



AGENDA

Ardasley Village Board of Trustees

8:00 PM - Monday, November 7, 2022

In Person At

Village Hall -Court Facility

507 Ashford Avenue-Ardsley, New York

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

Page

1. PLEDGE OF ALLEGIANCE & ROLL CALL

2. CONTINUATION OF PUBLIC HEARING

In the Matter of Discussing Chapter 81 Entitled
"Community Choice Aggregation (Energy) Program"
of the Ardsley Village Code

3. ANNOUNCEMENT OF EXIT SIGNS

4. APPROVAL OF MINUTES:

4.a Board of Trustees Regular Meeting Minutes
October 17, 2022

5. DEPARTMENT REPORTS

5.1. LEGAL

5.1.a Village Attorney Robert J. Ponzini

5.2. MANAGER

5.2.a Village Manager Joseph Cerretani

5.3. TREASURER

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5.3.a November 7, 2022 Abstract Report

5.4. BUILDING

No Building Department Report

5.5. FIRE

No Fire Department Report

5.6. POLICE

No Police Department Report

5.7. MAYOR'S ANNOUNCEMENTS

5.8. COMMITTEE & BOARD REPORTS

6. OLD BUSINESS:

52 - 59

6.a Consider a Resolution to Amend Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code

7. NEW BUSINESS:

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7.a Consider a Resolution to Approve and Accept the Settlement of Sunshine Ardsley Corp. Section 6.50 Block 34 Lot 14

62 - 73

7.b Consider a Resolution Authorizing the Village Manager to Execute An Agreement for Branding Services with Crafted New York for the Community Branding Initiative

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7.c Consider a Resolution Authorizing Village Manager to Sign an Agreement for Grid Rewards Program with Energy Technology Savings, DBA Logical Buildings

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7.d Consider a Resolution to Amend Blood Borne Pathogens Policy

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7.e Consider a Resolution to Schedule a Public Hearing to Amend Chapter 180 Article II Entitled "Senior Citizens Tax Exemption" of the Ardsley Village Code

8. VISITORS RECOGNITION

9. CALL FOR EXECUTIVE SESSION

10. ADJOURNMENT OF MEETING

11. UPCOMING MEETINGS & EVENTS

November 8th Recreation Commission Meeting
5:00 pm

November 8th Multicultural Diversity & Inclusion
Meeting 7:30 pm

November 9th Homework Helpers 3:00 pm

November 9th Senior Citizens Musical Bingo/Pizza
Party 12:00 pm

November 10th MDI: Community Conversations
6:30 pm

**November 11th: ALL OFFICES CLOSED FOR
VETERANS DAY**

November 14th Planning Board Meeting 8:00 pm

November 15th Board of Architectural Review
Meeting 8:00 pm

November 16th Homework Helpers 3:00 pm

November 16th Senior Citizens Trip to Arthur
Avenue 11:30 am

November 16th Sky Gazing with the Ardsley Police
6:30 pm

November 17th Library Board Meeting 7:30 pm

November 18th Middle School Hangout 3:00 pm

November 18th Friday Night Field Night-"Under the
Lights" 4:00 pm

November 19th Turkey Shoot 9:00 am

12. NEXT BOARD MEETING:

Board of Trustees Work Session November 16,
2022 7:30 pm

Board of Trustees Legislative Meeting November
21, 2022 8:00 pm



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, October 17, 2022

In Person At

Village Hall -Court Facility

507 Ashford Avenue-Ardsley, New York

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

1. PLEDGE OF ALLEGIANCE & ROLL CALL Mayor Kaboolian called to order the Regular Meeting at 8:01 P.M.

Roll Call:

Mayor Nancy Kaboolian

Deputy Mayor/Trustee Andy DiJusto

Trustee Steve Edelstein

Absent: Trustee Asha Bencosme

Trustee Craig Weitz

CONTINUATION OF PUBLIC HEARING In the Matter of Discussing Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code

1. Mayor Kaboolian opened the Continuation of the Public Hearing at 8:01 p.m. in the matter of amending Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code.

All members of the Board were in agreement to hold over this Public Hearing until the next Legislative Meeting on Monday, November 7, 2022.

PROCLAMATION-Arbor Day

1. Trustee Edelstein read the Arbor Day Proclamation:

ARBOR DAY PROCLAMATION

WHEREAS, on January 4, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was observed with the planting of more than a million trees in Nebraska on April 8, 1874, and in 1875 became a legal holiday in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, store carbon and thus mitigate climate change, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community;

NOW THEREFORE BE IT RESOLVED, that Mayor Nancy Kaboolian does hereby proclaim Saturday, October 22, 2022 as Arbor Day in the Village of Ardsley and urges all citizens to support efforts to care for our trees.

2. Trustee Edelstein read the Designating November as "Monarch Butterfly Month" Proclamation

NOVEMBER-MONARCH BUTTERFLY MONTH PROCLAMATION

WHEREAS, monarch butterflies are probably the best-known butterflies in North America. Monarch butterflies are found throughout the U.S. (including Hawaii, but not Alaska), southern Canada, southern Portugal and Spain, Caribbean Islands, Australia, New Zealand, and other Pacific Islands; and

WHEREAS, the large and brilliantly colored monarch butterfly is among the most easily recognizable of the butterfly species that call North America home. Their

wings are a striking deep orange with black borders and veins, and white spots along the edges; and

WHEREAS, twenty years ago, more than one billion Eastern monarch butterflies migrated to Mexico but in the winter of 2014, only 60 million monarchs made the trip; and

WHEREAS, the monarch population has declined by more than 95% since the 1980s. Habitat loss and fragmentation, extreme weather events, invasive species, and pesticide/herbicide use have contributed to the decline of monarch butterflies and other pollinators in the United States; and

WHEREAS, the monarch butterfly has been listed as Endangered by the International Union for Conservation of Nature (IUCN), a global authority on the conservation status of species. An endangered listing means the species is likely to go extinct without significant intervention; and

WHEREAS, simply changes in landscaping practices can make a big difference for the monarchs. By incorporating specific garden elements like native milkweed (for breeding) and other native wildflowers (for feeding), the Village and every resident of Ardsley can create habitats to help save the monarchs; and

WHEREAS, the Village of Ardsley can play a critical role in helping to save the monarch butterfly by providing habitats in public parks, community gardens, office buildings, recreation centers and libraries. Schools, homes, and businesses can all provide essential habitat for monarch too; and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Ardsley will pledge to help restore habitat for the monarch and will support the use of native plants in Village property that support Monarchs, pollinators, and native wildlife, where possible, and ensure the Village will make efforts to educate residents and local businesses on the importance of preserving healthy native plant habitats for the conservation of our local ecosystems: and

NOW, THEREFORE, BE IT FURTHER RESOLVED I, Nancy Kaboolian, Mayor of Ardsley, do hereby proclaim November 2022, "MONARCH BUTTERFLY MONTH" in the Village of Ardsley.

Trustee Edelstein thanked Carol Sommerfield, member of CAC for putting this proclamation together.

2. ANNOUNCEMENT OF EXIT SIGNS

3. APPROVAL OF MINUTES:

3.1 October 3, 2022 Regular Meeting Minutes

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

Carried by the following votes: 3-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein

Nays: None

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of October 3, 2022 as submitted.

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 report:

PAVING: Our paving program for the 2022 year is complete. We were able to complete the work on Windsong Road and Jordan Lane.

CURBING: Curbing work has begun on Lincoln Ave and will continue over the upcoming weeks into the winter season. 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.

ARBOR DAY EVENT: We will be hosting an Arbor Day tree planting event this Saturday, October 22 at 9am at Pascone Park. We encourage the community to participate, all materials and supplies will be provided. We are excited to take this important step towards earning a Tree City designation.

A/V UPGRADE IN BOARD ROOM: All equipment has been delivered and configured and work will begin tomorrow and hope to be completed by the end of the week.

3. TREASURER

3.a October 17, 2022 Abstract Report

Village Manager Cerretani read the September 6, 2022 Abstract Report as follows:
From the General Fund: \$267,623.82 from the Trust & Agency Fund: \$10,022.71 and
from the Capital Fund: \$517,750.00, Sewer Fund: \$450.00.

**Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously.
Carried by the following votes: 3-0-0**

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein

Nays: None

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$267,623.82 from the Trust & Agency Fund: \$10,022.71 and from the Capital Fund: \$517,750.00 Sewer Fund: \$450.00.

4. BUILDING

4.a September 2022 Building Department Report

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

- 15 Building permits
- 13 Application fees
- 12 Certificates of Occupancy
- 10 Plumbing permits
- 11 Electrical permits
- 7 Title Searches
- 3 Miscellaneous

Total received - \$17,537.25

Other activities-

- 77 Building inspections
- 22 Zoning inspections
- 0 Fire Inspections
- 8 Violations
- 2 Warnings
- 3 Appearance Tickets

5. FIRE

5.a Mayor Kaboolian accepted the September 2022 Fire Department report under submission:

September 2022 Fire Department Report

September 11th Members attended annual 9/11 ceremony and remembrance

September 15th Chief Knoesel along with award receipts attended the Westchester County Volunteer Firefighters Association Convention and dinner in Mohegan Lake.
September 17th Members attended WCVFA annual parade.
September 21st thru 25th Members held the annual Fire Department Carnival
September 28th Chiefs attended Battalion meeting in Tarrytown

27 Call for the Month of September 2022

Training Officers Report September 2022

September 1st Gas powered tool maintenance, training hours 18.00, 9 members present
September 8th Deck gun operations, training hours 45.00. 18 members present
September 15th Cleaned apparatus floor and apparatus for county parade, training hours 34.00, 17 members present
September 22nd maintenance on hydro rams & calibrated gas meters, training hours 15.00, 10 members present
September 29th compartment review, training hours 13.50, 9 members present

Online training McNeil & Company:

Training 125.5 hours
Inspection 0.00 hours
Maintenance 0.00 hours
New York State 0.00 hours
Online training McNeil & Com 0.00 hours
Total: 125.5 Hours

6. POLICE

- 6.
 - a Mayor Kaboolian accepted the September 2022 Police Department Report under submission.
 - Monthly Report September -2022
 - Property lost or stolen -\$5,436.00
 - Property Recovered---- \$2,000.00
 - Court fines and fees --- \$87,280.00
 - Alarm fines and fees--- \$ 1,465.00
 - Meter collection-----\$1,967.20
 - Traffic Accidents-----10
 - Arrests----- 4
 - Calls for service-----285
 - Investigations-----14
 - Impounded vehicles----- 3
 - UTT summonses issued---- 30

Parking summonses issued- 31
Appearance tickets issued— 5
Total summonses issued----- 66

September Events 2022

Training Total training of the month of September -282 hrs. which consisted of training in Juvenile law, prevention of school shootings and firearms.

Community Policing

Community Policing officers conducted the following events:

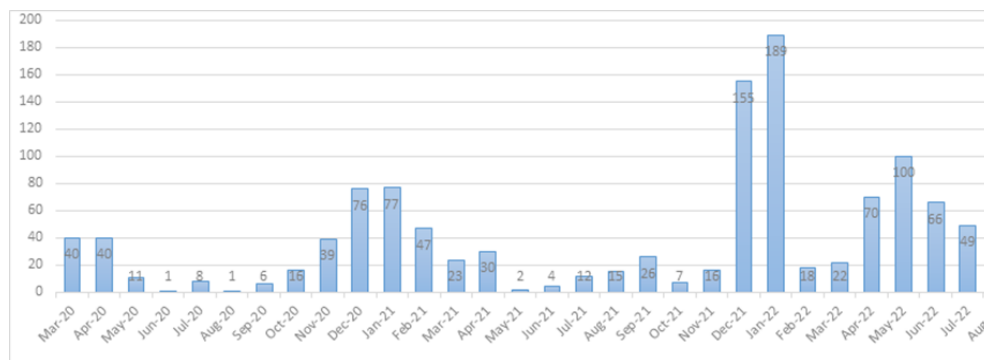
CPO attended AHS staff meeting and safety meeting
CPO attended CRS kindergarten welcoming meet & greet
CPO attended AHS senior class BBQ event
CPO participated first day of school meet & greet
CPO attended AHS 9th, 10th, 11th & 12th grade school safety assembly
CPO conducted & assisted with AHS lock down drill
CPO & Rec Department sponsored movie in the park event
CPO assisted & conducted fire drills in all three schools
CPO participated in AMS back to school night 5th, 6th, 7th & 8th grades
CPO attended AHS safety meeting
CPO attended Parks & Rec master plan focus group meeting
CPO conducted child seat check event 13 seats checked and installed
CPO conducted 4 child seat installations via appointment
CPO sponsored Ardsley Senior Citizens BBQ event
CPO attend back to school night in all three schools
CPO participated and conducted for AHS DWI distracted driver simulator all grades
CPO attended PACS (police & community together) meeting
CPO assisted & conducted lock down drill at AHS

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 of an emergency.

Coronavirus 2019

Ardsley Village Covid-19 cases



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.

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Attended the graduation of 9 Emergency Medical Responders for ASVAC. Thanked Tony Rabadí and Chief Greenfeld for all their hard work. ASVAC currently has about 70 members.
- Attended a meeting with Greenburg regarding the Lawrence Street property.

- A number of residents have come forward to discuss traffic safety.
- Attended our annual garage sale that was well attended.
- Invited to attend to attend the Climate Mayor's Roundtable with John Padesta White House Advisor for Clean Energy.
- Arbor Day Event Saturday, October 22nd at 9:00 am -Tree Planting in observance & celebration of Arbor Day

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto announced the following:

- Attend Home Coming Football Event at the Ardsley High School that was well attended.
- Attended Traffic Committee Meeting and will be bringing back the Drive Safe Ardsley Program. Our residents need to slow down. There will be a presentation either on November 7th or November 21st
- Saturday, October 22nd @10 am:
Historical Society Obtains Recognition for the American Encampment
In the summer of 1781 (over 240 years ago) 4,000 soldiers were camped on both sides of Military Road (now known as Heatherdell Road). The property on the North side of the road is where Ardsley High School is now located. These soldiers were part of the Continental Army under the leadership of General George Washington, that was fighting in the American Revolution. They camped and trained here for 6 weeks (from July 6 to August 19) under officers such as Alexander Hamilton. In May, 2021 the Ardsley Historical Society applied for an historical marker to recognize this significant event in Ardsley's history. In December our application was approved along with a grant to purchase the marker. At the end of June that marker was installed at the entrance to the high school property on Farm Road. A dedication ceremony is planned for Saturday, October 22 at 10 am.
Please help us celebrate this milestone by becoming a member or renewing your membership at ardsleyhistoricalsociety.org/membership. If you have any questions, please call (914) 393-3222.
- Sunday, October 23rd 2:00 pm: The Ardsley Historical Society Presents-
The Croton Aqueduct
The Ardsley Historical Society announced a new program on the Croton Aqueduct which will take place on Sunday, October 23rd. at the Ardsley Public Library at 2:00 pm
For more information regarding this event please call the Library at 914-693-6636 or contact the Ardsley Historical Society (914) 393-3222.

Trustee Edelstein announced the following:

- Diwali Celebration! Saturday, October 22nd 2:00 pm
Event will take place at Pascone Park, Ardsley NY

Live DJ & Music Performances, Dance Party, Cultural Presentations, Interactive Bollywood Dancers, Learning Cricket, Food (for purchase), Lantern Making DIYA Decorations, and more....Free Admission Please bring non perishable canned/boxed food items to support Caring Cupboard! www.bridgingdots.org For more information regarding this event or to volunteer please email: multicultural@ardsleyvillage.com This event will be held at Pascone Park (rain date Oct 23rd.)

- Movie in the Park, October 28th at 6:15 pm Join us for a Movie Night in the Park. Ardsley Rec is showing Casper the Friendly Ghost on Friday, October 28th at 6:15 in Pascone Park. Bring picnic blankets/chairs.
- Ardsley Cares Day is returning on October 29. Part of the event includes clothing and food drives. Ardsley Cares Day volunteers are collecting gently used fall and winter clothing and coats (all sizes), non-perishable food, and other necessary goods for local organizations ([see the complete list here](#)). There will be drop off boxes at Concord Road School, Ardsley Middle School, Ardsley Village Hall and Ardsley High School between October 22-28. The Ardsley Police Department has graciously offered to collect donations from October 25-28 in a yellow school bus parked out at Village Hall Parking lot. Ardsley Cares Day has over 20 activities taking place in one day. If you want to volunteer to support donation drives, local cleanups and an all-ages Halloween parade! Sign up here. <https://www.signupgenius.com/go/10c0f48a5a62ca3fac34-ardsley>
- Halloween Trunk & Treat - Our 4th Annual Trunk or Treat will be Saturday, October 29th. Parents and children will park at Pascone Park parking lot by the gazebo at 12:45 pm. They will then line up immediately and march up to the Middle School Parking Lot where decorated cars will be properly distanced. Anyone interested in decorating their vehicle and handing out candy, please contact Recreation Supervisor Trish Lacy at placy@ardsleyvillage.com or call the Recreation Dept (914) 693-8012. Candy MUST be pre-wrapped and provided by car owners Please don't forget masks and anyone handing out candy MUST wear gloves! --- In case of inclement weather, the event will be cancelled --- We are always looking for volunteers to decorate their trunk for this event. If you would like to volunteer, reach out to Trish Lacy at 914-693-8012 or email placy@ardsleyvillage.com
- Public Meeting Parks & Recreation Master Plan
The Village of Ardsley is developing a village-wide Parks and Recreation Master Plan. The purpose of the plan is to identify our community's park and recreation needs so that we can work to address the most pressing concerns and proactively plan for the future. To do that, we need your help. Please join us a public meeting to share your ideas for improving our parks and rec program offerings and to learn more about the process so far. Public Meeting Thursday, November 3rd from 6-8 PM Ardsley Village Hall, 507 Ashford Avenue.

- Multicultural Committee to Host Community Conversations Come together with your neighbors to learn more about each other and form meaningful connections. (Breakout locations TBD) Meet in small groups with a Facilitator at appointed Village of Ardsley locations. Join us back at the Firehouse for refreshments at the end of the evening, so we can share insights and suggestions to make our community stronger. Registration Mandatory, Deadline November 4th. To join us, please register here: <https://forms.gle/53BCWJE4wyHN4Gu56>

5. OLD BUSINESS:

- 5.1 Continued Discussion/Consider a Resolution Granting Permission to Convert the Vacant Space Located at 800 Saw Mill River Road into a Day Spa

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously as amended.

Carried by the following votes: 3-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein

Nays: None

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed change of use to convert the vacant space at 800 Saw Mill River Road into a day spa as presented by the applicant.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation and number of employees will be from 9:00 am to 8:00 pm, seven days per week with two (2) employees.
5. The business owner must provide copies of the cosmetology and message therapist licenses and all employees providing these services must be licensed.
6. The business must comply with all of the regulations pertaining to the cosmetology and message therapist licenses.
7. The retail sale of any products, including cosmetics and therapeutics is prohibited.
8. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
9. Any conditions the Village Board deems appropriate.
10. Any conditions the Village Attorney or Village Manager deem appropriate.

- 5.2 Consider a Resolution to Amend Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code

All members of the Board were in agreement to TABLE this resolution until the next meeting Legislative Meeting. RESOLVED, Consider a Resolution to Amend Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code

6. NEW BUSINESS:

- 6.1 Consider a Resolution to Schedule a Public Hearing to Repeal and Replace Chapter 64 Entitled "Building Construction" of the Ardsley Village Code

Moved by Trustee Edelstein, Seconded by Trustee DiJusto and passed unanimously. Carried by the following votes: 3-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein

Nays: None

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, November 21, 2022 at 8:00 p.m. or soon thereafter to discuss repealing and replacing Chapter 64 entitled "Building Construction" of the Ardsley Village code 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.

1. 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.

2. 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 Counsel 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 Counsel 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 Counsel 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) 180days 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 Villagea 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.

- 6.2 Consider a Resolution of the Mayor and Board of Trustees Declaring Lead Agency and Scheduling of Public Hearing on Proposed Zoning Text Amendments to Allow Accessory Dwelling Units in Single Family Residences

**Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously.
Carried by the following votes: 3-0-0
Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein
Nays: None**

Absent: Trustee Bencosme, Trustee Weitz WHEREAS, in February 2021, the Village of Ardsley Board of Trustees (the Village Board) adopted a duly prepared Comprehensive Plan and Local Waterfront Revitalization Program (LWRP) which included significant public input including public hearings and an environmental review as required by the New York State Environmental Quality Review (SEQR); and

WHEREAS, the Comprehensive Plan outlined certain goals and objectives related to diversifying the current housing stock, enhancing additional opportunities for housing, and increasing housing availability and affordability; and

WHEREAS, Section 200-13 of the Code of the Village of Ardsley provides for the process and procedures for amendments to the Village's Zoning Code, and accordingly a draft of proposed zoning text amendments to allow accessory dwelling units (ADU) in single family residences (the Proposed Action) has been prepared for Village Board review; and

WHEREAS, on March 9, 2022, September 14, 2022 and on October 17, 2022, at regularly scheduled meetings of the Village Board, the Board did review and discuss the proposed zoning revisions; and

WHEREAS, the Village Board, under Section 7-700 of New York State Village Law and Section 200-13 of the Code of the Village of Ardsley, is the only duly authorized legislative body that has the authority to approve the Proposed Action; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board, given its exclusive authority to amend the zoning code does hereby declare itself to be the Lead Agency under SEQR for the review and environmental determination for the Proposed Action; and be it further

RESOLVED, that the Village Board does hereby schedule a public hearing to be held at Village Hall on November 21, 2022, in which all members of the public are invited to participate; and be it further

RESOLVED, that the Village Board does hereby direct the Village Clerck to circulate a public hearing notice for the Proposed Action along with this resolution, the proposed zoning amendments and any other related material to the following list of Interested Agencies:

Village of Ardsley Planning Board
Village of Dobbs Ferry
Town of Greenburgh
Westchester County Department of Planning
New York State Department of Environmental Conservation
New York State Department of Transportation
New York State Thruway Authority; and be it further

RESOLVED, that a copy of the proposed zoning amendments will be available on the Village of Ardsley Web-site for public review and comment.

- 6.3 Consider a Resolution to Schedule a Public Hearing to Consider a Request for Outdoor Seating At Booskerdoo Coffee & Baking Co. 718 Saw Mill River Road

**Moved by Trustee Edelstein, Seconded by Trustee DiJsuto and passed unanimously.
Carried by the following votes: 3-0-0
Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein
Nays: None**

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, November 21, 2022 at 8:00 p.m. or soon thereafter to consider a request for permission for outdoor seating in front of the coffee shop located at 718 Saw Mill River Road; and

BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley declares itself as Lead Agency for this application.

- 6.4 Consider a Resolution to Schedule a Public Hearing to Consider a Request to Hold an Outdoor Event Sponsored by Board's Head Provisions at Ardsley Market Fresh 645 Saw Mill River Road

**Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously.
Carried by the following votes: 3-0-0
Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein
Nays: None**

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, November 21, 2022 at 8:00 p.m. or soon thereafter to consider a request to hold an outdoor event sponsored by Boar's Head Provisions at Ardsley Market Fresh 645 Saw Mill River Road; and

BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley declares itself as Lead Agency for this application.

7. VISITOR RECOGNITION

8. CALL FOR EXECUTIVE SESSION-PERSONNEL MATTERS

9. ADJOURNMENT OF MEETING

9.1 Adjournment

**Moved by Trustee Edelstein, Seconded by Trustee DiJusto and passed unanimously.
Carried by the following votes: 3-0-0
Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein
Nays: None**

Absent: Trustee Bencosme, Trustee Weitz RESOLVED, that the Village Board of the Village

of Ardsley Hereby adjourns the regular meeting of Monday, October 17, 2022 at 8:40 p.m. to enter into Executive Session for Personnel Matters.

10. UPCOMING MEETINGS & EVENTS October 18th Board of Architectural Review

Meeting 8:00 pm

October 19th Senior Citizens Talk on Healthy Eating 12:00 pm

October 19th Homework Helpers 3:00 pm

October 21st Middle School Hangout 3:00 pm

October 22nd Arbor Day Event 9:00 am

October 22nd Historical Society American Encampment Event 10:00 am

October 22nd Diwali Celebration 2:00 pm

October 23rd Historical Society The Croton Aqueduct 2:00 pm

October 26th Senior Citizens Bingo 12:00 pm

October 26th Zoning Board of Appeals 8:00 pm

October 27th Library Board Meeting 7:30 pm

October 28th Movie Night in the Park 6:15 pm

October 29th Halloween Trunk & Treat Festival 1:00 pm

November 1st Board of Architectural Review Meeting 8:00 pm

November 3rd Public Meeting Parks & Rec Master Plan 6:00 pm

11. NEXT BOARD MEETING: Board of Trustees Legislative Meeting November 7, 2022 8:00

pm

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

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF November 7, 2022

GENERAL FUND \$235,075.64

TRUST & AGENCY FUND \$4,081.47

CAPITAL FUND \$70,587.20

SEWER FUND \$1,000.00

Date	Vendor Name	Description	Amount
10/14/2022	ALFREDO DIVITTO	Service for 10-3 to 10-14	\$412.00
10/18/2022	VINCENT GIORDANO	Service for 10-3 to 10-14	\$206.00
10/28/2022	ALFREDO DIVITTO	Service for 10-13 to 10-28	<u>\$463.50</u>
		Building Dept. Subtotal	\$1,081.50
11/2/2022	Jessennia Ortiz	Security Deposit Refund	\$250.00
11/3/2022	Amanda Pedernacht	Security Deposit Refund	\$250.00
10/14/2022	VERIZON	Usage 10-10 to 11-9	\$49.97
10/20/2022	OPTIMUM	Usage for 10-8 to 11-7	\$29.95
10/18/2022	superior Building Maintenance	October Cleaning Service	\$290.00
10/25/2022	PATRICIA LACEY	tablecloths	\$29.95
10/27/2022	BSN SPORTS INC.	electric ball pump	\$94.99
10/27/2022	Event DJ Team LLC	movie, and trunk and treat DJ	\$300.00
10/27/2022	Event DJ Team LLC		\$400.00

10/27/2022	James Andrew Gante Jr	Pee Wee Soccer instructor	\$432.00
10/19/2022	CON EDISON	Usage for 9-8 to 10-7	\$161.78
10/27/2022	Quench USA, Inc	Usage for 8-1-22 to 10-31-22	\$117.00
11/2/2022	TERMINIX PROCESSING CENTER	October Service	\$67.00
10/18/2022	Sam's Club	Table for Community Center	<u>\$239.92</u>
		Community Center Subtotal	\$2,712.56
10/14/2022	VERIZON	Usage 10-10 to 11-9	\$489.04
10/19/2022	CON EDISON	Usage for 9-8 to 10-7	\$478.24
10/27/2022	VERIZON	Usage for 10-22 to 11-21	\$34.64
11/2/2022	VILLAGE OF DOBBS FERRY	Fire Diesel Usage	\$342.91
11/2/2022	VILLAGE OF DOBBS FERRY	Fire Gas Usage	\$865.58
1/24/2022	MOTOROLA SOLUTIONS	FD EQUIPMENT	<u>\$6,524.10</u>
		Fire Dept. Subtotal	\$8,734.51
10/20/2022	JAMES J HAHN ENGINEERING PC	Flooding Village Wide	\$1,620.00
10/21/2022	JAMES J HAHN ENGINEERING PC	Addyman Square Improvements	\$1,775.00
10/25/2022	CURRY CHEVROLET	s-hub	\$365.74
10/25/2022	CURRY CHEVROLET	coolant	\$47.42
10/25/2022	AIRGAS	oxygen tank/zip wheel	\$165.01
10/25/2022	KIMBALL-MIDWEST	misc parts/garage	\$469.97
10/25/2022	KIMBALL-MIDWEST	misc parts/garage	\$42.60
11/2/2022	ORTIZ WELDING	rolled rod	\$46.00
11/2/2022	SANITATION EQUIPMENT CORP	pigtail	\$53.47
11/2/2022	SCARSDALE FORD INC.	element/oil	\$183.49
11/2/2022	SCARSDALE FORD INC.	element	\$17.59
11/2/2022	ALEX AUTO GLASS	windshield	\$280.00
10/25/2022	CORSI TIRE	re-cap tires	\$1,348.00
10/18/2022	PARKWAY PEST SERVICES	October Service	\$150.00
10/18/2022	PARKWAY PEST SERVICES	September Service	\$150.00
11/2/2022	VILLAGE OF DOBBS FERRY	Highway Diesel Usage	\$6,213.63
11/2/2022	VILLAGE OF DOBBS FERRY	Highway Gas Usage	\$615.02
10/20/2022	SAW MILL STONE & MASONRY SUPPL	gravel/sand/cement	\$151.25
10/20/2022	SAW MILL STONE & MASONRY SUPPL	Credit	-\$75.20
11/2/2022	SAW MILL STONE & MASONRY SUPPL	gravel	\$64.00
11/2/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$20.48
11/2/2022	SAW MILL STONE & MASONRY SUPPL	diamond blade	\$79.97
10/20/2022	JAMES J HAHN ENGINEERING PC	American Legion Parking	\$150.00
10/20/2022	JAMES J HAHN ENGINEERING PC	American Legion Revolutionary	\$397.50

10/20/2022	JAMES J HAHN ENGINEERING PC	Revolutionary RD Sidewalks	\$397.50
10/20/2022	JAMES J HAHN ENGINEERING PC	SMRR Parking Lot	\$637.50
10/20/2022	SAW MILL STONE & MASONRY SUPPL	trowel handle	\$55.97
10/20/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$42.75
10/20/2022	SEA BOX INC	sea box rental	\$250.00
10/25/2022	SAW MILL STONE & MASONRY SUPPL	wall caps/glue/caulk	\$421.00
10/24/2022	READERS HARDWARE INC	Clorox	\$37.74
10/24/2022	READERS HARDWARE INC	Spray, Bags	\$37.42
10/24/2022	READERS HARDWARE INC	Armorall	\$11.98
10/25/2022	RCA ASPHALT LLC	blacktop	\$856.80
10/20/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$2,192.50
10/20/2022	JAMES J HAHN ENGINEERING PC	Addyman Square Improvements	\$345.00
10/20/2022	JAMES J HAHN ENGINEERING PC	Heatherdell 3 Revolutionary	\$337.50
10/25/2022	MONTESANO BROTHERS INC	Milling & Paving Application 1	\$140,250.52
10/20/2022	EXPANDED SUPPLY PROD INC	spreader parts	\$527.21
11/2/2022	WESTCHESTER TOOL RENTALS	plow oil	\$67.96
11/1/2022	RED'S AUTO & TRUCK PARTS	Toggle Switch Kit	\$205.90
10/14/2022	READERS HARDWARE INC	Gloves, Caster	\$223.14
10/14/2022	READERS HARDWARE INC	Hand Soap	\$9.98
10/14/2022	READERS HARDWARE INC	Gloves, Strainer Bag	\$49.15
10/20/2022	WESTON & SAMPSON	Parks & Recreation Master Plan	\$4,125.00
10/18/2022	WESTCHESTER COUNTY DEF	September Tipping Fee	\$5,691.03
11/1/2022	CITY OF YONKERS	Organic Waste 7-1 to 9-30	\$1,145.52
10/20/2022	PROSPERO NURSERY	Cedar, Juniper	\$753.00
10/20/2022	PROSPERO NURSERY	Cedar, Juniper	-\$475.20
11/2/2022	SAW MILL STONE & MASONRY SUPPL	topsoil	\$195.00
8/9/2022	SCHICHTEL'S NURSERY, INC	AMELANCHIER ARBORE	\$134.00
8/9/2022	SCHICHTEL'S NURSERY, INC	CERCIS CANADENSIS	\$134.00
8/9/2022	SCHICHTEL'S NURSERY, INC	QUERCUS RUBRA	<u>\$670.00</u>
		Highway Dept. Subtotal	\$173,660.81
10/24/2022	GOVCONNECTION INC	Black Toner	\$124.09
10/24/2022	AT&T Mobility	Usage for 9-5 to 10-4	\$33.24
10/26/2022	VERIZON WIRELESS	Usage for 9-13 to 10-12	\$551.38
10/27/2022	VERIZON	Usage for 10-22 to 11-21	\$40.25
10/28/2022	OPTIMUM	Usage for 10-23 to 11-22	\$16.84
10/31/2022	GRAINGER	Ballast, Bulbs	\$117.39
11/1/2022	ACME EXTERMINATING	November Pest Service	\$73.84
9/27/2022	OPTIMUM	current monthly charges	\$16.84

11/2/2022	VILLAGE OF DOBBS FERRY	Police Gas Usage	\$2,492.55
11/1/2022	CARDMEMBER SERVICE	Keyboards & Mouse	\$47.97
7/12/2022	MOTOROLA SOLUTIONS	Radio for new patrol car	\$7,347.25
9/29/2022	EAGLE PT GUN T J MORRIS & SON	Uniform allowance Chief	\$235.48
9/12/2022	EAGLE PT GUN T J MORRIS & SON	Ammunition	\$4,171.36
9/12/2022	EAGLE PT GUN T J MORRIS & SON	Ammunition	\$728.86
10/11/2022	Lawmen Supply Company	Replacement weapon mags	\$672.00
10/11/2022	Lawmen Supply Company	Shipping	\$15.70
10/25/2022	M.B.M. CONCEPTS INC.	Retirement shield Calabrese	\$199.00
10/27/2022	HILL SPECIALTIES	parking permits	\$320.90
10/27/2022	HILL SPECIALTIES	Overnight Parking Permit Decal	\$354.65
11/2/2022	AAA EMERGENCY SUPPLY CO	CO detector maint.	\$100.00
10/20/2022	SCARSDALE FORD INC.	Repair parts car 92	\$174.72
10/20/2022	CURRY CHEVROLET	Repair parts car 97	\$80.26
10/27/2022	SCARSDALE FORD INC.	Repair parts car 92	\$27.28
11/3/2022	ARDSLEY MOTORS	vehicle inspections	\$148.00
11/3/2022	CENTRAL AVE CHRYSLER JEEP	Parts for car 95	\$44.36
11/3/2022	AUTO EXCLUSIVE	repair of car 95	\$6,071.25
10/14/2022	XEROX CORPORATION	Usage for 8-30 to 9-30	\$183.32
10/27/2022	Quench USA, Inc	Usage for 8-1-22 to 10-31-22	\$117.00
10/25/2022	ANTHONY PICCOLINO	Baggage check IACP conf	\$30.00
6/7/2022	DUNCAN PARKING TECHNOLOGIES IN	Parking Meters	<u>\$465.00</u>
Police Dept. Subtotal			\$25,000.78

10/27/2022	NYCOM	webinars-NYCOM	\$60.00
11/2/2022	THE JOURNAL NEWS	legal notice ADU	\$674.00
11/2/2022	THE RIVERTOWNS ENTERPRISE	legal ads	\$295.50
11/2/2022	ICMA	ICMA Membership 22-23 JC	\$992.00
10/18/2022	PAYLOCITY	October Service	\$919.19
6/2/2022	ROBERT PONZINI	Retainer for legal services	\$5,979.00
10/24/2022	MURTAGH, COSSU, VENDITTI & CASTRO	October Professional Service	\$1,220.00
10/18/2022	superior Building Maintenance	October Cleaning Service	\$1,160.00
10/27/2022	Quench USA, Inc	Usage for 8-1-22 to 10-31-22	\$117.00
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$25.19
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$51.26
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$51.84
7/7/2022	Staples	Office Supplies	\$163.25
7/7/2022	Staples	Office Supplies	\$333.14
7/7/2022	Staples	Office Supplies	\$271.41

7/7/2022	Staples	Office Supplies	\$130.84
8/31/2022	ROCKET PRINTERS	2500 Non-Window Envelopes	\$440.00
9/21/2022	ROCKET PRINTERS	Business Cards-Fire Inspector	\$80.00
10/24/2022	GOVCONNECTION INC	Police Ink	\$140.80
10/24/2022	GOVCONNECTION INC	Returned Ink	-\$140.80
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$10.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/27/2022	W.B. MASON CO. INC.	Various Office Supplies	\$5.00
10/26/2022	POSTMASTER WHITE PLAINS	Postal Permit Renewal # 2026	\$275.00
10/19/2022	CON EDISON	Usage for 9-8 to 10-7	\$70.53
10/21/2022	BRUNI & CAMPISI INC	Repair Fan Belt	\$257.00
10/21/2022	BRUNI & CAMPISI INC	Purchase Fan Belt, Motor	\$1,167.13
11/2/2022	A1 COMPUTER SERVICES INC.	IT Spam Support October 2022	\$980.00
11/2/2022	A1 COMPUTER SERVICES INC.	IT Spam Support October 2022	\$1,500.00
10/7/2022	CDW GOVERNMENT	Replacement power supplies	\$51.96
10/19/2022	Con Edison	Usage for 9-12 to 10-12	\$63.05
10/19/2022	CON EDISON	Usage for 9-8 to 10-7	\$172.42
6/3/2022	GEORGE MALONE	Direct Public Govt. Access	\$831.52
10/31/2022	Zion Nurseries, Inc	Junipers	\$783.00
11/2/2022	STANDARD INSURANCE COMPANY	October Premium	\$1,046.50
10/18/2022	Teamsters 456 Welfare Fund	Welfare Fund 7-1-22 to 6-30-2023	\$2,975.00
10/26/2022	Griffin Coogan Sulzer & Hog	SCAR - 19 Sylvia Lane	\$489.61
11/2/2022	BP	Fuel Usage for 9/28/22 - 10/27/22	\$80.22
11/2/2022	Wexbank - Sunoco	October Fuel Usage	<u>\$71.54</u>
		Village Hall Subtotal	\$23,885.48
		General Fund Total	\$235,075.64

10/24/2022	Kellard Sessions Consulting	657 SMRR	\$738.00
11/1/2022	ALLISON MASTROGIACOMO	Babysitting Books Reimbursement	\$196.47
10/24/2022	Kellard Sessions Consulting	182 Heatherdell Road	\$1,673.00
10/24/2022	Kellard Sessions Consulting	26 Lincoln Avenue	\$1,219.00
10/24/2022	Kellard Sessions Consulting	3 Dellwood Ln	<u>\$255.00</u>
		T&A Total	\$4,081.47
10/18/2022	GEORGE MALONE	Video and Photos of Site	\$800.00
10/24/2022	GEORGE MALONE	Footage 10/07 – 10/11/2022	\$800.00
11/1/2022	SRI Fire Sprinkler, LLC	Application # 2	\$16,720.00
11/3/2022	DE NOOYER CHEVROLET	Fire Truck	\$50,281.50
10/25/2022	MATELLI BROS ELEC INC	Cable Room Upgrade	\$987.00
10/27/2022	GRAINGER	Ceiling Tiles	\$218.96
11/1/2022	CARDMEMBER SERVICE	Phone for Cable Room	\$15.99
11/3/2022	MATELLI BROS ELEC INC	Wire New Monitor in Cable Rm	\$150.00
10/20/2022	JAMES J HAHN ENGINEERING PC	Cross Road Drainage	\$187.50
10/20/2022	JAMES J HAHN ENGINEERING PC	Felix Ave Drainage	<u>\$426.25</u>
		Capital Fund Total	\$70,587.20
10/24/2022	Delaware Engineering, D.P.C.	Sanitary Sewer Project	<u>\$1,000.00</u>
		Sewer Fund Total	\$1,000.00

RESOLUTION TO AMEND CHAPTER 81 ENTITLED “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM” OF THE ARDSLEY VILLAGE CODE

RESOLVED, that the Village Board of the Village of Ardsley hereby repeals and replaces Chapter 81 entitled “Community Choice Aggregation (Energy) Program” of the Ardsley Village Code as follows:

LOCAL LAW NO. ____ of 2022

A LOCAL LAW TO AMEND ITS COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM IN THE Village of Ardsley

Be it enacted by the Board of Trustees of Village of Ardsley as follows:

Section 1. Chapter 81 of the Code of the Village of Ardsley titled “Community Choice Aggregation (Energy) Program,” is hereby amended to read as follows:

ARTICLE I

§1. Legislative findings; intent and purpose; authority.

A. It is the policy of both the Village of Ardsley and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets

and increase participation of and benefits for Eligible Customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation (“CCA”), which allows local governments to procure electric and natural gas supply on behalf of its Eligible Customers.

B. The purpose of this CCA Program is to allow participating local governments including Village of Ardsley to procure Energy Services, such as energy supply and Community Distributed Generation (CDG) Credits, for their Eligible Customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program that will allow the Village of Ardsley to put out Energy Services for bid. Eligible Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

C. The Village of Ardsley is authorized to implement this Community Choice Aggregation (Energy) Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 20, 2016, hereinafter the CCA Framework Order).

D. This Chapter shall be known and may be cited as the “Community Choice Aggregation (Energy) Program Law of the Village of Ardsley”.

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings set forth below, or if not so defined, as employed in the State of New York Public Service Commission’s Uniform Business Practices:

Community Choice Aggregation Program (or “CCA Program”): A municipal energy procurement program that replaces the incumbent utility as the default electric and/or gas Supplier for all Opt-out Eligible Customers within the Village of Ardsley. The CCA Program may include Community Distributed Generation Credits on an opt-out basis and other DER offerings on an opt-in basis.

Community Distributed Generation (or “CDG”): Community shared renewables program expanding customer access to the environmental and system benefits of qualifying renewable project generation located behind a non-residential host meter based on remotely sharing net metering or VDER monetary credits through a monetary credit applied to the utility bills of Participating Customers.

Community Distributed Generation Credits (or “CDG Credits”): The monetary credit applied to the utility bills of Participating Customers through the CDG program.

Customers:

Eligible Customers: Customers of electricity and/or natural gas eligible to participate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order.

Opt-out Eligible Customers: Eligible Customers that are eligible for opt-out treatment as delineated in the CCA Framework Order.

Participating Customers: Opt-out eligible customers who have been enrolled subsequent to the opt-out process and other customers who have opted in.

Customer-specific Data: Utility data for all Opt-out Eligible Customers including account holder name, service address, primary language, if available, any customer-specific alternate billing name and/or address, and other relevant, authorized data.

Distributed Energy Resources (or “DER”): Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA including, but not limited to, local renewable energy projects, Community Distributed Generation, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative initiatives.

Distribution Utility: Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Energy Services: The provision of energy supply as electric power and/or natural gas or the provision of DER offerings.

Public Service Commission (or “PSC”): New York State Public Service Commission.

Suppliers: Energy service companies (ESCOs) and/or DER providers and/or other entities with authority to provide Energy Services for Participating Customers in connection with this Chapter.

Sustainable Westchester, Inc. (or “Sustainable Westchester”): A not-for-profit organization comprised of member municipalities in Westchester County, New York.

Value of Distributed Energy Resources (or “VDER”): REV proceeding (Case 15-E-0751) that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing Distributed Energy Resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.

§3. Establishment of a Community Choice Aggregation (Energy) Program.

A. A Community Choice Aggregation (Energy) Program is hereby established by the Village of Ardsley, whereby the Village of Ardsley shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the CCA

Framework Order, as set forth more fully herein. The Village of Ardsley role under the CCA Program involves the aggregating of demand for energy of its Eligible Customers and the entering into contracts for Energy Services. Under the CCA Program, the operation and ownership of the utility service shall remain with the Distribution Utility.

B. The Village of Ardsley participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Village of Ardsley will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Customers.

C. In order to implement the CCA Program, the Village of Ardsley will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more Suppliers, all as consistent with the Local Law and the CCA Framework Order.

D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating Suppliers, the operation by which Suppliers provide Energy Services and the terms on which customers may be enrolled with Suppliers.

§4. Procedures for Eligibility; Customer Data Sharing.

- A. As permitted by the CCA Framework Order, the Village of Ardsley may request from the Distribution Utilities aggregated customer information by fuel type, service classification and other relevant, authorized data.
- B. Sustainable Westchester, on behalf of the Village of Ardsley shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award one or more contracts in accordance with the CCA Program.
- C. Sustainable Westchester or the Village of Ardsley, if the Village of Ardsley so chooses, will then request Customer-specific Data from the Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the Village of Ardsley, if the Village of Ardsley so chooses, and the selected Supplier(s) will then notify Opt-out Eligible Customers of the contract terms and opportunity to opt out of the CCA Program energy supply and/or CDG Credits.
- E. In accordance with and for purposes of the CCA Framework Order, the Distribution Utility will provide to Sustainable Westchester Customer-specific Data (including usage data, capacity tag obligations, account numbers, and service addresses) of all Eligible Customers in the Village of Ardsley.
- F. Sustainable Westchester and the Village of Ardsley will protect customer information as required by law, subject to the CCA Framework Order and the limitations of the New York State Freedom of Information Law.

§5. Choice of Energy Supplier; Opt-Out Notice and Procedure.

A. The Village of Ardsley will notify, or will cause notification of, its Opt-out Eligible Customers by letter notice of the Village of Ardsley establishing the CCA Program, of the contract terms with the Supplier, and of the opportunity to opt out of the CCA Program offerings.

B. The letter notice will be sent to each Opt-out Eligible Customer at the address provided by the Distribution Utility and explain the CCA Program and the material provisions of the Supplier contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.

C. The opt-out period shall be at least thirty (30) Days.

§6. Verification and Reporting.

A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission as required in the CCA Framework Order.

Section 2. This local law shall take effect upon filing with the Secretary of State.

**RESOLUTION APPROVING AND ACCEPTING THE SETTLEMENT
OF SUNSHINE ARDSLEY CORP. –SECTION 6.50 BLOCK 34 LOT 14**

WHEREAS, Sunshine Ardsley Corp. has commenced a proceeding in Supreme Court, Westchester County to challenge the assessments placed on his property for the tax years 2016, 2017, 2018 and 2019, 2020 and 2021, and

WHEREAS, the Village of Ardsley has contested those challenges and defended its assessment roll, and

WHEREAS, the Town of Greenburgh has defended these claims, having assumed the assessment function of the Village of Ardsley and will settle on behalf of the Town, and

WHEREAS, the Ardsley School District as intervenor will approve settlement on similar terms, and

WHEREAS, after consultation with the Village Attorney, the Town attorney and Special Counsel for the Ardsley School District, and in light of the recommended settlement by the Town and School District, the Village of Ardsley now believes that a settlement has been achieved which represents the best interests of the Village and its residents and resolves this lawsuit without the risk and cost of further litigation,

NOW THEREFORE BE IT RESOLVED, that the Village Attorney is authorized to execute a Consent Judgment settling that property's Assessment years as follows:

	Assessment	Reduction	New A/V
2016	\$ 851,300	151,300	700,000
2017	\$ 851,300	126,300	725,000
2018	\$ 851,300	101,300	750,000
2019	\$ 851,300	76,300	775,000
2020	\$ 831,500	51,300	800,000
2021	\$ 831,500	36,000	825,000

AND BE IT FURTHER RESOLVED, that the Village Treasurer is authorized to compute the final amount due on the foregoing Consent Judgement upon execution of all of the parties and “So Ordered” by the Court and to tender payment upon presentation without further resolution.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE AN AGREEMENT FOR BRANDING SERVICES WITH
CRAFTED NEW YORK FOR THE
COMMUNITY BRANDING INITIATIVE**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Crafted New York with offices at 450 Lexington Avenue, 4th Floor, New York, NY 10017 for branding services effective October 17, 2022 through the completion of the work.

STATEMENT OF WORK

crafted.

October 17, 2022

SOW #ARDSLEY-22-10-1000

Agreement to Perform Branding Services

Services Performed By:

Crafted LLC.
450 Lexington Avenue
New York City, NY 10017

Services Performed For:

The Village of Ardsley
507 Ashford Avenue,
Ardsley NY 10502

This **Statement of Work** (“**SOW**”) is issued pursuant to the **Master Services Agreement** between **the Village of Ardsley** (“**The Client**”) and **Crafted LLC**. (“**The Contractor**”), effective October 17, 2022 (“**The Agreement**”). This SOW is subject to the terms and conditions contained in The Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in The Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW #ARDSLEY-22-10-1000 (hereinafter called the “The SOW”), effective as of October 17, 2022, is entered into by and between The Contractor and The Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on October 17, 2022.

Engagement Resources

1	Peter Mendez - Experience Director
2	Greg Valvano - Creative Director

Project Overview

Our main goal is to establish a new brand identity that captures the personality and goals of Ardsley's current and future endeavors, including the Village's projected comprehensive plan.

The new brand identity will stay true to the Village's longtime values and character while simultaneously speaking to the future of the Village's intent and aspirations.

Scope of Work

Crafted has a highly skilled strategic and creative branding team that is uniquely qualified to develop a compelling rebrand that reflects the benefits of living, working and growing in the Village of Ardsley.

Your rebranding begins with a thorough, collaborative conversation between both parties. We want to learn all that we can from the Village of Ardsley team before jumping into our recommendations.

An interview-style exploration will take place with all key players within the village and our creative team. Once we've become experts on your village, we'll begin to develop language and visual identities based on our findings.

Your project's success depends on a solid foundation, this work is crucial.

Strategy (Q4 2022)

In this critical first phase, Crafted will immerse our team into the Village of Ardsley ecosystem through research, document review, and a series of leadership interviews to enable Crafted to understand the Village of Ardsley business objectives, the current state of operations, and the gap between the current state and future ambitions.

Crafted will conduct interviews with the Village of Ardsley leadership. We will engage collaboratively in an exercise to understand and identify key brand needs and motivations across all leadership groups. We will have a solid foundation to move forward with relevant messaging and strategy from these conversations and findings.

1. Project setup

- Team assignment
- Point of Contacts established

2. Timeline and Milestone setup

- Full detailed project schedule established with milestones and deliverables

3. Benchmark Research

- Crafted and the Village of Ardsley will determine key goal indicators
- Research into the Village's history and future goals determine a solid plan moving forward

4. Competitive Analysis

- A deep dive into related village and city rebrands and how they compare to the Village's vision and goals

5. Project Goals Interviews

- Define the brand's purpose, direction and long-term objectives
- Interviews between Crafted's creative and strategic team and key leadership of the Village of Ardsley to discover and learn about projected goals and interests regarding the results and perception of the Village's new brand

Brand Strategy Deliverables:

- Discovery + Research to Identify Best Approach
- Review of requested Village of Ardsley documents. Possible requests, but not limited to:
 - Village Plans (Business objectives, strategic imperatives, or similar)
 - Marketing Plans (i.e., annual marketing plan)
 - Audience Profile (Target audience profile, Audience segmentation, or similar)
 - Positioning (Village profile, brand positioning)
- Analysis of Competition (Market research based on client information and own findings)
- Defined Critical Actions for Brand Mission
- Brand Mission Statement (Brand Theme and “the WHY”) and Values Report
- Clarified Story of the Ardsley Village
- Brand Positioning and Messaging
- Provide Creative Brief for Brand Development Phase

Brand Development (Q1 2023)

In this phase, Crafted's creative team will leverage the learnings from the Discovery and Strategy phase to build out a visual identity that speaks to the audience and values of the Village of Ardsley. This visual exploration and development will set the tone for current brand initiatives and future marketing endeavors to position the Village of Ardsley as the next best place to live, work and grow.

1. Brand Exploration

- Explore competitor branding approaches (websites, print ads, campaigns)
- Evaluate color schemes, art direction styles and brand personalities
- Brand Archetypes persona evaluation
- Exploration of font treatments and messaging

Brand Development Deliverables:

- Brand Logo
 - Overarching visual logo mark for the Village of Ardsley
 - 3 proposed taglines
 - Logo files
 - In full color, Black and White
 - With and Without Taglines
 - Formats include PNG, AI, EPS, SVG, JPG and PDF
- Brand Guidelines Documentation

- Logo usage scenarios, color palette, typography, branding dos and don'ts
- Usage and Art Direction style of photography and supporting content
- Usage Examples (May Include: Apparel, Social, Promotional, Signage, Website Mockups)
- Branding Application Templates
 - Stationery (1x Business Card, 1x Letterhead, 1x Print Ad)

Project Schedule

Timing: ~3 Months*

*A detailed Project schedule has been developed and supplied as a separate document. Dates may change based on Client needs.

Key Assumptions

1. The Client will have a single point of contact designated to lead this project.
2. Stock images (if needed) or font purchases (if required) will be approved under separate work order and will be passed through as a straight pass through cost.
3. All content (imagery) will be provided by the Village of Ardsley.
4. There will be 3 rounds of revisions supplied within each phase of the project timeline.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total cost of the Services pursuant to this SOW shall not exceed **\$75,000.00** unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Payment Schedule	Amount
Initial Payment due upon delivery of Brand Strategy Creative Brief (Q4 2022)	\$20,000.00
Second Payment due upon delivery of Brand Guidelines Document (Q1 2023 - After June 8, 2023)	\$35,000.00
Final Payment due upon delivery of Brand Assets (Q1 2023 - After June 8, 2023)	Not to exceed \$20,000.00

The above terms reflect a flexible payment structure between the 4th Quarter of 2022 and the 1st Quarter of 2023, agreed upon between Crafted and the Village of Ardsley.

Out-of-Pocket Expenses / Invoice Procedures

The Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

The Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with The Client's then-current published policies governing travel and associated business expenses, which information shall be provided by The Client Project Manager.

The limit of reimbursable expenses pursuant to this SOW shall be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within. The Company shall obtain the Client's prior written approval before incurring any reimbursable expense in excess of \$200. Invoices shall be submitted monthly in arrears, referencing this The Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by The Client of a proper invoice. The Contractor shall provide The Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

The Contractor shall have fulfilled its obligations when the following occurs:

- The Contractor provides the Client with deliverables in accordance with the terms set forth in this SOW.
- The Contractor accomplishes The Contractor activities described within this SOW, including delivery to The Client of the materials listed in the Section entitled “Deliverables” and The Client accepts such activities and materials without unreasonable objections. No response from The Client within 10-business days of deliverables being delivered by The Contractor is deemed acceptance.
- The Contractor and/or The Client has the right to cancel services or deliverables not yet provided with [10] business days advance written notice to the other party.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (The Contractor or The Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. The Contractor and The Client will mutually agree upon any charges for such investigation, if any. If the investigation is



authorized, The Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. The Contractor will invoice The Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.

- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

	Village of Ardsley			Crafted LLC.
By:				
Name:	Joseph L. Cerretani		Name:	Peter Mendez
Title:	Village Manager		Title:	President

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE AN AGREEMENT FOR GRID REWARDS PROGRAM
WITH ENERGY TECHNOLOGY SAVINGS, INC. DBA LOGICAL
BUILDINGS**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Energy Technology Savings, Inc. DBA Logical Buildings for Grid Rewards Program effective May 1, 2023 through April 30, 2024.

These Terms and Conditions constitute the Agreement between you and Energy Technology Savings, Inc. DBA Logical Buildings (“Logical Buildings”) under which Logical Buildings will act as the Aggregator to facilitate the participation of your electric service account in the Commercial System Relief Program – Reservation Option and Distribution Load Relief Program - Reservation Option (together, the “Demand Response Programs” or “Grid Rewards”) offered by the Consolidated Edison Company of New York (“Con Edison”) under the terms of Attachment T to its Tariff PSC No. 10 filed with the New York State Public Service Commission and in effect from time to time (the “Tariff”).

Under the Demand Response Programs, Con Edison is required to make certain payments to eligible customers* who reduce their usage of electricity below normalized levels during certain periods of peak demand designated by Con Edison and occurring during the period from May 1 to September 30. Con Edison does not make these payments until after that period has ended, and customers who drop out of the program prior to September 30 are not eligible to receive any payments from Con Edison.

1-Products/Services: Logical Buildings will provide you with the following services under this Agreement:

- Logical Buildings will enroll your qualifying Con Edison electricity account in Con Edison’s the Demand Response Programs.
- Logical Buildings will authorize you to use its SmartKit AI™ mobile and web energy management software applications to assist you in understanding and managing your actual electricity use.
- Logical Buildings will notify you (via text, push notification, email) when a Con Edison Demand Response event has been called in your area** and will provide you with specific actions you can take to reduce your energy usage during the events using the checklist feature of SmartKit AI™. You may choose your notification preferences in the SmartKit AI™ application. Please ensure you provide the correct telephone number and/or email in order for us to ensure you receive the notifications.
- Logical Buildings will retain a maximum of 35 percent of the payments it receives from Con Edison as a result of your participation in these Demand Response Programs.***
- Logical Buildings will also provide you with insight into your energy usage and recommendations to reduce your energy bill and carbon footprint.

* Con Edison’s Tariff requires that customers have Advanced Metering Infrastructure (“AMI” or “Smart”) meters on their accounts in order to participate in the Demand Response Programs. Customers served under Con Edison’s Rider L Bring Your Own Thermostat Program and Rider R Net Energy Metering are not eligible to participate in the Demand Response Programs. Other limitations may also apply.

** Con Edison refers to the areas in which it requests these load reduction services as “Networks.” For additional information on these Networks, visit <https://www.coned.com/-/media/files/coned/documents/save-energy-money/rebates-incentives-tax-credits/smart-usage-rewards/networks-and-tiers.pdf>.

***There are no payment guarantees. Payments are based upon the amount you and other participants in your Network reduce energy usage during an event. Logical Buildings assumes no responsibility for Con Edison data or usage inaccuracies.

2-Term of the Agreement: This Agreement is effective as of the First Day of May following the date you provide your authorization below and remains in effect for one year thereafter. You may cancel this Agreement at any time, but if you cancel prior to September 30th, you forfeit the right to any payments under this Agreement or the Con Edison programs. To cancel, email “Cancel my Demand Response Enrollment” with your Con Edison account number included to cancel@logicalbuildings.com. Canceling your authorization for Con Edison through the Share My Data platform does not provide for cancellation of this Agreement. You must email Logical Buildings as described above in order to cancel this Agreement.

3-Program Information: Con Edison’s Tariff requires that it provide customers with advance notice of periods when demand reductions are needed and also specifies how long demand reductions must remain in effect to qualify for compensation.

The Distribution Load Relief Program (“DLRP”) normally provides notification 2 hours prior to an event, however, there may be times where less notice is provided for immediate events. DLRP events usually last for at least 4 hours. There may be occasions where immediate events last for at least 6 hours. DLRP test events will last 2 hours.

The Commercial System Relief Program (“CSR”) normally provides notification 21 hours prior to an event, however, there may be times where less notice is provided for an unplanned event. CSR events may last up to 4 hours, while test events will last 1 hour.

To learn more about these programs, visit <https://www.coned.com/-/media/files/coned/documents/save-energy-money/rebates-incentives-tax-credits/smart-usage-rewards/smart-usage-program-guidelines.pdf?la=en>

4-Payment Terms: The table below describes the potential, maximum, payment amounts for performance.

Under both of Con Edison’s Demand Response Programs, customers can receive both a monthly reservation payment based on the amount by which they agree in advance to reduce their usage below normalized levels during peak load periods designated by Con Edison and a per kilowatt-hour (“kWh”) payment for actual reductions in electricity use during such periods. The payments that Con Edison is required to make under the Demand Response Programs will vary based upon how much energy you and other participants in your Network reduce during an event. Logical Buildings reserves the right to choose an allocation of revenue methodology among participants in a network. The maximum payments Con Edison is required to make for such reservations and actual usage reductions are shown below:

Program	Monthly Reservation Payments	Type of Events	Performance
Distribution Load Relief Program	Tier 1 Networks: up to \$18/kW-month**** Tier 2 Networks: up to \$25/kW-month****	All Event Types	\$1/kwh
Commercial System Relief Program	Staten Island/Westchester : up to \$6/kW-month**** All others: up to \$18/kW-month****	Planned Event, Test Event	\$1/kWh
		Unplanned Event	\$6/kWh

****The actual amount of any Monthly Reservation Payments by Con Edison will depend on the extent to which the customer is able to provide the amount of demand reduction it has agreed to provide.

Although the payments listed above are for monthly performance, Logical Buildings will pay the customer for demand reduction services under this Agreement in a single annual lump sum payment to be made within 60 days after Con Edison has completed its final adjustments and reconciliations for the applicable capability period which ends September 30, 2020. Logical Buildings will deduct its fee from each payment.

5-Non-Performance: There are no penalties for non-performance other than loss of the opportunity to receive demand response payments. However, non-performance in one event may negatively impact payments for other events.

6-No Electric Sales or Delivery Service: Nothing in this Agreement shall be construed a commitment by Logical Buildings to supply or deliver electric power or energy to the Customer's premises.

7-Agency: You appoint us as your agent to register your account in Con Edison's Demand Response Programs, to provide Con Edison with the level of demand response reservations under each of those programs that you authorize using Logical Buildings' SmartKit AI™ mobile or web energy management software applications, to receive information from Con Edison's Retail Access Information System, including your name, address and historic and current hourly metered energy usage, to receive payment from Con Edison for your participation in the Demand Response Programs, to deduct our fee from such payments, and to otherwise interact with Con Edison on your behalf as may be necessary or desirable for your participation in Con Edison's programs. .

8-Proprietary Rights/Rights to Access/Use of Online Services: Subject to your compliance with the terms of this Agreement, Logical Buildings hereby grants to you a limited, revocable, non-transferable right to access and use the services for your personal, non-commercial use for the term of this Agreement. Except for the Customer's actual metered use of electric power, which shall at all times remain the property of the Customer, the concepts, information, and applications furnished by Logical Buildings to the Customer under this Agreement shall remain the property of Logical Buildings, and Customer shall have no ownership interest, or rights to such during the term of, or upon, termination of this Agreement. Logical Buildings or third-party firmware or software embedded in, or "downloaded" to Logical Buildings' or a third party's equipment or used to provide the services, may be protected by trademark, copyright, patent and/or other intellectual property laws. Customer shall not take any action that will modify, reverse compile, disassemble, reverse engineer, otherwise attempt to derive the source code, or rent, lease, loan, sublicense, distribute, copy, modify, translate, post, publish or create derivative works.

9-Consent to Electronic Delivery of Account Communications: You hereby authorize Logical Buildings to deliver correspondence, notices and other communications using the methods chosen by you during the enrollment process.

10-Security: Access to the services under this Agreement is enabled by username and password. You shall maintain your username and password in strict confidence. You shall not share your username or password with another party or allow another person to access the services under your username or password.

11-Termination: Logical Buildings may immediately suspend or terminate this Agreement and its provision of the service without notice or liability in whole or in part if you violate any of the terms of this Agreement.

12-Liability Limitation: In no event will Logical Buildings be liable for any consequential, indirect, exemplary, special or incidental damages or any lost profits, revenues, data, use or opportunities arising from or relating to this Agreement. Logical Buildings is not and shall not be liable for any losses or damages that occur as a result of customers misuse of the services provided under this Agreement unless also arising from the negligence or willful misconduct of Logical Buildings. Logical Buildings will not be liable for any damages caused by Force Majeure Events. In no event will Logical Buildings' total cumulative liability in connection with this Agreement, whether in contract or tort or otherwise, exceed the amounts paid to Customer by Logical Buildings under this Agreement. "Force Majeure Events" means acts of God, riots, fires, floods, unusually severe weather, epidemics, pandemics, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other labor disputes, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of Logical Buildings, whether similar or dissimilar to those listed herein.

13-Disclaimer of Warranties: LOGICAL BUILDINGS, ITS AFFILIATES, PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND SUCCESSORS AND ASSIGNS, NOR ITS THIRD-PARTY DATA OR SERVICE PROVIDERS, LICENSORS, AND THEIR RESPECTIVE PARTNERS, SUPPLIERS AND AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED OR STATUTORY AS TO THE PERFORMANCE OR RELIABILITY OF THE ONLINE SERVICES OR ANY DATA OR INFORMATION OBTAINED FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF SUCH SERVICES OR SUCH DATA OR INFORMATION, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Logical Buildings makes no representation or warranty with respect to the existence, continuation, status or availability

of the Demand Response Programs. Payments under the Demand Response Programs are not guaranteed and depend upon multiple factors including your performance and the performance of others in your network during demand response events. Logical Buildings makes no warranty on meter reading accuracy or any other data accuracy. There may be times when the App is unavailable due to maintenance or other reasons.

14-Indemnification: You shall indemnify and hold Logical Buildings and its officers, directors, managers, members, shareholders, employees, licensors, service providers, suppliers, contractors and agents and their successors and assigns harmless from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and expenses, expert witness fees and expenses and court costs, that arise out of your use of the services provided under this Agreement or any portion thereof, or any information or data derived therefrom.

15-Governing Law: The construction and performance of these Terms will be governed by the substantive laws of the State of New York without regard to its choice of law rules.

16-No Third-Party Beneficiaries/Assignment: This Agreement is made and entered into for the sole protection and benefit of the parties hereto and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement. The terms and the rights and obligations under this Agreement may not be assigned, delegated or otherwise transferred by you to any third party, by operation of law or otherwise, without the prior written consent of Logical Buildings.

17-General: This Agreement constitutes our entire agreement and supersedes any prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by Logical Buildings and you. The failure of Logical Buildings to enforce its rights under the terms of this Agreement will not be construed as a waiver of such rights. In the event that any provision of the terms of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the remaining terms will otherwise remain in full force and effect and enforceable.

By clicking on the submit button below, you agree to the following:

I have read and agree to these terms and conditions.

The Agreement is my legal contract that is binding on me.

RESOLUTION AMENDING BLOOD BORNE PATHOGENS 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 Blood Borne Pathogens policy effective immediately.

Bloodborne Pathogens: Exposure Control Plan

1.0 PURPOSE

The purpose of this written program is to ensure that all employees with potential exposure to bloodborne pathogens and other body fluids understand the hazards associated with their exposure and the corrective actions necessary to protect them from injury and illness in accordance with 29 CFR 1910.1030.

This document serves as a policy for the development, implementation and maintenance of programs for (bloodborne pathogens) BBP, First Aid/ CPR and AED requirements for the Village of Ardsley.

There are no jobs with responsibilities that present inherent exposure to bloodborne pathogens at the Village. The jobs we've identified in this plan have collateral duties that may expose village employees to potentially infectious materials. This procedure pertains to all employees that have the potential for exposure to BBP's in work related situations.

The purpose of this Exposure Control Plan (ECP) is to outline the protective measures we will take to eliminate or minimize village employee exposure incidents.

2.0 SCOPE

This program applies to the following Village of Ardsley Departmental staff and volunteers:

- Ardsley Police Department
- Ardsley Fire Department
- Ardsley Department of Public Works

The extent of employee exposure shall be limited through the use of engineering controls and personal protective equipment. This document is designed to provide a formal procedure for identifying and controlling all potential BBP exposures.

Violation of established BBP procedures is a serious offense and failure to comply with this plan shall result in appropriate disciplinary action. Any violation of this procedure shall be reported immediately to the Safety Officer.

This ECP has been developed in accordance with the OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030.

3.0 RESPONSIBILITIES

3.1 Plan Administrator: Safety Officer (Confidential Secretary to the Village Manager): Has overall responsibility for the maintaining the ECP. Any questions concerning the plan should be addressed to the Safety officer. They are responsible for the following:

- 3.1.1 Evaluating new tasks or procedures that may require the use of new safer medical devices;
- 3.1.2 Evaluating new safer medical devices available on the market;
- 3.1.3 Soliciting input from employees on the selection and use of safer medical devices.
- 3.1.4 Reviewing this plan on an ongoing basis, and/or at least annually.

3.2 Only trained and authorized employees shall be allowed to respond to situations that

Bloodborne Pathogens: Exposure Control Plan

pose an occupational risk of exposure.

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All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual. These precautions and practices include the following four areas:

- 5.1.1 Personal hygiene,
- 5.1.2 Engineering and work practice controls,
- 5.1.3 Personal protective equipment,
- 5.1.4 Equipment cleaning and disinfecting.

While the concept of "Universal Precaution" is generally accepted as prudent and effective, a more complete worker protection program is required to ensure maximum protection. The approach for the safe handling of infectious agents involves the use of a combination of strategies.

5.2 Engineering Controls

Wherever possible, engineering controls will be utilized to reduce potential exposure. The Safety Officer will be responsible for inspection and maintenance of these controls. Records will be maintained for frequency of inspection and repairs.

5.2.1 Sharps Containers: Sharps containers shall be used to make sure contaminated "sharps" (needles, blades, etc) cannot injure other workers.

5.2.2 Labels: The Safety Officer will work with the insurance company to ensure that biohazard labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious materials, and other containers used to store, transport or ship blood or other potentially infectious materials. The universal biohazard symbol shall be used. The label shall be fluorescent orange or orange red. Red bags or containers may be substituted for labels. However, regulated wastes must be handled in accordance with the rules and regulations of the organization having jurisdiction. Engineering and work practice controls will be used to eliminate and/or minimize potential exposure. When potential exposure remains, PPE shall be used;

5.2.3 Machine Guarding: The elimination of sharp, edges, pinch points, run-in points, and other standard practices to minimize worker injury is an ongoing and active process. Through the elimination of items that can cause physical injury, workers will be protected from unnecessary exposure to bloodborne pathogens.

5.2.4 Hand-washing Facilities: Hand-washing facilities are also available to the employees who incur exposure to blood or other potentially infectious materials. These facilities are readily accessible after incurring exposure. Hand-washing facilities are located throughout the facility.

5.2.5 For handling other regulated waste: Village of Ardsley will provide containers sufficient to contain regulated wastes, other than those regulated by the Bloodborne Pathogens rule, capable of resisting punctures and labeled as a biohazard (as appropriate). These are located in each department work area. The waste shall be placed in containers which are closeable, constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation or shipping. The waste must be labeled or color coded and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

Bloodborne Pathogens: Exposure Control Plan

5.4 Personal Protective Equipment

5.4.1 All personal protective equipment used at this facility will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

5.4.2 The Safety Officer shall work with the department heads to ensure that appropriate PPE in the appropriate sizes is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

5.4.3 The Safety Officer shall work with the department heads to ensure that all personal protective equipment will be cleaned, laundered, and disposed of by the employer at no cost to the employees. All repairs and replacements will be made by the employer at no cost to employees.

5.4.4 The Supervisor shall ensure that all garments which are penetrated by blood shall be removed immediately or as soon as feasible. All PPE will be removed prior to leaving the work area. When PPE is removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.

5.4.5 Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non-intact skin, and mucous membranes; when performing vascular access procedures and when handling or touching contaminated items or surfaces.

5.4.6 Disposable gloves used at this facility are not to be washed or decontaminated for re use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re use provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibits other signs of deterioration or when their ability to function as a barrier is compromised.

5.4.7 Additional PPE selections and such as use of head nets, smocks, foot covering and aprons maybe necessary to ensure employee safety in regards to bloodborne pathogens in certain workplace situations.

5.4.8 Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked "A biohazard", labeled, or color-coded red bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

Bloodborne Pathogens: Exposure Control Plan

6.10 The healthcare professional's written opinion for post exposure follow up shall be limited to the following information:

6.10.1 A statement that the employee has been informed of the results of the evaluation; and

6.10.2 A statement that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

6.10.3 All other findings or diagnosis shall remain confidential and shall not be included in the written report.

7.0 EMPLOYEE COMMUNICATION and TRAINING:

Village of Ardsley shall assure that all employees with the potential for exposure to blood or other infectious materials understand the associated hazards and are trained to minimize their exposure.

7.1 To accomplish these requirements, Village of Ardsley shall ensure that a competent person, who shall include but is not limited to the following, conducts training:

7.1.1 Ensure that signs and labels conform to 1910.1030;

7.1.2 Provide training at no cost to the employee;

7.1.3 Conduct training prior to any potential exposure;

7.1.4 Conduct training at least annually or as conditions change;

7.1.5 Conduct training in English and other languages as required

7.1.6 Provide warning signs and labels; and

7.1.7 Utilize current training aids.

7.2 Training Program: Employee training shall include:

7.2.1 A review of 1910.1030;

7.2.2 Discussions of bloodborne diseases;

7.2.3 Modes of transmission;

7.2.4 Review of the exposure control plan;

7.2.5 Recognition of tasks that may involve exposure;

7.2.6 Procedures for handling contaminated waste;

7.2.7 Right to have the HEP B vaccination;

7.2.8 Procedure for recording an incident; and

7.2.9 Post exposure evaluation.

7.2.10 First Aid / CPR and AED

Bloodborne Pathogens: Exposure Control Plan

8.4 The attending physician will provide a written opinion to Village of Ardsley concerning the following:

8.4.1 Specific findings or diagnoses which are related to the employee's ability to receive the HBV vaccination.

8.4.2 A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

8.4.3 Any other findings and diagnoses shall remain confidential.

8.4.4 For each evaluation under this section, the company will obtain and provide the employee with a copy of the attending physician's written opinion within 15 days of the completion of the evaluation.

9.0 SHARPS INJURY LOG

A sharps injury log will be maintained at Village of Ardsley to record all percutaneous injuries from contaminated sharps. All entries on the sharps injury log will be recorded in a manner that maintains the confidentiality of the injured employee.

(NOTE: This requirement applies only to employers required to maintain a log of occupational injuries and illnesses under 29 CFR 1904. Maintenance of this sharps injury log is covered in 29 CFR 1904.6.)

Bloodborne Pathogens: Exposure Control Plan

Bloodborne Pathogens: Exposure Control Plan

APPENDIX B

DECLINATION STATEMENT

I understand that due to my potential occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other infectious materials, I can receive the vaccination series at no charge to me. This declination statement is good until one year from the date below, and employees will re-sign this document each year during refresher training.

Employee Name: _____ Date: _____

Signature: _____

VILLAGE Representative: _____

Signature: _____

Bloodborne Pathogens: Exposure Control Plan

APPENDIX D:

SHARPS INJURY LOG

FACILITY NAME:	
CALENDAR YEAR:	
LOG ADMINISTRATOR:	

DATE*	INCIDENT LOCATION (e.g. Department)	WORK AREA	INCIDENT DESCRIPTION (e.g. How incident occurred)	TYPE/BRAND DEVICE INVOLVED

*Optional Entry

APPENDIX F:

VACCINE INFORMATION STATEMENT

Hepatitis B Vaccine

What You Need to Know

Many Vaccine Information Statements are available in Spanish and other languages. See www.immunize.org/vis.
Hejats de informacion sobre vacunas estan disponibles en español y en muchos otros idiomas. Visite www.immunize.org/vis.

1 Why get vaccinated?

Hepatitis B is a serious disease that affects the liver. It is caused by the hepatitis B virus. Hepatitis B can cause mild illness lasting a few weeks, or it can lead to a serious, lifelong illness.

Hepatitis B virus infection can be either acute or chronic.

Acute hepatitis B virus infection is a short-term illness that occurs within the first 6 months after someone is exposed to the hepatitis B virus. This can lead to:

- fever, fatigue, loss of appetite, nausea, and/or vomiting
- jaundice (yellow skin or eyes, dark urine, clay-colored bowel movements)
- pain in muscles, joints, and stomach

Chronic hepatitis B virus infection is a long-term illness that occurs when the hepatitis B virus remains in a person's body. Most people who go on to develop chronic hepatitis B do not have symptoms, but it is still very serious and can lead to:

- liver damage (cirrhosis)
- liver cancer
- death

Chronically-infected people can spread hepatitis B virus to others, even if they do not feel or look sick themselves. Up to 1.4 million people in the United States may have chronic hepatitis B infection. About 90% of infants who get hepatitis B become chronically infected and about 1 out of 4 of them dies.

Hepatitis B is spread when blood, semen, or other body fluid infected with the Hepatitis B virus enters the body of a person who is not infected. People can become infected with the virus through:

- Birth (a baby whose mother is infected can be infected at or after birth)
- Sharing items such as razors or toothbrushes with an infected person
- Contact with the blood or open sores of an infected person
- Sex with an infected partner
- Sharing needles, syringes, or other drug-injection equipment
- Exposure to blood from needlesticks or other sharp instruments

Each year about 2,000 people in the United States die from hepatitis B-related liver disease.

Hepatitis B vaccine can prevent hepatitis B and its consequences, including liver cancer and cirrhosis.

2 Hepatitis B vaccine

Hepatitis B vaccine is made from parts of the hepatitis B virus. It cannot cause hepatitis B infection. The vaccine is usually given as 3 or 4 shots over a 6-month period.

Infants should get their first dose of hepatitis B vaccine at birth and will usually complete the series at 6 months of age.

All children and adolescents younger than 19 years of age who have not yet gotten the vaccine should also be vaccinated.

Hepatitis B vaccine is recommended for unvaccinated adults who are at risk for hepatitis B virus infection, including:

- People whose sex partners have hepatitis B
- Sexually active persons who are not in a long-term monogamous relationship
- Persons seeking evaluation or treatment for a sexually transmitted disease
- Men who have sexual contact with other men
- People who share needles, syringes, or other drug-injection equipment
- People who have household contact with someone infected with the hepatitis B virus
- Health care and public safety workers at risk for exposure to blood or body fluids
- Residents and staff of facilities for developmentally disabled persons
- Persons in correctional facilities
- Victims of sexual assault or abuse
- Travelers to regions with increased rates of hepatitis B
- People with chronic liver disease, kidney disease, HIV infection, or diabetes
- Anyone who wants to be protected from hepatitis B

There are no known risks to getting hepatitis B vaccine at the same time as other vaccines.



U.S. Department of
Health and Human Services
1600 Clarendon
Boulevard, Suite 200
Washington, DC 20002

Bloodborne Pathogens: Exposure Control Plan

APPENDIX G:

Revision/Review Number	Action	Date	By
000	Initial issue	2/5/2017	LL

RESOLUTION SCHEDULING A PUBLIC HEARING TO DISCUSS AMENDING CHAPTER 180 ARTICLE II ENTITLED “SENIOR CITIZENS TAX EXEMPTION” OF THE ARDSLEY VILLAGE CODE

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, November 21, 2022 at 8:00 p.m. or soon thereafter to discuss amending Chapter 180 Article II entitled “Senior Citizens Tax Exemption” of the Ardsley Village code as follows:

Chapter 180, Article II Senior Citizens Tax

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

§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
More than \$24,000 but less than \$25,000	45%
\$25,000 or more but less than \$26,000	40%
\$26,000 or more but less than \$27,000	35%
\$27,000 or more but less than \$27,900	30%
\$27,900 or more but less than \$28,800	25%
\$28,800 or more but less than \$29,700	20%
\$29,700 or more but less than \$30,600	15%
\$30,600 or more but less than \$31,500	10%
\$31,500 or more but less than \$32,400	5%

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 decent 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 decent from the deceased owner or owners, or by transfer by any other means

Village of Ardsley Board of Trustees Agenda- November 7, 2022

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

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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

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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.



Senior Citizens Property Tax Exemption

The senior citizens property tax exemption can reduce property taxes for lower-income homeowners who are at least 65 years old by up to 50 percent.

Cities, towns, villages, counties, and school districts all have the option to offer this exemption. Those municipalities that opt to offer the exemption would also set an income limit. The income limit may be as low as \$3,000 and as high as \$50,000. In addition, there are three sliding-scale options that municipalities may adopt to provide a benefit to seniors with incomes greater than the local maximum. Under these options, qualifying seniors may receive the exemption if their income is below:

- \$55,700 for a 20% exemption,
- \$57,500 for a 10% exemption, or
- \$58,400 for a 5% exemption.

Check with your local assessor for the income limits in your community.

Note: When property has multiple owners, and one or more of them qualify for this exemption while others qualify for the [exemption for persons with disabilities](#), the owners may choose the more beneficial exemption.

Application forms and instructions

To apply or reapply for the senior citizens exemption, file the applicable form with your assessor's office. Forms and instructions can be found on the website of the New York State Department of Taxation and Finance's website (www.tax.ny.gov) or at your local assessor's office.

First-time applicants use [Form RP-467, Application for Partial Tax Exemption for Real Property of Senior Citizens](#).

Renewal applicants use [Form RP-467-Rnw, Renewal Application for Partial Tax Exemption for Real Property of Senior Citizens](#).

For instructions, see [RP-467-I, Instructions for Form RP-467](#).

Application deadline

The application generally must be filed in your local assessor's office on or before the appropriate taxable status date. This date in most towns is March 1. In Nassau County, it is January 2. Westchester County towns have either a May 1 or June 1 taxable status date; contact the assessor. In cities, the date is determined from charter provisions. In New York City, applications for this exemption must be filed on or before March 15. The date in most assessing villages is January 1, but the village clerk should be consulted for variations.

Note: When qualifying seniors buy property after taxable status date, the senior can apply up to 30 days after the purchase date. The assessor then has 30 days to decide whether the senior would have qualified for the exemption if the senior owned the property as of the deadline.

Some municipalities will accept late applications until grievance day in certain hardship cases or for exemption renewals. Check with your assessor for details specific to your municipality. Contact information for your assessor can be found at www.tax.ny.gov (search: assessor).

Eligibility requirements

Ownership

You must own the property for at least 12 consecutive months prior to the date of filing. If you have moved into a new home and previously received the senior citizens exemption for your prior residence, you do not need to meet the 12-month requirement.

In computing the 12-month period, the period of ownership is not interrupted by the following:

- a transfer of title to one spouse from the other
- a transfer of title to a surviving spouse from a deceased spouse either by will or operation of law
- a transfer of title to the former owner(s), provided the reacquisition occurs within nine months after the initial transfer and the property was receiving the senior citizens exemption as of such date
- a transfer of title solely to a person(s) who maintained the property as a primary residence at the time of death of the former owner(s), provided the transfer occurs within nine months after the death of the former owner(s) and the property was receiving the senior citizens exemption as of such date

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The period of ownership of a prior residence may be considered where:

- the property was sold by condemnation or other involuntary proceeding (except a tax sale) and another property has been acquired to replace the taken property;
- the prior residence has been sold and a replacement purchase made within one year, if both residences are within the state.

To prove ownership, submit to the assessor a certified copy of the deed, mortgage, or other instrument by which you became owner of the property.

Life estates or trusts: A life tenant is entitled to possession and use of the property for the duration of his or her life and is deemed the owner for all purposes, including taxation. The exemption also may be allowed if the property is in a trust and all the trust beneficiaries qualify.

Income

If the income of the owner, or the combined income of all the owners, exceeds the maximum income limit set by the locality, you cannot receive the senior citizens exemption.

If you are married, the income of your spouse must be included in the total unless your spouse is absent from the residence due to a legal separation or abandonment. The income of a non-resident former spouse, who retains an ownership interest after the divorce, is not included. If the sliding-scale option is in effect, you must meet that income limitation. Contact the assessor to determine what the income limits are.

The law requires that seniors applying for or renewing the senior citizens exemption provide their income information for a specific year. The year of the income is based on the taxable status date of the municipality:

Taxable status date	Income tax year for eligibility in 2023
Before April 15	2021
April 15 or later	2022

If you are not sure of the taxable status date for your municipality, check with your assessor's office.

Proof of income

Submit with your application any federal or state income tax returns filed by you and any other owners for the latest income tax year prior to the date of your application. You may also be required to submit statements of payments made by the Social Security Administration, bank statements, rent receipts, or other documents to prove your income.

Income includes:

- all Social Security payments, salary and wages (including bonuses)
- interest (including nontaxable interest on state or local bonds)
- total dividends, net earnings from farming, rentals, business, or profession (including amounts claimed as depreciation for income tax purposes)
- income from estates or trusts
- gains from sales or exchanges
- the total amount received from retirement or pension plans
- annuity payments (excluding amounts representing a return of capital)
- alimony
- unemployment insurance payments
- disability payments
- workers compensation
- earnings on individual retirement accounts (IRAs)
- any other types of income not specifically excluded by law

Income does not include:

- Supplemental Security Income
- welfare payments
- gifts and inheritances
- payments received as participants in the Federal Foster Grandparents Program
- a return of capital
- reparation payments received by Holocaust survivors
- distributions from IRAs

Municipalities have the option to permit seniors to subtract all medical and prescription drug expenses that are not reimbursed or paid by insurance, as well as veterans disability payments, from their incomes.

If an owner is an inpatient in a residential health care facility, the owner's other income is not considered income in determining exemption eligibility if it does not exceed the amount paid by such owner, spouse, or co-owner for care at the facility. Proof from the facility of the amount paid for an owner's care must be submitted with the application.

Proceeds of a reverse mortgage

Reverse mortgage proceeds should not be considered income for purposes of this exemption. However, when such proceeds are invested, any interest or dividends from those investments should be considered as income. Also, monies used to repay a reverse mortgage cannot be deducted from income.

Age

Each of the owners of the property must be 65 years of age or over. However, if the owners are a married couple or siblings, then only one of the owners needs to be 65 or older. In the case of a married couple, if the age-eligible spouse dies, the surviving spouse must be at least 62 to retain the exemption.

Age generally is determined as of the appropriate taxable status date. This is March 1 in most municipalities. Some municipalities allow the exemption where an otherwise eligible owner becomes 65 years of age after the taxable status date but on or before December 31.

Check with your assessor to determine the date on which age is determined in your locality.

The first time you apply for the exemption, you must submit satisfactory proof of your age.

Residency

The property must be the legal residence of, and must be occupied by, all of the owners of the property unless:

- a non-resident owner, who is the spouse or former spouse of the resident owner, is absent from the residence due to divorce, legal separation, or abandonment, or
- an owner is absent from the property while receiving health-related services as an inpatient of a residential health care facility. During this period, no one other than the spouse or co-owner of the absent co-owner may occupy the property. A residential health care facility is a nursing home or other facility that provides lodging, board and physical care including, but not limited to, the recording of health information, dietary supervision and supervised hygienic services.

The property must be used exclusively for residential purposes. If any portion of the property is used other than for residential purposes, that portion will not qualify for the exemption.

School-age children

Senior citizens are generally not eligible for the senior citizens exemption for school tax purposes if they have children living in their home and attending public school. If the child attends a private or parochial school, the senior can still receive the exemption.

School districts can opt to offer the exemption to seniors with children in their home attending public school. However, the school district must require satisfactory proof that the child was not brought into the residence primarily for the purpose of attending a particular school within the district.

Types of property

In addition to traditional owner-occupied homes, the senior citizens exemption is also available for the following:

- Cooperative apartments. Localities have the option to grant the exemption to seniors who own shares in residential cooperatives. If granted, you would receive adjustments to your monthly maintenance fees to reflect the benefit of that exemption.
- Manufactured homes. Manufactured homes on leased land can qualify for the senior citizens exemption. If the home is located in a manufactured home park, you are entitled to a reduction in rent for the amount of the taxes paid.

If you receive the senior citizens exemption, you may also be eligible to receive a STAR exemption or credit.

If you received a Basic STAR exemption on your property on or before the 2015-16 school year, and you are now eligible for the senior citizens exemption, you may also be eligible for the Enhanced STAR exemption. If you are not receiving the Enhanced STAR exemption, contact your assessor for details.

If you did not receive a STAR exemption on the property on or before 2015-16 school year, you may be eligible for the Enhanced STAR credit, which is provided in the form of a check from New York State. For more information, see [Register for the STAR credit](#) or call 518-457-2036.