Buildings shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

- (1) all applications received, reviewed and approved or denied;
- (2) all plans, specifications and construction documents approved;

- (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;**
- (4) all inspections and tests performed;**
- (5) all statements and reports issued;**
- (6) all complaints received;**
- (7) all investigations conducted;**
- (8) all condition assessment reports received;**
- (9) all fees charged and collected; and**
- (10) all other features and activities specified in or contemplated by sections 64-3 through 64-18, inclusive, of this local law.**

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

§64-20. PROGRAM REVIEW AND REPORTING

A. The Superintendent of Buildings shall annually submit to the Village Board of this Village a written report and summary of all business conducted by the Superintendent of Buildings and the Inspectors, including a report and summary of all transactions and activities described in section 64-19 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

B. The Superintendent of Buildings shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.

C. The Superintendent of Buildings shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this Village is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

§64-21. VIOLATIONS

A. Violation notices and orders to remedy. The Superintendent of Buildings and each inspector are authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this chapter. Upon finding that any such condition or activity exists, the Superintendent of Buildings or inspector shall issue a violation notice. The violation notice shall: be in writing, be dated and signed by the Superintendent of Buildings or inspector, specify the condition or activity that violates the Uniform Code, the Energy Code, or this chapter, specify the provision or provisions of the Uniform Code, the Energy Code, or this chapter which is/are

violated by the specified condition or activity and shall include a statement similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by ____ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Superintendent of Buildings may deem appropriate, during the period while such violations are being remedied. The Superintendent of Buildings shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Superintendent of Buildings shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

§64-22. Appearance Tickets.

The Superintendent of Buildings and each inspector are authorized to issue appearance tickets or summonses for any violation of the Uniform Code, the Energy Code, or this chapter.

§64-23. Penalties.

In addition to such other penalties as may be prescribed by State law,

A. It shall be unlawful for any person, firm or corporation to construct, alter, repair, move, remove, demolish, equip, use, occupy or maintain any building or structure or portion thereof in violation of any provision of the Uniform Code, the Energy Code, or this chapter or to fail in any manner to comply with a notice, directive or order of the Superintendent of Buildings or to construct, alter or use and occupy any building or structure or part thereof in a manner not permitted by an approved building permit, operating permit or certificate of occupancy or to comply with any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Superintendent of Buildings pursuant to any provision of this local law.

B. Any person, firm or corporation who shall fail to comply with a written order of the Building Department within the time fixed for compliance therewith, and any owner, builder, architect, tenant, contractor, subcontractor, construction superintendent or their agents, or any other person taking part or assisting in the construction or use of any building who shall knowingly violate any of the applicable provisions of this chapter or any lawful order, notice, directive, permit or certificate of the Building Department made thereunder shall, upon conviction thereof, be subject to a fine not less than \$250 and not more than \$2,000 for the first offense in a twenty-four-month period, not less than \$500 and not more than \$2,000 for the second offense in a twenty-four-month period, not less than \$750 and not more than \$2,000 for the third offense in a twenty-four-month period, and not less than \$1,000 and not more than \$2,000 for the fourth and subsequent offenses in a twenty-four-month period, or to imprisonment for a term not exceeding 15 days, or both. The twenty-four-month period shall commence on the date of the initial violation. Every violation of this article shall be a separate and distinct offense, and in the case of continued violation, every day's continuance thereof shall be deemed to be a separate and distinct offense. A violation of this article shall constitute disorderly conduct.

C. Any person, firm or corporation committing an offense against any of the provisions of the Uniform Code, the Energy Code or this chapter shall be guilty of a violation and, upon conviction thereof, shall be subject to a fine not less than \$250 and not more than \$2,000 for the first offense in a twenty-four-month period, not less than \$500 and not more than \$2,000 for the second offense in a twenty-four-month period, not less than \$750 and not more than \$2,000 for the third offense in a twenty-four-month period, and not less than \$1,000 and not more than \$2,000 for the fourth and subsequent offenses in a twenty-four-month period, or to imprisonment for a term not exceeding 15 days, or both. The twenty-four-month period shall commence on the date of the initial violation. Every violation of this article shall be a separate and distinct offense, and in the case of continued violation, every day's continuance thereof shall be deemed to be a separate and distinct offense. A violation of this article shall constitute disorderly conduct.

D. Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Superintendent of Buildings pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Village, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such

provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board of this Village.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 64-10 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 64-10 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

§64-24. FEES

A fee schedule shall be established by resolution of the Village Board of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Superintendent of Buildings described in or contemplated by this local law.

§64-25. INTERMUNICIPAL AGREEMENTS

The Village Board of this Village may, by resolution, authorize the Superintendent of Buildings of this Village to enter into an agreement, in the name of this Village, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

§64-26. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

§64-27. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

6. NEW BUSINESS:

6.1 Consider a Resolution of Support for Natural Resource Inventory Technical Assistance Grant

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously.

WHEREAS, a natural resources inventory (NRI) compiles maps and descriptions of natural areas and provides a reference for planning in a community, and

WHEREAS, the purpose of an NRI is to provide information for comprehensive land use and conservation planning, and to allow natural resource information to be included in local planning and zoning; and

WHEREAS, the NYSDEC Hudson River Estuary Program is offering a 1 year technical assistance opportunity for two watershed municipalities to create a basic NRI, at no cost to the Village, but requiring a significant volunteer contribution, and

WHEREAS, to be considered for the technical assistance available from the Hudson River Estuary program, municipalities are required to submit an application listing 3-5 volunteers, any related land use planning initiatives, and a resolution of support from the municipal governing board by November 30, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby authorizes an NRI Steering Committee to be established as it relates to this application, to participate in the development of the NRI; and

BE IT FURTHER RESOLVED that the Village Board of Trustees expresses their support for the development of the NRI and authorizes the submission of an application for technical assistance to the Hudson River Estuary Program.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

6.2 Consider a Resolution Amending the Village of Ardsley's Gift Policy

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously.

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby amends the Gift policy effective immediately.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

6.3 Consider a Resolution Amending the Village of Ardsley's Non-Union Personnel Policy

Moved by Trustee Weitz, Seconded by Trustee DiJusto to hold over this resolution to the December 5th, 2022 Board Meeting.

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby amends the Non-Union Personnel policy effective immediately.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

6.4 Consider a Resolution Amending Village of Ardsley's Blood Bourne Pathogens Policy

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously.

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby amends the Blood Borne Pathogens policy effective immediately.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

7. VISITOR RECOGNITION

7.1 Visitors:

- Paul Perillo Windsog Road and is on the Little League Board spoke on behalf of Recreation Supervisor Trish Lacy. She has been a valuable partner to our organization. Very grateful for her support.
- Christina Hansberry Eastern Drive and sits on the Recreation Committee and state that Trish is an asset to this community.
- Mike Hanney McKinley Place feels that Trish is a huge asset to the this community. On behalf of Trish he supports her as she does a lot behind the scenes.
- Mr. Tanwir teacher of the Chess Program at the recreation center and stated that the biggest reason he is still teaching at the Recreation Center is because of Trish Lacy.
- Armen Boyajian Ashford Avenue stated that he is interested in proposing a new road way on Ashford Avenue and make it four lanes beginning from 9A.

8. CALL FOR EXECUTIVE SESSION-Police Personnel Matters

9. ADJOURNMENT OF MEETING

9.1 Adjournment

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, November 21, 2022 at 9:54 p.m. to enter into Executive Session for Police Personnel Matters.

Carried by the following votes: 5-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Weitz, Trustee Bencosme & Trustee Edelstein

Nays: None

Abstained: None

10. UPCOMING MEETINGS & EVENTS November 23, 2022 Senior Citizens Flower

Making 12:00 pm

November 23, 2022 Home Work Helpers 3:00 pm

November 23, 2022 Zoning Board of Appeals Meeting 8:00 pm

November 24, 2022 Thanksgiving Day-All Village Offices Closed

November 25, 2022 Day After Thanksgiving-All Village Offices Closed

November 30, 2022 Senior Citizens Wreath Making 12:00 pm

November 30, 2022 Homework Helpers 3:00 pm

December 1, 2022 Climate Action Committee Meeting 7:00 pm

December 2, 2022 Middle School Hangout

December 3, 2022 Tree Lighting 6:00 pm

December 19, 2022 Menorah Lighting 7:00 pm

11. NEXT BOARD MEETING: December 5, 2022 Board of Trustees Reorganization &

Legislative Meetings 8:00 pm

December 14, 2022 Board of Trustees Work Session 7:30 pm

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF DECEMBER 5, 2022

<u>GENERAL FUND</u>	<u>\$89,714.41</u>
<u>TRUST & AGENCY FUND</u>	<u>\$5,605.90</u>
<u>CAPITAL FUND</u>	<u>\$19,994.50</u>
<u>SEWER FUND</u>	<u>\$0.00</u>

Date	Vendor Name	Description	Amount
11/29/2022	VINCENT GIORDANO	Service for 11-14 to 11-25	\$360.50
11/29/2022	VINCENT GIORDANO	Service for 10-31 to 11-11	\$618.00
11/30/2022	WESTCHESTER NYSBOC	NYSBOC Membership L Tomasso	\$425.00
		Building Dept. Subtotal	\$1,403.50
11/23/2022	Jing Du	Tennis Clinic Refund	\$76.00
11/23/2022	Johanne Joseph	Tennis Clinic Refund	\$76.00
11/23/2022	Melissa Morle	Tennis Clinic Refund	\$38.00
11/29/2022	Trudy Holand	Community Center Refund	\$250.00
11/29/2022	Alpesh Sutaria	Security Deposit Refund	\$250.00
11/23/2022	STUDENT ASSISTANCE SERVICE COR	Service for 9-1 to 11-30	\$3,919.00
11/30/2022	NICHOLAS MARANINO	Senior Supplies	\$53.98
11/30/2022	Event DJ Team LLC	Dj for spec event	\$300.00
11/30/2022	GaGa Rentals LLC	Instructor for Spec event	\$840.00

11/30/2022	SIGNARAMA	holiday banners	\$615.00
11/30/2022	CARDMEMBER SERVICE	Holiday Event Purchases-5Below	\$314.88
11/23/2022	ALARM SPECIALISTS INC	Service for 8-12 to 11-11	\$89.85
11/30/2022	Ayoola Obi	Fall Tennis Instructor	\$5,732.80
12/1/2022	The Grit Ninja	Fall Classes	\$4,672.00
12/1/2022	Pizza Vitale	Pizza for Event	\$672.00
		Community Center Subtotal	\$17,899.51
11/29/2022	VERIZON	Usage for 11-22 to 12-21	\$34.81
		Fire Dept. Subtotal	\$34.81
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$143.98
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$139.03
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$101.97
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$300.30
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$22.72
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$93.60
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$26.84
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$42.92
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$21.38
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$187.20
12/1/2022	PARTS AUTHORITY	Various Car Parts	\$183.48
11/30/2022	CORSI TIRE	tires	\$388.70
11/30/2022	CORSI TIRE	tire rotation/service	\$348.90
12/1/2022	READERS HARDWARE INC	Holiday Lights	\$1,145.25
11/30/2022	EXPANDED SUPPLY PROD INC	spreader chain	\$1,257.00
11/29/2022	WESTCHESTER COUNTY DEF	October Tipping Fee	\$5,228.51
11/30/2022	PAUL BUNYAN TREE SERVICE	tree removal	\$1,800.00
		Highway Dept. Subtotal	\$11,431.78
11/29/2022	OPTIMUM	Usage for 11-23 to 12-22	\$16.84
11/29/2022	VERIZON WIRELESS	Usage for 10-13 to 11-12	\$354.91
11/29/2022	VERIZON	Usage for 11-22 to 12-21	\$40.16
11/29/2022	ACME EXTERMINATING	December Pest Service	\$73.84
10/14/2022	MOTOROLA SOLUTIONS	Radio and siren unit	\$768.00
11/30/2022	M.B.M. CONCEPTS INC.	Replacement Lieutenant shields	\$441.50
11/30/2022	Lawmen Supply Company	PO Paguio uniforms	\$1,007.67
11/30/2022	ARDSLEY MOTORS	Tires for Chief's car	\$1,318.90
		Police Dept. Subtotal	\$4,021.82

11/30/2022	GENERAL CODE PUBLISHERS		\$595.57
11/30/2022	THE RIVERTOWNS ENTERPRISE	PH for senior tax exemption	\$58.00
11/30/2022	PAYLOCITY	November 2022 Service	\$927.73
6/2/2022	ROBERT PONZINI	Retainer for legal services	\$5,979.00
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$29.98
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$29.98
7/7/2022	Staples	Office Supplies	\$42.86
7/7/2022	Staples	Office Supplies	\$61.93
7/7/2022	Staples	Office Supplies	\$29.69
7/7/2022	Staples	Office Supplies	\$161.04
7/7/2022	Staples	Office Supplies	\$130.84
7/7/2022	Staples	Office Supplies	\$74.76
7/7/2022	Staples	Office Supplies	\$249.44
7/7/2022	Staples	Office Supplies	\$93.13
7/7/2022	Staples	Office Supplies	\$83.48
11/1/2022	Staples	Ink, Log Books, Calendar	\$60.94
11/1/2022	Staples	Ink, Log Books, Calendar	\$507.12
11/30/2022	GOVCONNECTION INC	HP Toner Cartridge	\$93.12
11/30/2022	BRUNI & CAMPISI INC	Repair Court Heat Issue	\$387.46
11/29/2022	TOWN OF GREENBURGH	for 7-18 to 10-19 Acct 13709	\$6,326.22
6/3/2022	GEORGE MALONE	Direct Public Govt. Access	\$831.52
11/23/2022	WESTON & SAMPSON	Parks & Rec Master Plan	\$7,300.00
11/29/2022	STANDARD INSURANCE COMPANY	November Invoice	\$1,046.50
11/23/2022	PHYLLIS DEMILO-KANIGHER	Medical Reimbursement Sept-Nov	\$918.30
11/23/2022	JOSEPH GALLUCCIO	Medical Reimbursement Sept-Nov	\$510.30
11/23/2022	MARION DEMAIO	Medical Reimbursement Sept-Nov	\$1,428.60
11/23/2022	BARBARA BERARDI	Medical Reimbursement Sept-Nov	\$1,020.60
11/23/2022	LILLIAN MANNING	Medical Reimbursement Sept-Nov	\$510.30
11/23/2022	EMIL CALIFANO	Medical Reimbursement Sept-Nov	\$1,020.60
11/23/2022	Frank Quattrocchi Jr	Medical Reimbursement Sept-Nov	\$891.00
11/23/2022	Jennifer Herrick Stasko	Medical Reimbursement Sept-Nov	\$445.50
11/23/2022	RICHARD GEREHTY	Medical Reimbursement Sept-Nov	\$629.40
11/23/2022	RICHARD THOMPSON	Medical Reimbursement Sept-Nov	\$1,128.00
11/23/2022	RICKY LAPINE	Medical Reimbursement Sept-Nov	\$510.30
11/23/2022	THOMAS GREEN	Medical Reimbursement Sept-Nov	\$629.40
11/23/2022	VINCENT PASCUCCI	Medical Reimbursement Sept-Nov	\$314.70
11/23/2022	WILLIAM WATSON JR	Medical Reimbursement Sept-Nov	\$402.00
11/23/2022	DIPIKA PATEL	Medical Reimbursement Sept-Nov	\$1,020.60

11/22/2022	AMERITAS LIFE INSURANCE CORP	November 2022 Premium	\$6,536.56
11/22/2022	Universal Television	Deposit Film Refund - SUV	\$9,000.00
11/22/2022	GEORGE MALONE	Service For BOT Meeting of 11-7-22	\$831.52
11/30/2022	Wexbank	Fuel Usage thru 11-28-22	\$75.00
11/30/2022	Pitney Bowes Reserve Account	Postage Refill	\$2,000.00
		Village Hall Subtotal	\$54,922.99
		General Fund Total	\$89,714.41

11/28/2022	NEW YORK LIFE	LOSAP 2023	\$3,618.70
11/29/2022	Kellard Sessions Consulting	657 SMRR	\$340.00
11/30/2022	CARDMEMBER SERVICE	Holiday Event Purchases-Momas	\$57.32
11/30/2022	CARDMEMBER SERVICE	Holiday Event Purchases-5Below	\$314.88
11/29/2022	Kellard Sessions Consulting	33 Judson Ave	\$170.00
44894	Kellard Sessions Consulting	182 Heatherdell Rd	\$935.00
44894	Kellard Sessions Consulting	13 Dellwood Rd	\$170.00
		Trust & Agency Fund Total	\$5,605.90

6/22/2022	STL INC.	MATERIAL TESTING & INSPECTION	\$3,169.50
11/23/2022	GEORGE MALONE	Drone Footage 11-5 to 11-9	\$800.00
11/23/2022	GEORGE MALONE	Drone Footage 11-15 to 11-18	\$800.00
11/23/2022	WESTON & SAMPSON	Service to 10-28-22	\$15,225.00
		New Highway Garage Project Subtotal	\$19,994.50
		Capital Fund Total	\$19,994.50
		Sewer Fund Total	\$0.00

**RESOLUTION MODIFYING THE 2021/2022 BUDGET BY
ENABLING THE VILLAGE TREASURER TO MAKE NECESSARY
TRANSFERS WITHIN THE GENERAL FUND**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2021/2022 Village Budget by transferring \$5,987.60.

FROM LINE ITEMS:

A 9040-0803-0000 Workers Compensation 5,987.60

TO LINE ITEMS:

A 9060-0808-0000 Dental Insurance 5,987.60

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE A SHARED INTER-MUNICIPAL AGREEMENT –NYS DEC
GRANT FOR “RECYCLING APP”**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign a shared Inter-municipal Agreement- NYS DEC Grant for “Recycling App” effective January 1, 2022 through December 31, 2022.

INTERMUNICIPAL AGREEMENT (IMA) FOR THE YEAR 2022

SHARED SERVICE IMA – NYS DEC GRANT FOR “RECYCLING APP”

BETWEEN THE FOLLOWING MUNICIPALITIES:

1. City of New Rochelle
2. Town of Cortlandt
3. Town of Greenburgh
4. Town of Harrison
5. Town of New Castle
6. Town of Ossining
7. Village of Ardsley
8. Village of Bronxville
9. Village of Dobbs Ferry
10. Village of Elmsford
11. Village of Hastings on Hudson
12. Village of Irvington
13. Village of Mamaroneck
14. Village of Ossining
15. Village of Pelham
16. Village of Pleasantville
17. Village of Tarrytown
18. Village of Tuckahoe

SHARED SERVICE IMA – NYS DEC GRANT FOR RECYCLING “APP”

THIS AGREEMENT made effective January 1, 2022, through December 31, 2022, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (“TARRYTOWN”) and by and between the following list of municipalities, having places of business at the following locations:

1. City of New Rochelle, City Hall, 515 North Avenue, New Rochelle, NY 10801
2. Town of Cortlandt, 1 Heady St., Cortlandt Manor, NY 10567
3. Town of Greenburgh, 177 Hillside Avenue, Greenburgh, NY 10607
4. Town of Harrison, 1 Heineman Place, Harrison, NY 10528
5. Town of New Castle, 200 S. Greeley Avenue, Chappaqua, NY 10514
6. Town of Ossining, 16 Croton Avenue, Ossining, NY 10562
7. Village of Ardsley, 507 Ashford Avenue, Ardsley NY 10502
8. Village of Bronxville, 200 Pondfield Road, Bronxville, NY 10708
9. Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, NY 10522
10. Village of Elmsford, 15 S. Stone Avenue, Elmsford, NY 10523
11. Village of Hastings on Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706
12. Village of Irvington, 85 Main Street, Irvington, NY 10533

13. Village of Mamaroneck, 123 Mamaroneck Avenue, Mamaroneck, NY 10543
14. Village of Ossining, 16 Croton Avenue, Ossining, NY 10562
15. Village of Pelham, 195 Sparks Avenue, Pelham, NY 10803
16. Village of Pleasantville, 80 Wheeler Avenue, Pleasantville, NY 10570
17. Village of Tarrytown, 1 Depot Plaza, Tarrytown, NY 10591
18. Village of Tuckahoe, 65 Main Street, Tuckahoe, NY 10707

WITNESSETH

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, TARRYTOWN agreed to act as the lead entity on behalf of a group of municipalities in Westchester County, and applied for a multi-municipal grant to the New York State DEC for a shared “recycling app” and the municipalities (collectively the “Parties) have recognized the need to undertake efforts designed to increase sustainability of natural resources and encourage progress toward the goal of improving efforts to recycle municipal waste; and

WHEREAS, the Parties acknowledge that the recycling waste stream of commingled glass, metal and plastic, as well as paper and cardboard pulp, among other resources jointly recycled by communities in Westchester County make up a majority of the waste stream and if such materials are handled properly and treated as materials can be among the heaviest components of municipal trash sent to landfills or incinerators, and

WHEREAS, the Parties understand that recyclable materials are assets and resources that can be secured and traded and sold to turn such materials back into goods, reducing the reliance upon landfills and resulting in cleaner soil, water and air; and

WHEREAS, the Parties recognize that an advantage to establishing a standard, common platform for recycling saves money on the development of such “app” or program and results in a more uniform and more effective approach towards recycling for all of the participating municipalities, which this group hopes will expand heading into the future; and

WHEREAS, these eighteen (18) municipalities have determined that cooperating to secure this “recycling app” will result in a more efficient and effective approach, that is recognized, supported and funded by a grant from the NYS DEC to improve recycling efforts by all of the participating municipalities, and these twelve municipalities, the Parties, wish to work together and cooperate in this program through the execution of this Intermunicipal Agreement (“IMA”);

NOW, THEREFORE, the parties hereby agree as follows:

1. Sustainable Westchester (SW) is agreeing to work with a group of eighteen (18) municipalities for the calendar year 2022, in order to procure a shared, common platform “Recycling App” aka Recollect that can be used to answer common questions that residents of all municipalities have for their respective departments of public works, and to request follow-up or corrective services from public works departments, such as to pick up missed recycling collections, or other related questions and municipal services.
2. The Parties agree that the Village of Tarrytown has been designated the “lead” municipality in the joint recycling grant application to the New York State Department of Environmental conservation (NYS DEC) and TARRYTOWN has been awarded the grant, on behalf of the other municipalities and must take the following steps:
 - a. Tarrytown must execute the recycling grant with the New York State DEC
 - b. All participating municipalities must authorize and execute the IMA, including Tarrytown
 - c. Along with the IMA, all municipalities will also receive invoices as per their agreed upon service contracts signed with SW
 - d. All participating municipalities must forward their payments per the invoice received from SW, to be made payable to the Village of Tarrytown
 - e. Upon receipt of all of the monies on behalf of the participating municipalities, Tarrytown shall make payment on behalf of all of the participating municipalities to Sustainable Westchester, for all work performed during the 1st term of the one-year service contract.
 - f. The rights and privileges of all participating municipalities with SW as the service provider, shall be established, preserved and maintained.
 - g. Upon payment to SW, the Village of Tarrytown shall then apply for and seek reimbursement pursuant to the NYS DEC Recycling Grant, with any and all such funds to be deposited to the dedicated fund established for this purpose.
 - h. Upon receipt of any and all grant reimbursable funds from the NYS DEC Recycling Grant, the Village of Tarrytown shall then process payment through the normal channels for accounts payables, with each participating municipality receiving their proportionate share of the grant funds for this purpose.
3. The term of this IMA will effective for the calendar year for which the grant was awarded and in the future, if renewed by each municipal board, shall coincide with the calendar year, so that its term shall be from January 1 through December 31, to be renewed from year to year.

4. Village of Tarrytown has offered to continue to coordinate as lead applicant for the same DEC grant opportunity assuming its availability. A revised IMA will be prepared by the Village of Tarrytown and sent to all municipalities in that event.
5. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
6. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and the City Council(s), Town Council(s) and Village Board of Trustees of each respective municipality has authorized execution of this Agreement.
7. All notices required hereunder shall be sent by e-mail, or by US Mail, First Class, or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed, if to TARRYTOWN, to the attention of the Village Administrator, and if to the other municipalities to the attention of their respective officials, listed as follows:
 - a. City of New Rochelle – Office of the City Manager
 - b. Town of Cortlandt – Office of the Town Supervisor
 - c. Town of Greenburgh – Office of the Town Supervisor
 - d. Town of Harrison – Office of the Town Supervisor
 - e. Town of New Castle – Office of the Town Administrator
 - f. Town of Ossining – Office of the Town Supervisor
 - g. Village of Ardsley – Office of the Village Manager
 - h. Village of Bronxville – Office of the Village Administrator
 - i. Village of Dobbs Ferry – Office of the Village Administrator
 - j. Village of Elmsford – Office of the Village Administrator
 - k. Village of Hastings on Hudson – Office of the Village Manager
 - l. Village of Irvington -- Office of the Village Administrator
 - m. Village of Mamaroneck -- Office of the Village Manager
 - n. Village of Ossining – Office of the Village Manager
 - o. Village of Pelham -- Office of the Village Administrator
 - p. Village of Pleasantville – Office of the Village Administrator
 - q. Village of Tarrytown -- Office of the Village Administrator
 - r. Village of Tuckahoe -- Office of the Village Administrator

IN WITNESS WHEREOF, the Parties have executed this IMA as of the date written above.

City of New Rochelle	
_____, 2022	By: _____
	_____, City Manager
Notary:	
_____, 2022	By: _____
	Notary Signature

Town of Cortlandt	
_____, 2022	By: _____
	Richard Becker, Town Supervisor
Notary:	
_____, 2022	By: _____
	Notary Signature

Town of Greenburgh	
_____, 2022	By: _____
	Paul Feiner, Town Supervisor
Notary:	
_____, 2022	By: _____
	Notary Signature

Town of Harrison
_____, 2022 By: _____
Richard Dionisio, Town Supervisor
Notary:
_____, 2022 By: _____
Notary Signature

Town of New Castle
_____, 2022 By: _____
Jill Simon Shapiro, Town Administrator
Notary:
_____, 2022 By: _____
Notary Signature

Town of Ossining
_____, 2022 By: _____
Dana Levenberg, Town Supervisor
Notary:
_____, 2022 By: _____
Notary Signature

Village of Mamaroneck
_____, 2022 By: _____
Jerry Barberio, Village Manager
Notary:
_____, 2022 By: _____
Notary Signature

Village of Pelham
_____, 2022 By: _____
Christopher Scelza, Village Administrator
Notary:
_____, 2022 By: _____
Notary Signature

Village of Pleasantville
_____, 2022 By: _____
Eric Morrissey, Village Administrator
Notary:
_____, 2022 By: _____
Notary Signature

Village of Tarrytown, Lead applicant community for NYS DEC grant project

_____, 2022

By: _____
Richard Slingerland, Village Administrator

Notary:

_____, 2022

By: _____
Notary Signature

Village of Tuckahoe

_____, 2022

By: _____
David Burke, Village Administrator

Notary:

_____, 2022

By: _____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN
CONTRACT FOR BOND COUNSEL SERVICES WITH
ORRICK, HERRINGTON & SUTCLIFFE, LLP**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for bond counsel services with Orrick, Herrington, Sutcliffe, LLP located at 51 West 52nd Street, New York, New York 10019-6142 from January 1, 2023 through December 31, 2023.

VILLAGE OF ARDSLEY
BOND COUNSEL CONTRACT
2023

This Agreement is entered into this 1st day of January 2023 by and between the Board of Trustees of the Village of Ardsley (hereinafter the "VILLAGE"), having its principal place of business for the purpose of this Agreement at 507 Ashford Avenue, Ardsley, New York 10502, and Orrick Herrington & Sutcliffe, LLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 51 West 52nd Street, New York, New York.

A. TERM

The term of this Agreement shall be from January 1, 2023 through December 31, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that the VILLAGE is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

The Bond Counsel shall:

1. Render an opinion in connection with the issuance of obligations by the VILLAGE regarding:
 - a. whether the VILLAGE's obligations have been properly authorized and issued and are valid,
 - b. that the essential sources of security for the VILLAGE's obligations have been legally provided for, and
 - c. that interest on the VILLAGE's obligations is exempt from federal income taxation.
2. Prepare a record that is sufficient to render the necessary legal opinions.
3. Participate in conferences and telephone discussions with representatives of the VILLAGE regarding the capital and/or cash flow financing requirements.
4. Draft authorizing documents for the Board relating to financings, and proceedings with respect to the sale of the VILLAGE's notes and/or bonds;
5. Advise the VILLAGE on best practices and recommended procedures, and make modifications to policy and procedure as requested by the VILLAGE for efficient operations and auditing requirements.
6. Provide advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations and the disclosure rules of the Securities and Exchange Commission;
7. Participate with VILLAGE and its financial advisors in scheduling and structuring each note and/or bond financing;
8. Assist in drafting and review of agreements, forms and underlying documentation relating to the financing;
9. Assist in the preparation and review of the official statement and other necessary documents, if any, used in the public offering of VILLAGE's notes and/or bonds;
10. Assist, upon request, in the negotiation of contracts and other matters related to the note and/or bond offering and rendering of additional opinions as to specific matters;
11. Provide administrative coordination of meetings and sale and closing arrangements;

4132-2575-1584 v.1

12. Consult with the VILLAGE, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
13. Attend to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
14. Prepare, draft and review closing papers including, but not limited to:
 - a. Certificate of Determination of the Village Treasurer,
 - b. Closing Certificate,
 - c. VILLAGE Attorney's Certificate, (if required)
 - d. Arbitrage and Use of Proceeds Certificate, and
 - e. Certificate with Respect to the Official Statement;
15. Prepare the form of the note and/or bond for each note and/or bond sale;
16. Prepare the draft opinion for each note and/or bond sale, and the furnishing of same to the credit rating agencies, as requested;
17. Prepare all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
18. Deliver securities to The Depository Trust Company in New York City to be held in escrow until the closing;
19. Render final approving legal opinion with respect to each financing;
20. Administer coordination of closings with the VILLAGE, financial advisor, underwriter and the Depository Trust Company;
21. Provide continuous and unlimited communication and assistance to the VILLAGE throughout the course of each financial transaction;
22. Meet Insurance Requirements.
23. Maintain and archive all claim files and will ensure strict confidentiality of all employee data, records, and files. Bond Counsel will not make available to any outside party, vendor, or sales or marketing organization, any records or information pertaining to VILLAGE or its employees.
24. Defend, indemnify and "hold harmless" the VILLAGE from any claim, demand, lawsuit, judgment, cost or expense, including reasonable attorney's fees, which arises from any negligent act or omission by Bond Counsel in the performance of services under this agreement for the VILLAGE. Not be responsible for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, strike, power failure, interruption or loss of telephone or telecommunication services, or governmental act of regulation; or the failure of the VILLAGE to provide complete and correct provider information and/or employee records and information.

C. COMPENSATION:

1. The VILLAGE shall pay CONSULTANT in accordance with the following fee

schedule, following the presentation of detailed invoices by CONSULTANT to the VILLAGE.

i. [SEE ATTACHED SERVICE AND FEE SCHEDULE]

2. The CONSULTANT shall submit invoices for payment on a per transaction basis.
3. The VILLAGE shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the VILLAGE may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the VILLAGE to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the VILLAGE terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers' Compensation, unemployment insurance, New York State Employees' Retirement System, health and dental insurance, or malpractice insurance or the like.
 - c. VILLAGE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
3. VILLAGE reserves the right to reject any of the CONSULTANT'S staff, which the VILLAGE, at its sole discretion, may deem unqualified.
 4. Defense /Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the VILLAGE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The

obligations pursuant to this provision shall survive the termination of this Agreement.

b. VILLAGE agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VILLAGE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

5. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
 - i. To Village: Village Manager
 - ii. To Consultant: Douglas E. Goodfriend, Esq.
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations arising under this Agreement shall be litigated in the Courts of Westchester County, New York.
10. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year above written.

CONSULTANT:

By: *Douglas Goodfriend*
Partner, Orrick Herrington & Sutcliffe, LLP

VILLAGE:

By: VILLAGE OF ARDSLEY, NEW YORK

Name: _____

Title: _____

ORRICK, HERRINGTON & SUTCLIFFE LLP
GENERAL OBLIGATION FEE SCHEDULE (2023)

BOND ANTICIPATION NOTES

<u>Principal Amount</u>	<u>Fee</u>
Up to \$ 99,000	\$ 685
\$100,000 to \$299,000	\$ 825
\$300,000 to \$599,000	\$ 935
\$600,000 to \$799,000	\$1,150
\$800,000 to \$999,999	\$1,425
\$1,000,000 to \$1,999,999	\$1,825 <i>plus</i> 85 cents per \$1,000 on amount over \$1,000,000
\$2,000,000 to \$2,999,999	\$2,825 <i>plus</i> 75 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to \$3,999,999	\$3,875 <i>plus</i> 65 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and \$19,999,999	\$5,215 <i>plus</i> 55 cents per \$1,000 on amount over \$4,000,000
\$20,000,000 to \$49,999,999	\$14,015 <i>plus</i> 50 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up	\$30,000 <i>plus</i> 40 cents per \$1,000 on amount over \$50,000,000
PLUS	\$300 for each extra set of closing papers (separate purchasers).
PLUS	A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).
PLUS	\$875 for review of Official Statement.
PLUS	\$350 for Material Events or Continuing Disclosure certification.
PLUS	\$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

NO INCIDENTAL EXPENSE CHARGES

CASH FLOW FINANCINGS

Budget or Deficiency Notes: Base fee \$975 plus 90 cents per \$1,000 plus \$25 for each extra specific purpose for which the notes are being issued.

RANs: Base fee \$975, plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of aid or revenue in anticipation of which the notes are being issued.

TANs: Base fee \$975 plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of taxes or assessments in anticipation of which the notes are being issued.

- PLUS** \$875 for review of Official Statement.
- PLUS** \$350 for Material Events or Continuing Disclosure certification.
- PLUS** \$350 for bond tax law review.

BOND ISSUES (PUBLIC SALE)

\$6,000 base fee **PLUS** (if applicable):

- 1) \$875 Review of Official Statement.
- 2) \$500 Review of bond insurance documents, if applicable.
- 3) \$350 Continuing Disclosure certification.
- 4) \$350 for Bond Tax Law Review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.
- 5) \$1.00/\$1,000 principal amount of the issue up to and including the first \$25,000,000 principal amount of the bond issue.
- 6) \$.75/\$1,000 thereafter.
- 7) A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

NO INCIDENTAL EXPENSE CHARGES

SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$4,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$6,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)
(E.G., ADVANCE REFUNDINGS, DISCOUNT BONDS)

Same as for public sale with the addition of hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance.

STATUTORY INSTALLMENT BONDS

\$1,750 base fee.

PLUS \$1.00/\$1,000 principal amount of the issue.

PLUS A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$1,500 for Town district formation proceedings including election proceedings required or desired.

\$1,500 for Town district consolidation proceedings.

\$750 for Town district Section 202-b improvement proceedings.

\$750 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum.

HOURLY RATES

All billing will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client in advance of performance of any duties to be based on hourly rates has been obtained.

NO INCIDENTAL EXPENSE CHARGES

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend
Thomas E. Myers
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151

**RESOLUTION AMENDING THE VILLAGE OF ARDSLEY'S
NON-UNION PERSONNEL POLICY**

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations;
and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby amends the Non-Union Personnel policy effective immediately.

Draft: For Discussion Purposes Only-11.18.22

Non-Union Village Employee Personnel Policy¹

ORIGINAL POLICY ADOPTED BY THE
ARDSLEY VILLAGE BOARD
OF TRUSTEES ON FEBRUARY 4, 2002.

HEALTH INSURANCE CONTRIBUTIONS INSTITUTED ON JUNE 1, 2012,
AND MEMORIALIZED BY VILLAGE BOARD
RESOLUTION ON JANUARY 7, 2013.

HEALTH INSURANCE BUY-OUT INSTITUTED ON JUNE 1, 2012,
AND MEMORIALIZED BY VILLAGE BOARD
RESOLUTION ON JANUARY 7, 2013.

REVISED POLICY ADOPTED BY THE ARDSLEY VILLAGE BOARD OF TRUSTEES ON AUGUST
2, 2021.

REVISED POLICY DRAFTED VILLAGE OF ARDSLEY TO INCLUDE ARDSLEY LIBRARY ON
OCTOBER 25,2022

12588163.4 10/17/2022

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1. APPLICABILITY

A full time employee is defined as one who works a regularly scheduled minimum of thirty-five (35) hours per week. Part time employees are those who are regularly scheduled to work a minimum of less than thirty-five (35) hours per week.

This Personnel Policy (“Policy”) applies to all salaried, full time employees of the Village of Ardsley, including Department Heads, who are not: (1) members of a bargaining unit represented by a certified bargaining representative; (2) covered by an individual agreement with respect to employment benefits; or (3) covered by a separate policy as a member of the Police Department or Department of Public Works (“DPW”). Such employees are referred to herein as “full time employees.” To the extent a full time employee has an individual agreement or is covered by a Departmental policy as described above, this Policy may still apply only if the employee does not receive same or similar benefits pursuant to an individual agreement with the Village and the policy herein does not conflict with the employee’s individual agreement with the Village or Departmental policy.

Full time employees shall be entitled to receive fringe benefits in accordance with the following provisions. Part time employees shall not be eligible or entitled to receive any leave time or health related benefits in accordance with this Policy, but shall be subject to all other personnel rules and regulations herein.

This Policy has been drafted and shall be construed and enforced in accordance with the substantive laws of the State of New York, and to the extent applicable, federal and local laws, rules and regulations. If any provision of this Policy (specific or general) is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but such shall not impair the legality or enforceability of any other provision of this Policy, and may be amended by the Village in accordance with applicable law at any time.

2. COMPLIANCE WITH VILLAGE POLICY

The Village Manager is responsible for ensuring compliance with all personnel policies, rules and regulations and is solely responsible for discipline up to and including termination, in accordance with all applicable laws.

3. TIME OFF

All time off must be requested by the employee in advance and approved by the Village Manager. Any requests to leave early or to arrive late must be submitted verbally or in writing and be approved in advance by the Village Manager. Employees habitually arriving late to work, leaving early or abusing leave time shall be subject to discipline up to and including dismissal.

For Library staff, all time off must be requested by the employee in advance and approved by the Library Director. Any requests to leave early or to arrive late must be submitted verbally or in writing and be approved in advance by the Library Director. Employees habitually arriving late to work, leaving early or abusing leave time shall be subject to discipline up to and including dismissal.

A. Vacation

Requests & Approval. For all non-union employees of the Village of Ardsley, all requests for vacation from must be made to the Village Manager in writing. Such requests may be granted at the sole discretion of the Village Manager upon examining the staffing needs for the day/week requested and the employees who have sought and received permission previously for the same day/week.

Any requests for vacation for the Ardsley Public Library staff must be made in writing to the Library Director for review. Such requests may be granted at the discretion of the Library Director upon examining the staffing needs for the day/week requested and the employees who have sought and received permission previously for the same day/week. Note that vacation time allocations are subject to review by the Village Manager.

Allotment. Full time employees shall receive the following paid vacation time:

<u>Length of time employed by the Village</u>		<u>Annual Vacation Allotment</u>
Three (3) to six (6) months	--	Five (5) work days
Six (6) to twelve (12) months	--	Five (5) additional work days for a total of ten (10) days during the first year of employment
One (1) to five (5) years	--	Fifteen (15) work days
Six (6) to nine (9) years	--	One additional work day each year up to nineteen (19) work days
Ten (10) years	--	Twenty (20) work days
Twelve (12) years	--	Twenty-three (23) work days
Fifteen (15) years	--	Twenty-five (25) work days

The Village Manager shall have the discretion to approve additional vacation time for newly hired department heads to respect their experience and benefits prior to joining the Village.

Carryover. Vacation leave may be carried over from the prior fiscal year but must be used by November 30th of the following fiscal year. Such carry over must be approved by the Village Manager in advance of the end of the fiscal year in which the vacation is accrued.

Payout. Full time employees may receive payment for accrued, unused vacation days upon resignation in accordance with Section 6(A) (Separation from Employment – Resignations) of this Policy

B. Personal Days

Full time employees are entitled to use up to five (5) personal days per annum with the prior written approval of the Village Manager. Personal days are prorated up until the employee's one year anniversary of employment with the Village.

An employee's unused personal leave days at the end of the fiscal year shall be credited to the employee's accumulated sick leave as of May 31st of that fiscal year. Accrued, unused personal days are not paid out to an employee upon separation from employment for any reason, including retirement, resignation or termination.

C. Bereavement Leave

Full time employees may take leave with pay for up to four (4) consecutive calendar days for the death of a member of the immediate family (spouse, child, mother, father, parents-in-law, grandparents, brother, or sister). Proof of death and applicable familial connection may be required by the Village Manager. For Library staff, proof of death, and applicable familial connection may be required by the Library Director.

D. Sick Leave

Full time employees shall accrue one (1) sick day per month for use during personal or family illness to be accumulated to a maximum of 220 days. Employees may utilize up to six (6) days, or with the prior approval of the Village Manager more than six (6) days, per calendar year of their accumulated paid sick leave days to care for a spouse, child, mother, father, parent-in-law, grandparent, brother or sister. Employees may not use sick days directly preceding or following an employee's use of vacation time or time-off due to a holiday unless the employee provides proof of such illness, such as a doctor's note, to the Village Manager upon the Village Manager's request. For Library staff, any approval and review of sick leave requests are the purview of the Library Director.

Full time employees shall be paid for half of his/her accumulated sick leave upon retirement so long as a pattern of abuse has not been established. A pattern of abuse may be defined as regular use of more than seven (7) sick days per year, as well as improper use (*e.g.*, Mondays and Fridays), absent some documented, chronic or life altering medical condition. Employees will forfeit payment for unused sick time if such pattern has been established during their employment. In the event of an employee's death, said payment shall be made to the deceased employee's beneficiary or estate, as the case may be. Employees shall not receive payment for accrued, unused sick leave for any reason other than retirement (*i.e.*, accumulated sick leave is not paid to employees who resign, are terminated, or separate from the Village's employ for any reason other than retirement).

Pursuant to Section 41-j of the New York State Retirement and Social Security Law the Village offers an optional sick leave benefit. In accordance with this optional sick leave

benefit, an employee may elect to use a portion of his/her sick leave accumulation for service credit and such portion of an employee's sick leave accumulation utilized for service credit shall correspondingly be deducted from his/her accumulated sick leave. If elected, up to 165 days of unused, unpaid sick leave may be credited as additional service.

E. Holidays

Full time employees are entitled to paid holidays* (15) only on the days Village Hall is closed for a holiday, which includes:

- | | |
|--------------------------|----------------------------------|
| New Year's Day | Martin Luther King Jr. Day |
| President's Day | Good Friday |
| Memorial Day | Juneteenth |
| Independence Day | Labor Day |
| Veteran's Day | Columbus/Indigenous People's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve (1/2 Day) | Christmas Day |
| New Year's Eve (1/2 Day) | |

*In lieu of a paid holiday for Abraham Lincoln's Birthday, non-union employee are entitled to a flexible floating paid holiday. Note that the floating holiday must be used within the calendar year and will not carry over. Floating holidays cannot be converted to sick/vacation time.

If any additional holiday is granted to any Village employee by virtue of a collective bargaining agreement, full time employees covered by this Policy shall also be entitled to those same additional holidays.

Full time Library employees are entitled to paid holidays (15) only on the days Village Hall is closed for a holiday, which includes:

- | | |
|---------------------------------------|----------------------------|
| New Year's Day | Martin Luther King Jr. Day |
| President's Day | Good Friday |
| Memorial Day | Juneteenth |
| Independence Day | Labor Day |
| Columbus/Indigenous People's Day | Veteran's Day |
| Day before Thanksgiving Day (1/2 day) | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve |
| Christmas Day | New Year's Eve (1/2 day) |

If any of the above holidays fall on a Saturday when the Ardsley Public Library is typically open and during which full-time staff would ordinarily be required to work, the full-time staff member is entitled to an appropriate amount of holiday time to be utilized within a six month period. The scheduling of this holiday time is at the discretion of the Library Director based upon staffing availability and needs.

F. Overtime / Compensatory Time

Unless otherwise provided by applicable law, department heads shall not be eligible for overtime or compensatory time.

Other employees shall be eligible for overtime only as required by the federal Fair Labor Standards Act and other applicable law.

G. Jury Duty

Full time employees are granted leave with pay for jury duty provided that any payments or reimbursements for such duty are turned over to the Village. An employee who reports for jury duty and is excused from serving before noon must report to work for the afternoon according to his/her work schedule. However, the combination of jury duty and Village work shall not amount to more than one normal workday.

4. TIMESHEETS

All employees, full time and part time, covered under this Policy shall be required to participate in attendance procedures, including contemporaneously maintaining and submitting a bi-weekly timesheet to the Village Treasurer as prescribed by the Village Manager.

5. RETIREMENT

The Village is governed by the rules and regulations of the New York State and Local Retirement System (NYSLRS). Employees with questions concerning retirement should contact the NYSLRS, and to the extent an employee has questions concerning Village policy, consult with the Village Manager and Village Treasurer.

6. SEPARATION FROM EMPLOYMENT

A. Resignations

A written letter of resignation is required to be provided to the Village Manager and filed with the Village Clerk by all employees intending to resign. The letter of resignation must be submitted at least thirty (30) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement. The thirty (30) day notice

requirement may be waived in writing by the Village Manager only for good cause and under unique circumstances that could not have been adequately anticipated.

For Library staff, a written letter of resignation is required to be provided to the Library Board and filed with the Ardsley Library by all employees intending to resign. The letter of resignation must be submitted at least thirty (30) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement. The thirty (30) day notice requirement may be waived in writing by the Village Manager only for good cause and under unique circumstances that could not have been adequately anticipated. The Library Director must submit a letter of resignation at least sixty (60) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement.

B. Retirement

Employees intending to retire must submit a letter of resignation for the purpose of retirement in accordance with the preceding paragraph. Employees contemplating retirement must be aware that the New York State Employees' Retirement System (NYSERS) has certain requirements, including notice requirements to NYSERS prior to retirement. Information concerning State requirements for filing for retirement benefits may be obtained from the Village Treasurer.

C. Dismissal

Employees who fail to fulfill their duties and responsibilities in a manner satisfactory to the Village, or do not abide by the policies of the Village, are subject to discipline up to and including immediate dismissal by the Village Manager, except as otherwise provided in the Civil Service Law or other applicable law.

For Village employees working at the Library who fail to fulfill their duties and responsibilities in a manner satisfactory to the Library Board, or do not abide by the policies of the Village and Ardsley Library, are subject to discipline up to and including immediate dismissal by the Library Board, except as otherwise provided in the Civil Service Law or other applicable law.

7. LONGEVITY

Full time employees shall be entitled to longevity payments based upon years of service with the Village as follows:

After completion of seven (7) years of service:	\$1,075 per annum;
After completion of ten (10) years of service:	\$1,125 per annum;
After completion of fifteen (15) years of service:	\$1,275 per annum;
After completion of twenty (20) years of service:	\$1,425 per annum;
After completion of twenty-five (25) years of service:	\$1,675 per annum;
After completion of thirty (30) years of service:	\$2,175 per annum.

Longevity payments shall be non-cumulative. Employees hired on or after June 1, 2018 shall receive their longevity payments on the payroll period following their hiring anniversary date.

8. HEALTH INSURANCE

The Village offers hospitalization and health insurance coverage to non-unionized full time employees under the same plan(s) providing coverage to the Village's unionized employees.

Those eligible may elect family or individual health insurance coverage. Full time employees with family health insurance coverage shall contribute two percent (2%) of his/her base wage towards the health insurance premium or cost. Full time employees with individual health insurance plan coverage shall pay one percent (1%) of his/her base wage towards the health insurance premium or cost.

All contributions shall be deducted on a "pre-tax" basis.

The employee shall be responsible to pay 100% of their respective deductibles.

Retirees from full time positions who have served for at least ten (10) years with the Village at the time of retirement are eligible for retiree health insurance from the Village and may elect to receive medical coverage for themselves and eligible family members. Retirees from full time positions hired by the Village before June 1, 2021 shall not contribute for the provision of such benefit. Retirees from full-time positions hired by the Village on or after June 1, 2021 shall contribute fifteen percent (15%) of the premium cost for either individual or family coverage. Retirees from full-time Village employment who have served for less than ten (10) years with the Village may elect to participate in the health insurance plan at their own cost.

A surviving spouse and/or eligible family members may elect to participate in the health insurance plan totally at his or her own expense in accordance with the rules and regulations of the Village's health insurance provider.

9. HEALTH INSURANCE BUYOUT

The Village shall offer an optional buy-out of health insurance coverage for all full time employees. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Village on a form provided by the Village Treasurer's Office known as a Request to Decline and Waive Health Insurance Coverage that he/she is selecting to decline and waive the health insurance coverage provided by the Village.

An employee who declines and waives individual health insurance coverage as provided above shall be paid One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per year in equal monthly amounts during the fiscal year. An employee who declines and waives family health insurance coverage as provided above shall be paid Five Thousand Dollars (\$5,000.00) per year in equal monthly amounts during the fiscal year. The buy-out shall be pro-rated in the event the employee resumes health insurance coverage due to a qualifying event during that fiscal year, *e.g.*, loss of health insurance coverage by spouse.

Employees shall not be eligible for the health insurance buy-out under this Section if the New York State Health Insurance Program (“NYSHIP”) adopts regulation(s) which require that the Village must still contribute the health insurance premiums for employees who have opted for the health insurance buy-out.

An employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village that he/she is covered by health insurance under a different plan. An employee who had elected to receive the buy-out and elected to reinstate coverage under the plan provided by the Village is required to provide written notice to the Village on the Request to Resume Health Insurance Coverage Form, to be provided by the Office of the Village Treasurer. The effective date of the employee’s re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village shall notify the plan upon notice by the employee of the Village’s decision to re-establish health insurance coverage through the Village.

10. DENTAL & VISION INSURANCE

Full time employees shall be entitled to individual coverage under a dental plan offered by the Village. The Village shall pay one hundred percent (100%) of the premium or the cost of such insurance.

Full time employees have the option of family dental insurance coverage by contributing ten (10%) of the cost of the premiums to a maximum payment by the employee of One Hundred Twenty Dollars (\$120) per year.

Please bear in mind that limited **vision coverage** is currently available with the dental insurance policy at “no additional cost.” Should that “no additional cost” vision coverage no longer be available with the Village’s current dental insurance plan, the Village is under no obligation to continue vision insurance coverage under another policy.

The Village does not offer or provide any dental or vision insurance coverage to retirees.

11. LIFE INSURANCE

The Village shall provide \$50,000.00 term life insurance for each full-time non-union employee.

12. EFFECT OF THIS POLICY

This Policy does not constitute an employment contract or agreement between the employees covered by this Policy and the Village. The terms and conditions set forth in this Policy are subject to change by resolution of the Board of Trustees of the Village at its sole discretion.