



**Saint Francis of Assisi Church**  
2 Green Street  
Mount Kisco, NY 10549-2306  
Tel 914-666-5986  
FAX 914-666-3859

March 5, 2023

Mr. Edward Brancati  
Village Manager  
Village of Mount Kisco  
104 Main Street  
Mount Kisco, New York 10549

Dear Mr. Brancati;

For many years the Latino Community of Saint Francis of Assisi Parish has sponsored an outdoor procession of the Stations of the Cross on the evening of Good Friday.

Once again, the committee and our parish request the village's permission to hold the outdoor procession on Good Friday, April 7, 2023. It will begin at 5:00PM on the corner of Green Street and Main Street, the procession will continue down Green Street and across the Court House parking lot through to Dakin Avenue and back to St. Francis of Assisi Church, where there will be a liturgical service inside the Church. This is the same route as in previous years.

The point of contact for the event is Deacon Isaac Marquez. He can be reached at 914-299-8817.

Thank you again for your kind consideration.

Sincerely yours in Christ,

Reverend Steven E. Clark  
Pastor



(parish seal)



# **MOUNT KISCO BASEBALL**

P. O. Box 606 • Mount Kisco, New York 10549 • [admin@mkll.org](mailto:admin@mkll.org) • [www.mountkiscobaseball.com](http://www.mountkiscobaseball.com)

March 10, 2023

Dear Mayor Gina Picinich, Lisa Abuzn, Anne Bianchi, Karine Patiño, Karen Schleimer

Mount Kisco Baseball, representing families who sons and daughters ages 4-12 who will participate in our baseball program this year, would like the Village/Town of Mount Kisco to consider hosting, once again, our annual Opening Day Parade.

Our Opening Day is scheduled for Saturday, April 15, 2023 We normally kickoff our parade between 8:30 and 9:00am, but we are flexible with the time, depending on what time is best for Westchester County Police Department and the Village administration.

Our parade is followed by a brief ceremony at Leonard Park, Field # 1. We cordially invite you all to participate in the Opening Day ceremonies.

Thank you for your consideration.

Bob Byrns  
President  
Mount Kisco Baseball

## Lizette Davis

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**From:** Whitney Singleton <WSingleton@sdslawny.com>  
**Sent:** Tuesday, March 7, 2023 9:49 AM  
**To:** Mayor Gina Picinich; Lizette Davis; Edward Brancati  
**Subject:** RE: Board Appointment follow up

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I reviewed the deed last night and I see no prohibition from appointing a non-resident since it is merely an advisory committee.

Whitney

**Whitney Singleton, Esq.**  
**Singleton, Davis & Singleton**  
**120 East Main Street**  
**Mt. Kisco, New York 10549**

**P: (914) 666-4400**  
**F: (914) 666-6442**  
**e-mail: [wsingleton@sdslawny.com](mailto:wsingleton@sdslawny.com)**

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**From:** Mayor Gina Picinich <gpicinich@mountkisco.ny.gov>  
**Sent:** Tuesday, March 7, 2023 9:22 AM  
**To:** Lizette Davis <ldavis@mountkisco.ny.gov>; Whitney Singleton <WSingleton@sdslawny.com>; Edward Brancati <ebrancati@mountkisco.ny.gov>  
**Subject:** Re: Board Appointment follow up

I spoke w her after the meeting and shared that Whitney & Ed were going to make a recommendation at the next meeting based on code & past practice.

Decision will be based on that conversation.

Ty  
Sent from my iPhone

On Mar 7, 2023, at 9:19 AM, Lizette Davis <[ldavis@mountkisco.ny.gov](mailto:ldavis@mountkisco.ny.gov)> wrote:

Good morning,

Ms. Merple was at the meeting last night and was inquiring about her interview. At the last meeting, the Board tabled to further discuss. How would you like me to proceed?

Please advise.

*Lizette Davis  
Secretary to the Village Manager  
Deputy Registrar of Vital Statistics  
104 Main Street  
Mount Kisco, NY 10549  
Phone-914-864-0033  
Fax- 914-241-9018*

**Mount Kisco**  
The Big Little Village

Mount Kisco is one of Westchester's most vibrant communities. Although just 3 square miles, it is a premier destination for dining, shopping, entertainment and award winning medical care. With green spaces, quaint neighborhoods and a walkable downtown "urban village," Mount Kisco delivers big while maintaining small town charm.

## Lizette Davis

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**From:** Edward Brancati  
**Sent:** Monday, February 6, 2023 12:06 PM  
**To:** Lizette Davis  
**Subject:** Fwd: Letter of Interest for Leonard Park Committee

Edward W. Brancati  
Village Manager  
Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549  
Phone: (914) 864-0001  
Fax: (914) 241-9018

Begin forwarded message:

**From:** Mey Marple <mey@mey-marple.net>  
**Date:** February 6, 2023 at 10:47:45 AM EST  
**To:** Village Manager <villagemgr@mountkisco.ny.gov>, Edward Brancati <ebrancati@mountkisco.ny.gov>  
**Subject:** Letter of Interest for Leonard Park Committee

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Brancati,

I hope this email finds you well. My name is Mey Marple and I am writing to express my interest in joining the Leonard Park Committee in the Village of Mount Kisco. Erin Heaton, the chair of the committee mentioned it to me and I see on the website that there are 7 vacancies.

I live around the corner from the park and have been an avid user for over 20 years. My twins virtually grew up at the MK Memorial Pool from toddlers to teens becoming lifeguards and Diving Coaches. I have always been passionate about preserving the natural beauty of the park and ensuring that it remains a safe and enjoyable place for families and visitors.

I am enclosing a letter of interest, along with my resume, which highlights my experience and qualifications that would make me a valuable addition to the committee. I have extensive experience in community engagement and environmental preservation, and I believe that my skills and passion will be an asset to the committee.

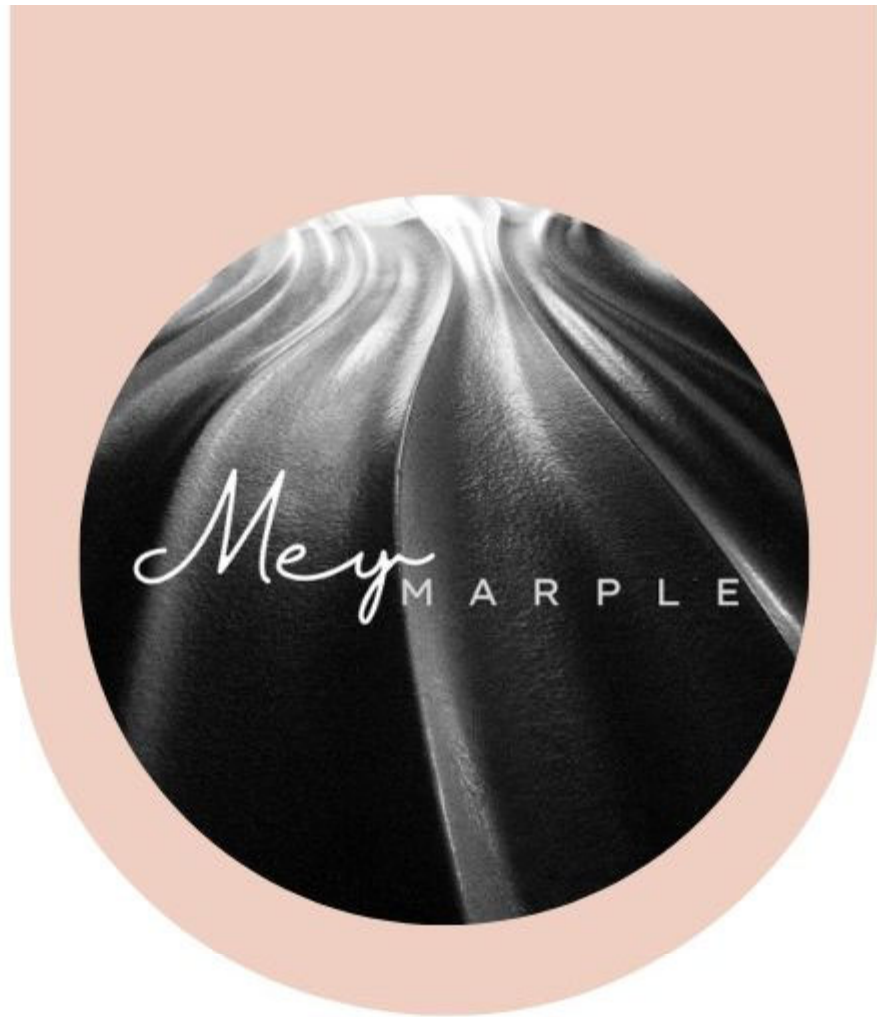
I am eager to contribute my time and expertise to help preserve and maintain the park, and I believe that my involvement with the committee will allow me to make a positive

impact on the community. I would be honored to have the opportunity to serve on the Leonard Park Committee and work alongside the other members to ensure its continued success.

I would be happy to meet with you in person or discuss my interest further over the phone if you would like to learn more about my qualifications and experience. Please let me know if you have any questions or if there is anything else I can provide.

Thank you for considering my application. I look forward to the opportunity to serve the Village of Mount Kisco and the Leonard Park Committee.

Sincerely,  
Mey Marple



Dear Village of Mount Kisco Board of T

I am writing to express my interest in jo  
and experienced member. I've lived ar  
(technically New Castle though with a  
property in the Village of Mount Kisco.  
marketing, education, and community e  
perspective and expertise to the Comn

With a BBA in Marketing with a concen  
account executive in New York City, I h  
community outreach and engagement.



## EDUCATION

The New School

- Fine Arts Teaching Certificate



FEBRUARY 2, 2023

Dear Village of Mount Kisco Board of Trustees,

I am writing to express my interest in joining the Leonard Park Committee as a dedicated and experienced member. I've lived around the corner from the park for 26 years (technically New Castle though with a Mount Kisco mailing address) and I own a rental property in the Village of Mount Kisco. Together with my professional background in marketing, education, and community engagement, I believe I can bring valuable perspective and expertise to the Committee.

With a BBA in Marketing with a concentration in Advertising and as a former advertising account executive in New York City, I have a deep understanding of the importance of community outreach and engagement. My experience as a Fine Arts Teacher and a self-taught organic gardener has also provided me with a unique understanding of the importance of outdoor spaces and the role they play in the community.

I have a strong passion for sustainability and community gardening, which I have been able to put into practice through my work in the community. I founded the West Patent Elementary School Learning Garden, which connected sustainability and science education over a 5-year period. I was also a founding member of the Bedford Central School District Sustainability Committee and served on the Board of InterGenerate, a 501(c) non-profit with community gardens in three towns for over a decade. I managed their Mount Kisco Community Garden for over 12 years at the Marsh Sanctuary. I now serve on the Advisory Board of Westchester Local Food Project, a new local food movement and an initiative of D.I.G. Farm, a 501(c) non-profit organization whose mission is to reconnect communities to the natural good of the farm.

I am excited about the opportunity to use my experience and passion to advise the Board of Trustees and the Recreation Commission on all matters pertaining to Leonard Park and making sure that it is used to the best advantage for community residents and its visitors.

Thank you for considering my application.

Sincerely,  
Mey Marple



[www.mey-marple.net](http://www.mey-marple.net)



[mey@mey-marple.net](mailto:mey@mey-marple.net)



[@meymarplephoto](https://www.instagram.com/meymarplephoto)



# MEY MARPLE

Media Director /  
Fine Arts Photographer

Through the lens of raising a family and looking to the natural world for guidance, I use photography to view life's moments in special ways. I believe everyone deserves a prized image of a decisive moment in life.

## EDUCATION

The New School

- Fine Arts Teaching Certificate

Baruch College

- BBA Degree in marketing with a concentration in Advertising

## SKILL

Web Design • Graphic Design  
Lightroom • Photoshop • Microsoft  
Survey • Social Media • Content Creator

## CONTACT



914.420.5983



mey@mey-marple.net



www.mey-marple.net



100 Byram Lake Road

Mt. Kisco, NY

## EXPERIENCE

Fall 2021 - present

**Westchester Local Food Project**

Media Director and Advisory Board Member

- Responsible for all strategy, planning, tactical execution, implementation, optimization, and performance analysis.

2013 - present

**Mey Marple Photography**

Fine Arts Photographer

- Co-producer of Develop Photo Week in TriBeCa, NYC
- Work Exhibited at Soho Photo Gallery, Salmagundi Club, the Mount Kisco Library
- Published by Edible Hudson Valley

2018 - Present

**Freelance Designer**

- Design weekly graphics for UU Fellowship of Mount Kisco
- Design and maintain websites for clients
- Design social media graphic content

2009 - Fall 2021

**InterGenerate**

Garden Manager and Board Member

- Developed and implemented all aspects of the garden plan, coordinated members/volunteers, and managed the yearly budget.

**VEOLIA**

**Village/Town of Mount Kisco**

**Monthly Report**  
**Byram Lake Water Treatment Plant**  
**Leonard Park Water Treatment Plant**

David Connor  
Area Manager

Stephen Schmidt  
Project Manager

February 2023

## FACILITY OVERVIEW

### BYRAM LAKE WATER FILTRATION PLANT

- During the month of February the treatment plant produced a total of 32,943,000 gallons for a daily average production of 1,176,536 gallons per day (gpd). Peak production occurred on February 1st, with gallons 1,662,000 produced. The January average production was 1,395,097gpd and the December average production was 1,385,548gpd (Note: Due to the loss of the Controlotron flow meter, we are using the Rosemount back up which is less accurate during night flows.)

### LEONARD PARK WELLS WATER TREATMENT

- During the month of February Leonard Park was not used. Total monthly production from Leonard Park was 0 gallons for a daily average production of 0gpd. The January average was 3656gpd and the December average production was 11,116gpd. The wells are off at this time.

### TOTAL WATER PRODUCTION

- The total water production for the month of February was 32,943,000 gallons, for an average of 1,176,536gpd. The January average was 1,398,752gpd and the December average production was 1,396,665gpd

### BYRAM LAKE STATUS

- On February 1<sup>st</sup> Byram Lake Reservoir was at 93 % of capacity. On February 28th, , the lake capacity was 93%. The Leonard Park Wells are off at this time.

### OVERNIGHT FLOW EVALUATION

- We have attached a spreadsheet evaluating drop in the clear well (CW) levels between the hours of 2:00 and 4:00 AM. The spreadsheet converts the tank drop to average flow rates in gallons per minute (gpm). The February average flow rate was 353.91gpm, the maximum was 656.25gpm, and the minimum was 0.00gpm. During January the average flow rate was 382.93gpm, the maximum was 510.42gpm, and the minimum was 335.42gpm.

### COMPLIANCE OVERVIEW

- During the month all State and Federal treatment standards were met. The combined filter effluent turbidity readings were below the 0.3 NTU limit. The highest recorded combined filter effluent turbidity was .179 NTUs and the average effluent turbidity was .107 NTUs.
- February's water quality met or exceeded all State and Federal Drinking Water Standards. A copy of the routine monthly monitoring results collected can be reviewed in the Monthly DOH report that was forwarded earlier this month.

### PROPOSED PROJECTS PENDING APPROVAL

In February we took these actions to begin soliciting proposals for the following repair projects. We will present the proposals with our recommendations when the information is available:

Quotes for new raw water Inline turbidimeter.

Quotes for new chemical pumps.

Quotes to upgrade lights in the Raw Water PS

### PROJECTS IN PROCESS

In February the following actions were taken to move forward on approved projects

Maintenance of various equipment.

Completed equipment assessment list.

SCADA switch over with GCS.

SCADA Work continuing.

NIC installed new SCADA security system.

Perfection Detection installing new Fire Alarm system and cameras.

## COMPLETED PROJECTS

During February the following maintenance and repair projects were completed. The work was completed by our staff unless otherwise noted:

- February 1st- Perfection Detection working on installing cameras.
- February 2nd- Cleaned PCH-180 system.
- February 3rd- Replaced PCH-180 chemical pump.
- February 3rd- Cleaned and calibrated Filter #2's inline turbidity.
- February 4th- DPW removed tree that fell on the driveway.
- February 5th- Camera work continuing.
- February 7th- Cleaned raw water turbidimeter.
- February 7th- Cleaned out blower air lines at the head of the plant.
- February 7th- Charged generator battery.
- February 8th- PCH-180 chemical pump now in auto operation.
- February 8th- Dam inspection was scheduled for the 7th, no D.E.C. representative was on site.
- February 8th- Picked up 4 tires that were dumped near the dam.
- February 9th- Camera work continuing.
- February 9th- Monthly samples.
- February 10th- Cleared water out of Filter #3's influent valve's airline.
- February 12th- High clearwell alarm at Leonard Park.

- February 13th- SCADA #1 lost communications. Found loose cable.
- February 13th- Cleaned polymer static mixer and blew out feed line.
- February 15th- Replaced airline to e.#2's pressure gaug
- February 15th- Lost communication with Chase storage tank. Water Department reset reading.
- February 16th- Perfection Detection completed all work at the filter plant.
- February 16th- Tree company cutting trees down near the dam.
- February 17th- Power blip. Reset chemical and communications.
- February 21st- Cleared brush around catch basin down at the raw water pump station.
- February 22nd- Cleared brush from around catch basin here at the filter plant.
- February 22nd- Bled out pressure gauge line on filter #2. Backwash had stopped on "High Filter Pressure" alarm.
- February 22nd- Replaced #1's airline to the clarifier pressure gauge. Was clogged with a foreign substance.
- February 23rd- A&M Compressor on site for semi-annual maintenance.
- February 24th- Shannon Chemical removed empty ortho barrels.
- February 27th- Kinsley on site for maintenance on the pump station generator. Found the fuel filter housing leaking. Sent a quote for repair to the Village.
- February 28th- Bedford testing new booster station. Will need to take water in early March, due to Aqueduct shut down.

MOUNT KISCO WATER PLANT MONTHLY FLOW READINGS

*Surface*

Byram		Recycle				Combine Eff.				
Raw Flow		February-23								
Date	Reading 12pr	Flow	Reading 12pm	Flow	Flow	Reading 12	Date	Recycle	CFE+Rec	Raw-Rec
1	5010221	2.121	670555690	170000	1,662,000	3429245	1	0.1700	1662000	1.951
2	5012412	2.176	670725690	170000	1,472,000	3430907	2	0.1700	1472000	2.006
3	5014658	1.946	670895690	145000	1,478,000	3432379	3	0.1450	1478000	1.801
4	5016674	2.118	671040690	170000	918,000	3433857	4	0.1700	918000	1.948
5	5018862	2.122	671210690	130000	1,207,000	3434775	5	0.1300	1207000	1.992
6	5021054	2.209	671340690	170000	1,266,000	3435982	6	0.1700	1266000	2.039
7	5023333	1.851	671510690	115000	1,160,000	3437248	7	0.1150	1160000	1.736
8	5025254	2.329	671625690	170000	1,306,000	3438408	8	0.1700	1306000	2.159
9	5027653	1.806	671795690	140000	1,208,000	3439714	9	0.1400	1208000	1.666
10	5029529	2.125	671935690	145000	1,223,000	3440922	10	0.1450	1223000	1.980
11	5031724	1.757	672080690	130000	958,000	3442145	11	0.1300	958000	1.627
12	5033551	2.033	672210690	170000	1,042,000	3443103	12	0.1700	1042000	1.863
13	5035654	1.723	672380690	130000	1,139,000	3444145	13	0.1300	1139000	1.593
14	5037447	2.114	672510690	170000	1,111,000	3445284	14	0.1700	1111000	1.944
15	5039631	2.020	672680690	200000	1,169,000	3446395	15	0.2000	1169000	1.820
16	5041721	1.939	672880690	145000	1,153,000	3447564	16	0.1450	1153000	1.794
17	5043730	2.157	673025690	215000	1,266,000	3448717	17	0.2150	1266000	1.942
18	5045957	1.825	673240690	145000	909,000	3449983	18	0.1450	909000	1.680
19	5047852	1.760	673385690	130000	1,023,000	3450892	19	0.1300	1023000	1.630
20	5049682	1.724	673515690	155000	1,119,000	3451915	20	0.1550	1119000	1.569
21	5051476	1.969	673670690	185000	1,131,000	3453034	21	0.1850	1131000	1.784
22	5053515	2.005	673855690	130000	1,082,000	3454165	22	0.1300	1082000	1.875
23	5055590	1.843	673985690	185000	1,166,000	3455247	23	0.1850	1166000	1.658
24	5057503	2.060	674170690	160000	1,290,000	3456413	24	0.1600	1290000	1.900
25	5059633	1.897	674330690	170000	931,000	3457703	25	0.1700	931000	1.727
26	5061600	1.691	674500690	145000	1,133,000	3458634	26	0.1450	1133000	1.546
27	5063361	2.111	674645690	185000	1,186,000	3459767	27	0.1850	1186000	1.926
28	5065542	1.744	674830690	130000	1,235,000	3460953	28	0.1300	1235000	1.614
1	5067356		674960690			3462188	1	0.0000		
SUM		55.175		4405000	32,943,000	0		4.41	32943004	50.77
AVG		1.971		157321	1,176,536	* Above #		0.152	1176536	1.813
Sck		55175		4405	32943	is Combined				
Ack		1971		157	1177	Eff. Flow + Rec				



Date	am	CW # 1	Loss	MGD	am	CW # 2	Loss	MGD	#1+ # 2MGD	GPM
1-Feb	2:00	16.92	0.25	0.021875	2:00	17.32	0.26	0.022750	0.044625	371.88
	4:00	16.67			4:00	17.06				
2-Feb	2:00	18.30	0.00	0.000000	2:00	18.73	0.00	0.000000	0.000000	0.00
	4:00	18.30			4:00	18.73				
3-Feb	2:00	17.72	0.24	0.021000	2:00	18.15	0.27	0.023625	0.044625	371.87
	4:00	17.48			4:00	17.88				
4-Feb	2:00	17.22	0.26	0.022750	2:00	17.64	0.25	0.021875	0.044625	371.87
	4:00	16.96			4:00	17.39				
5-Feb	2:00	16.72	0.26	0.022750	2:00	17.13	0.24	0.021000	0.043750	364.58
	4:00	16.46			4:00	16.89				
6-Feb	2:00	17.27	0.28	0.024500	2:00	17.66	0.28	0.024500	0.049000	408.33
	4:00	16.99			4:00	17.38				
7-Feb	2:00	17.43	0.27	0.023625	2:00	17.84	0.30	0.026250	0.049875	415.63
	4:00	17.16			4:00	17.54				
8-Feb	2:00	17.24	0.26	0.022750	2:00	17.64	0.25	0.021875	0.044625	371.87
	4:00	16.98			4:00	17.39				
9-Feb	2:00	17.96	0.25	0.021875	2:00	18.36	0.27	0.023625	0.045500	379.17
	4:00	17.71			4:00	18.09				
10-Feb	2:00	17.72	0.24	0.021000	2:00	18.15	0.27	0.023625	0.044625	371.87
	4:00	17.48			4:00	17.88				
11-Feb	2:00	17.43	0.27	0.023625	2:00	17.84	0.30	0.026250	0.049875	415.63
	4:00	17.16			4:00	17.54				
12-Feb	2:00	16.72	0.26	0.022750	2:00	17.13	0.24	0.021000	0.043750	364.58
	4:00	16.46			4:00	16.89				
13-Feb	2:00	18.18	0.00	0.000000	2:00	18.60	0.00	0.000000	0.000000	0.00
	4:00	18.18			4:00	18.60				
14-Feb	2:00	17.03	0.25	0.021875	2:00	17.42	0.25	0.021875	0.043750	364.58
	4:00	16.78			4:00	17.17				
15-Feb	2:00	17.69	0.26	0.022750	2:00	18.09	0.28	0.024500	0.047250	393.75
	4:00	17.43			4:00	17.81				
16-Feb	2:00	17.76	0.25	0.021875	2:00	18.12	0.24	0.021000	0.042875	357.29
	4:00	17.51			4:00	17.88				
17-Feb	2:00	17.59	0.25	0.021875	2:00	17.97	0.26	0.022750	0.044625	371.87
	4:00	17.34			4:00	17.71				
18-Feb	2:00	18.24	0.24	0.021000	2:00	18.66	0.26	0.022750	0.043750	364.58
	4:00	18.00			4:00	18.40				
19-Feb	2:00	18.13	0.24	0.021000	2:00	18.53	0.22	0.019250	0.040250	335.42
	4:00	17.89			4:00	18.31				
20-Feb	2:00	17.90	0.23	0.020125	2:00	18.31	0.25	0.021875	0.042000	350.00
	4:00	17.67			4:00	18.06				
21-Feb	2:00	17.55	0.45	0.039375	2:00	17.94	0.45	0.039375	0.078750	656.25
	4:00	17.10			4:00	17.49				
22-Feb	2:00	17.69	0.25	0.021875	2:00	18.07	0.24	0.021000	0.042875	357.29
	4:00	17.44			4:00	17.83				
23-Feb	2:00	17.93	0.27	0.023625	2:00	18.31	0.27	0.023625	0.047250	393.75
	4:00	17.66			4:00	18.04				
24-Feb	2:00	17.52	0.24	0.021000	2:00	17.91	0.23	0.020125	0.041125	342.71
	4:00	17.28			4:00	17.68				
25-Feb	2:00	17.91	0.24	0.021000	2:00	18.32	0.24	0.021000	0.042000	350.00
	4:00	17.67			4:00	18.08				
26-Feb	2:00	18.07	0.25	0.021875	2:00	18.49	0.23	0.020125	0.042000	350.00
	4:00	17.82			4:00	18.26				
27-Feb	2:00	17.43	0.42	0.036750	2:00	17.84	0.43	0.037625	0.074375	619.79
	4:00	17.01			4:00	17.41				
28-Feb	2:00	17.86	0.30	0.026250	2:00	18.28	0.34	0.029750	0.056000	466.67
	4:00	17.56			4:00	17.94				
Note: There are 87,500 gal/ft (estimate), ex: 20 ft * 87500 = 1,750,000									<b>0.044042</b>	<b>353.91</b>
										<b>656.25</b>



March 1, 2023

Mr. Marian Pompa  
Program Administrator  
Westchester County  
Department of Environmental Facilities  
270 North Avenue  
New Rochelle, New York 10801-5106

Re: Village/Town of Mount Kisco  
Sewage Pumping Flow Meter Charts

Dear Mr. Pompa:

Transmitted herewith are prints of the Venturi Meter Flow Charts for the Village/Town of Mount Kisco Sewage Pumping Station showing all pumpage for the Saw Mill Trunk. These totals are for the month of February, 2023.

The total pumpage is 34.1 MG for the month of February 2023.

Sincerely yours,

*Michael Corsi*

Michael Corsi  
Water Department

Enclosure

MC/ld

### FEBRUARY, 2023 Sewer Plant Readings

DATE	TOTALIZER	INFLOW	EAST LINE		WEST LINE		OUTFLOW		TOTAL OUTFLOW	TWO DAY AVERAGE	THREE DAY AVERAGE
			TOTALIZER	OUTFLOW	TOTALIZER	OUTFLOW	OUTFLOW	OUTFLOW			
01-Feb-23	8,156,544,100	1,471,300	1,724,972,900	391,100	2,728,921,500	982,400	1,373,500	1,399,650	1,423,400		
02-Feb-23	8,158,015,400	1,519,000	1,725,364,000	378,200	2,729,903,900	1,047,600	1,425,800	1,448,350	1,423,400		
03-Feb-23	8,159,534,400	1,587,700	1,725,742,200	435,600	2,730,951,500	1,035,300	1,470,900	1,407,100	1,413,333		
04-Feb-23	8,161,122,100	1,434,400	1,726,177,800	317,300	2,731,986,800	1,026,000	1,343,300	1,398,450	1,422,600		
05-Feb-23	8,162,556,500	1,587,300	1,726,495,100	330,900	2,733,012,800	1,122,700	1,453,600	1,321,600	1,328,833		
06-Feb-23	8,164,143,800	1,298,800	1,726,826,000	270,900	2,734,135,500	918,700	1,189,600	1,244,400	1,314,133		
07-Feb-23	8,165,442,600	1,433,900	1,727,096,900	280,300	2,735,054,200	1,018,900	1,299,200	1,305,050	1,266,567		
08-Feb-23	8,166,876,500	1,451,700	1,727,377,200	303,100	2,736,073,100	1,007,800	1,310,900	1,294,700	1,266,200		
09-Feb-23	8,168,328,200	1,410,900	1,727,680,300	267,900	2,737,080,900	1,010,600	1,278,500	1,280,650	1,290,733		
10-Feb-23	8,169,739,100	1,405,000	1,727,948,200	272,700	2,738,091,500	1,010,100	1,282,800	1,258,650	1,265,267		
11-Feb-23	8,171,144,100	1,339,500	1,728,220,900	251,500	2,739,101,600	983,000	1,234,500	1,293,400	1,289,867		
12-Feb-23	8,172,483,600	1,488,300	1,728,472,400	264,200	2,741,172,700	1,088,100	1,352,300	1,229,450	1,231,133		
13-Feb-23	8,173,971,900	1,217,800	1,728,736,600	216,200	2,741,172,700	890,400	1,106,600	1,157,550	1,222,467		
14-Feb-23	8,175,189,700	1,331,200	1,728,952,800	227,900	2,742,063,100	980,600	1,208,500	1,200,750	1,169,367		
15-Feb-23	8,176,520,900	1,309,600	1,729,180,700	226,200	2,743,043,700	966,800	1,193,000	1,199,550	1,202,533		
16-Feb-23	8,177,830,500	1,330,100	1,729,406,900	205,800	2,744,010,500	1,000,300	1,206,100	1,191,500	1,192,000		
17-Feb-23	8,179,160,600	1,321,800	1,729,612,700	820,200	2,745,010,800	356,700	1,176,900	1,183,800	1,191,233		
18-Feb-23	8,180,482,400	1,319,500	1,730,432,900	966,800	2,745,367,500	223,900	1,190,700	1,196,300	1,189,833		
19-Feb-23	8,181,801,900	1,336,600	1,731,399,700	1,014,500	2,745,591,400	187,400	1,201,900	1,092,800	1,125,433		
20-Feb-23	8,183,138,500	1,093,700	1,732,414,200	830,200	2,745,778,800	153,500	983,700	1,039,200	1,093,433		
21-Feb-23	8,184,232,200	1,225,000	1,734,088,200	843,800	2,746,183,200	250,900	1,094,700	1,104,750	1,064,400		
22-Feb-23	8,185,457,200	1,237,700	1,734,956,700	868,500	2,746,429,500	246,300	1,114,800	1,112,800	1,106,767		
23-Feb-23	8,186,694,900	1,239,400	1,735,893,500	936,800	2,746,603,500	174,000	1,110,800	1,113,900	1,114,200		
24-Feb-23	8,187,934,300	1,249,500	1,736,807,200	913,700	2,746,806,800	203,300	1,117,000	1,117,700	1,115,400		
25-Feb-23	8,189,183,800	1,242,000	1,737,717,600	910,400	2,747,014,800	208,000	1,118,400	1,145,500	1,136,000		
26-Feb-23	8,190,425,800	1,310,800	1,738,752,500	1,034,900	2,747,152,500	137,700	1,172,600	1,066,100	1,083,533		
27-Feb-23	8,191,736,600	1,072,500	1,739,599,300	846,800	2,747,265,300	112,800	959,600	1,046,150	1,088,300		
28-Feb-23	8,194,096,100	1,287,000	1,740,610,500	1,011,200	2,747,386,800	121,500	1,132,700	566,350	697,433		

TOTAL  
DAILY AVERAGE

37,552,000  
1,341,143

15,637,600  
558,486

18,465,300  
659,475

34,102,900  
1,217,961

MOUNT KISCO SAW MILL PUMP STATION

FLOW DATA

ALL READINGS AT 8 A.M.

DATE: FEB 2023

DAY	INFLUENT		PUMPAGE				TO		EFFLUENT EAST & WEST FLOW GALLONS
			EQUALIZING TANK		EAST LINE		WEST LINE		
	TOTALIZER	FLOW	TOTALIZER	FLOW	TOTALIZER	FLOW	TOTALIZER	FLOW	
	MILLONS		OF						
	81565441				17249729		27289215		
1	81580154	1.4713			17253640	.3911	27299039	.9824	1.3735
2	81595344	1.5190			17257422	.3782	27309515	1.0476	1.4258
3	81611221	1.5877			17261778	.4356	27319868	1.0353	1.4709
4	81625565	1.4344			17264951	.3173	27330128	1.0260	1.3433
5	<del>81671428</del>		NO CHECK		<del>17268260</del>		<del>27341355</del>		
6	81654426	2.8861			17270969	.6018	27350542	2.0414	2.6432
7	81668765	1.4339			17273772	.2803	27360731	1.0189	1.2992
8	81683282	1.4517			17276803	.3031	27370809	1.0078	1.3109
9	81697391	1.4109			17279482	.2679	27380915	1.0106	1.2785
10	81711441	1.4050			17282209	.2727	27391016	1.0101	1.2828
11	81724836	1.3395			17284724	.2515	27400846	.9830	1.2345
12	<del>81737711</del>		NO CHECK		<del>17287360</del>		<del>27411727</del>		
13	81751897	2.7061			17289528	.4804	27420631	1.9785	2.4589
14	81765209	1.3312			17291807	.2279	27430437	.9806	1.2085
15	81778305	1.3076			17294069	.2262	27440105	.9668	1.1930
16	81791606	1.3301			17296127	.2058	27450108	1.0003	1.2061
17	81804824	1.3218			17304329	.8202	27453675	.3567	1.1764
18	81818019	1.3195			17313997	.9668	27455914	.2299	1.1907
19	<del>81831335</del>		NO CHECK		<del>17324140</del>		<del>27457758</del>		
20	81842322	2.4303			17332449	1.8447	27459323	1.3409	2.1850
21	81854572	1.2250			17340882	.8438	27461832	.2509	1.0947
22	81866949	1.2377			17349567	.8685	27464295	.2463	1.1148
23	81879343	1.2394			17358935	.9368	27466035	.1740	1.1108
24	81891838	1.2495			17368072	.9137	27468067	.2032	1.1169
25	81904258	1.2420			17377176	.9104	27470148	.2081	1.1185
26	<del>81917360</del>		NO CHECK		<del>17387525</del>		<del>27471523</del>		
27	81928091	2.3833			17395993	1.8817	27472653	.2505	2.1322
28	81940961	1.2870			17406105	1.0112	27473868	.1215	1.1327
29									
30									
31									
TOTALS:									

REMARKS:

<b>DATE</b>	<b>Leonard Park Well <u>GROUND</u></b>	<b>Water Plant <u>SURFACE</u></b>	<b><u>TOTAL</u></b>
01-Feb-23	0	1,662,000	1,662,000
02-Feb-23	0	1,472,000	1,472,000
03-Feb-23	0	1,478,000	1,478,000
04-Feb-23	0	918,000	918,000
05-Feb-23	0	1,207,000	1,207,000
06-Feb-23	0	1,266,000	1,266,000
07-Feb-23	0	1,160,000	1,160,000
08-Feb-23	0	1,306,000	1,306,000
09-Feb-23	0	1,208,000	1,208,000
10-Feb-23	0	1,223,000	1,223,000
11-Feb-23	0	958,000	958,000
12-Feb-23	0	1,042,000	1,042,000
13-Feb-23	0	1,139,000	1,139,000
14-Feb-23	0	1,111,000	1,111,000
15-Feb-23	0	1,169,000	1,169,000
16-Feb-23	0	1,153,000	1,153,000
17-Feb-23	0	1,266,000	1,266,000
18-Feb-23	0	909,000	909,000
19-Feb-23	0	1,023,000	1,023,000
20-Feb-23	0	1,119,000	1,119,000
21-Feb-23	0	1,131,000	1,131,000
22-Feb-23	0	1,082,000	1,082,000
23-Feb-23	0	1,166,000	1,166,000
24-Feb-23	0	1,290,000	1,290,000
25-Feb-23	0	931,000	931,000
26-Feb-23	0	1,133,000	1,133,000
27-Feb-23	0	1,186,000	1,186,000
28-Feb-23	0	1,235,000	1,235,000
<b>TOTAL</b>	<b>0</b>	<b>32,943,000</b>	<b>32,943,000</b>
<b>DAILY AVERAGE</b>	<b>0</b>	<b>1,176,536</b>	<b>1,176,536</b>
<b>OFF LINE</b>	<b>2/1/23-2/28/23</b>		



**MAYOR**

Gina D. Picinich

**VILLAGE TRUSTEES**

Lisa C. Abzun

DEPUTY MAYOR

Anne B. Bianchi

Karine P. Patiño

Karen B. Schleimer

**VILLAGE MANAGER**

Edward W. Brancati

**ASSISTANT  
VILLAGE MANAGER**

Kenneth L. Famulare

**VILLAGE/TOWN OF MOUNT KISCO**

WESTCHESTER COUNTY, NEW YORK

104 Main Street, Mount Kisco, NY 10549-0150

Tel (914) 241-0500 • Fax (914) 241-9018

www.mountkisco.ny.gov

**OATH OF OFFICE**

**STATE OF NEW YORK            )**  
**:ss.: MOUNT KISCO**  
**COUNTY OF WESTCHESTER)**

I, **Brigitte Bürgler** having been appointed to the **Climate Smart Communities Task Force** to the Village/Town of Mount Kisco do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I am eligible to hold the office to which I have been appointed, and that I will faithfully discharge the duties thereof to the best of my ability.

\_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

Appointed: March 20, 2023

Term Expires: December 1, 2024



**Classified Ad Receipt  
(For Info Only - NOT A BILL)**

**Customer:** MT KISCO TOWN/VILLAGE OF  
**Address:** 104 E MAIN ST  
MOUNT KISCO NY 10549  
USA

**Ad No.:** 0005589927  
**Pymt Method** Credit Card  
**NET AMOUNT** \$58.00  
**Zone:** TJN-Westchester  
**No. of Affidavits:** 1

**Run Times:** 1  
**Run Dates:** 02/12/23

**Text of Ad:**

VILLAGE/TOWN OF MOUNT KISCO  
PUBLIC NOTICE

Please take notice that the Board of Trustees of the Village/Town of Mount Kisco has scheduled a public hearing on Thursday, February 23, 2023 at 7:00 pm or as soon thereafter as possible, in the Frank J. DiMicco Board Room in Village Hall, located at 104 Main Street, Mount Kisco, New York, to discuss a proposed Local Law 2023-1 to amend Chapter 51 of Village Code – Building Code.  
By Order of Mayor Picinich and the Board of Trustees  
Edward W. Brancati, Village Manager





**MAYOR**

Gina D. Picinich

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**VILLAGE/TOWN OF MOUNT KISCO**

**PUBLIC NOTICE**

Please take notice that the Board of Trustees of the Village/Town of Mount Kisco has scheduled a public hearing on **Thursday, February 23, 2023 at 7:00 pm** or as soon thereafter as possible, in the Frank J. DiMicco Board Room in Village Hall, located at 104 Main Street, Mount Kisco, New York, to discuss a proposed Local Law 2023-1 to amend Chapter 51 of Village Code – Building Code.

By Order of Mayor Picinich and the Board of Trustees  
Edward W. Brancati, Village Manager

**VILLAGE/TOWN OF MOUNT KISCO  
PROPOSED LOCAL LAW #1 OF 2023**

**To Amend the Village Code to be in accordance with the New York State Uniform Building Code, improve the quality of construction and fire safety in the Village, and for the protection and preservation of the environment.**

**Be it enacted by the Village Board of the Village/Town of Mount Kisco of the County of Westchester as follows:**

**Section 1.** Chapter 51 of the Code of the Village/Town of Mount Kisco is hereby repealed in its entirety and replaced with this local law, which shall be known as the “Building Construction and Fire Prevention Code” and shall read as follows:

**Article I. Building Code Administration**

**§ 51-1 Purpose and intent.**

This Chapter 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 the Village/Town of Mount Kisco. This Chapter is adopted pursuant to § 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 Chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this Chapter.

**§ 51-2 Definitions.**

As used in this Article, the following terms shall have the meanings indicated:

**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.

**BUILDING INSPECTOR**

The Building Inspector appointed pursuant to Subsections **A** and **C** of § **51-20** of this Article and shall also mean the Code Enforcement Officer appointed pursuant to Subsection **B** of § **51-3** of this Article.

**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 Article.

**CERTIFICATE OF COMPLIANCE**

A certificate issued pursuant to Subsection **B** of § **51-9** of this Article.

**CERTIFICATE OF OCCUPANCY**

A certificate issued pursuant to Subsection **B** of § **51-9** of this Article.

**CODE ENFORCEMENT OFFICER**

Shall mean the Code Enforcement Officer appointed pursuant to Subsection **B** of § **51-3** of this local law and also mean the Building Inspector pursuant to Subsections **A** and **C** of § **51-20** of this local law.

**CODE ENFORCEMENT PERSONNEL**

Shall include the Code Enforcement Officer and all inspectors.

**CODES**

The Uniform Code and Energy Code, and hereafter as amended from time to time.

**DWELLING UNIT**

As defined in § 110-59 of the Code of the Village/Town of Mount Kisco.

**ENERGY CODE**

The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

**FIRE CODE NEW YORK STATE (FCNYS)**

The 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225 and hereafter as amended from time to time.

**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 § 51-3 of this Article.

**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 § 51-10 of this Article. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this Article.

**ORDER TO REMEDY**

An order issued by the Code Enforcement Officer pursuant to Subsection A of § 51-17 of the Village Code.

**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.

## **PROPERTY MAINTENANCE CODE NEW YORK STATE (PMCNYS)**

The 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226 and hereafter as amended from time to time.

## **RESIDENTIAL CODE NEW YORK STATE (RCNYS)**

The 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220 and hereafter as amended from time to time

## **STOP WORK ORDER**

An order issued pursuant to § 51-6 of this Article.

## **STRUCTURE**

As defined in § 110-59 of the Code of the Village/Town of Mount Kisco.

## **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.

## **TEMPORARY CERTIFICATE**

A certificate issued pursuant to Subsection D of § 51-7 of this Article.

## **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/Town of Mount Kisco.

### **§ 51-3 Code Enforcement Officer, Building Inspector, and Inspectors; Powers and Duties.**

- A. The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this Chapter. The Code Enforcement Officer shall have the following powers and duties:
- (1) To receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy or Certificates of Compliance, Temporary Certificates 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 or Certificates of Compliance, Temporary Certificates and Operating Permits and to include in Building Permits, Certificates of Occupancy/Certificates of Compliance, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;
  - (3) To conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy or Certificates of Compliance, Temporary Certificates 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 Chapter;
  - (4) To issue Stop-Work Orders;
  - (5) To review and investigate complaints;

- (6) To issue orders pursuant to Subsection A of § 51-17, Enforcement; penalties for offenses, of this Article;
  - (7) To maintain records;
  - (8) To collect fees as set by the Board of Trustees of the Village;
  - (9) To pursue administrative enforcement actions and proceedings;
  - (10) In consultation with the Village's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this Chapter or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this Article; and
  - (11) To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this Article.
- B. The Code Enforcement Officer shall be the Building Inspector appointed by the Board of Trustees. The Code Enforcement Officer 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 Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.
- C. In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Board of Trustees to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this Article.
- D. One or more Inspectors may be appointed by the Board of Trustees or Village Manager to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this Article. 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 State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.
- E. The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Board of Trustees.
- F. Conflicts of Interest. The Building Inspector shall not engage in any activity inconsistent with their duties or with the interests of the Village, nor shall they, during the term of their employment, be engaged, directly or indirectly, in any building business, in the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building or the preparation of plans or specifications thereof within the Village, except only that this provision shall not prohibit any employee from such activities in connection with the construction of a building or structure owned by them and not constructed for sale. The Building Inspector shall also be subject to the provisions of Chapter 9 and Chapter 23 of the Village Code.

#### § 51-4 Building Permits.

- A. Building Permits required. Except as otherwise provided in Subsection B of this section, 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 Code Enforcement Officer.

- 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 that the gross floor area does not exceed 144 square feet subject to compliance with zoning provisions ;
  - (2) Construction of temporary sets and scenery associated with motion picture, television, and theater uses;
  - (3) Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
  - (4) Installation of partitions or movable cases less than five feet nine inches in 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;
  - (7) Replacement of any equipment, provided that the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
  - (8) Repairs, provided that such work does not have an impact on fire and life safety, such as:
    - (a) any part of the structural system;
    - (b) The required means of egress; or
    - (c) 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 noncompliant work. The exemption from the requirement to obtain a Building Permit for work in any category set forth in Subsection **B** of this section 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 the Building Department. 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 Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer 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, including, but not limited to:
- (1) A description of the proposed work;
  - (2) The Tax Map number and the street address of the premises where the work is to be performed;
  - (3) The occupancy classification of any affected building or structure;

- (4) Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code;
- (5) At least two sets of construction documents (drawings and/or specifications) which:
  - (a) Describe the location, nature, extent, and scope of the proposed work;
  - (b) Show that the proposed work will conform to the applicable provisions of the Codes;
  - (c) Show the location, construction, size, and character of all portions of the means of egress;
  - (d) Show a representation of the building thermal envelope;
  - (e) 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;
  - (f) Show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building;
  - (g) Include a written statement indicating compliance with the Energy Code;
  - (h) Where applicable, 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
  - (i) 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.

E. 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 Subsection **D(5)** of this section and any other applicable administrative requirements of this Chapter. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the code enforcement 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.

F. Issuance of Building Permits. 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 Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and the Energy Code.

- G. 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.
- H. 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 Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer 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.
- I. Time limits. Building Permits shall become invalid unless the authorized work is commenced within six (6) months following the date of issuance. Building Permits shall expire twelve (12) months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subsection may be renewed upon application by the Permit Holder, payment of the fees referenced in this Article, and approval of the application by the Code Enforcement Officer.
- J. Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, or inaccurate or incomplete information or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that:
  - (1) All work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code; and
  - (2) All work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.
- K. Fee. The fee specified in Chapter **A112**, Fees, 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.

**§ 51-5 Construction inspections.**

- A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in Subsection **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, including, but not limited to:
  - (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;
  - (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; and
- (10) Installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
- (11) A final inspection after all work authorized by the Building Permit has been completed.

- C. Remote inspections. Remote inspections shall only be permitted during a declared state of emergency applicable to the Village/Town of Mount Kisco. During such declared emergency and at the discretion of the Code Enforcement Officer 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 Code Enforcement Officer 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 Code Enforcement Officer 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 Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- D. 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 where the work fails to comply with the Uniform Code or the Energy Code. Work not in compliance with any applicable provision of the Uniform Code or the 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, reinspected, and found satisfactory as completed.
- E. Fee. The fee specified in Chapter **A112**, Fees must be paid prior to or at the time of each inspection performed pursuant to this section.

#### § 51-6 Stop Work Orders.

- A. Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:
- (1) Any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or the 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 Code Enforcement Officer, 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:

- (1) Be in writing;
  - (2) Be dated and signed by the Code Enforcement Officer;
  - (3) State the reason or reasons for issuance; and
  - (4) If applicable, state the conditions which must be satisfied before work will be permitted to resume.
- C. Service of Stop Work Orders. The Code Enforcement Officer 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 registered mail. The Code Enforcement Officer 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 registered 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.
- E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in Subsection A of this section, 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 § 51-17, Violations, of this Article or under any other applicable Chapter 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.
- F. Right to Inspect. Any Building Inspector, upon the showing of proper credentials and in the discharge of their duties, shall be provided access to any building, structure or premises at any reasonable hour for purposes of inspecting work for which a permit was issued or would require issuance of a permit. Owners, agents, operators and occupants shall be responsible for providing access to all parts of the premises within their control to authorized personnel acting in the performance of their duties.

#### § 51-7 Certificates of Occupancy or Certificates of Compliance.

- A. Certificates of Occupancy or 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.
- B. Issuance of Certificate of Occupancy or Certificate of Compliance. The Code Enforcement Officer 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 the Energy Code and, if applicable, 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 the Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer 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 Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be

provided to the Code Enforcement Officer 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.

C. Contents of Certificate of Occupancy or Certificate 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, 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; and
- (9) The signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

D. Temporary Certificate of Occupancy. The Code Enforcement Officer 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 Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer 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 Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as they deem 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 six (6) months and shall comply with provisions of Chapter **110**, which shall be determined by the Code Enforcement Officer 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.

- E. Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy or Certificate 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 Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.
- F. Fee. The fee specified in Chapter **A112**, Fees, must be paid at the time of submission of an application for a Certificate of Occupancy or Certificate of Compliance or for Temporary Certificate of Occupancy.

#### **§ 51-8 Notification regarding fire or explosion.**

The chief of any fire department providing firefighting services for a property within the Village shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel-burning appliance, chimney or gas vent.

#### **§ 51-9 Unsafe building and structures.**

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

- A. Unsafe buildings. All buildings or structures which are structurally unsafe, unsanitary or not provided with adequate egress or which constitute a fire hazard or are otherwise dangerous to human life or which, in relation to existing use, constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment are, severally, for the purpose of this section, unsafe buildings. All such unsafe buildings are hereby declared to be illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the procedure of this section.
- B. The Building Inspector shall examine or cause to be examined every building reported as unsafe or damaged and shall make a written record of such examination.
- C. Whenever the Building Inspector shall find any building or structure or portion thereof to be an unsafe building as defined in this section, he shall, in the same manner as provided for the service of stop work orders in § **51-6**, give to the owner, agent or person in control of such building or structure written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements or to demolish and remove the building or structure or portion thereof.
- D. Equipment and material test. 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 Building Inspector may require the same to be subjected to tests in order to furnish proof of such compliance.
- E. If the Building Inspector finds that there is actual and immediate danger of failure or collapse so as to endanger life, such notice shall also require the building, structure or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the building official. The Building Inspector shall cause to be posted at each entrance to such building a notice: THIS BUILDING IS UNSAFE, AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING INSPECTOR. Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents or other servants to remove such notice without written permission of the Building Inspector or for any person to enter the building, except for the purpose of making the required repairs or of demolishing same.
- F. In case the owner, agent or person in control cannot be found within the stated time limit or if such

owner, agent or person in control shall fail, neglect or refuse to comply with the notice to repair, to rehabilitate or to demolish and remove such building or structure or portion thereof, the Village Counsel shall be advised of all the facts in the case and shall institute an appropriate action in the courts to compel compliance.

- G. In cases of emergency which, in the opinion of the Building Inspector, involve imminent danger to human life or health, he shall promptly cause such building, structure or portion thereof to be made safe or removed. For this purpose, he may at once enter such structure or land on which it stands or abutting land or structure with such assistance and at such cost as may be necessary. He may vacate adjacent structures and protect the public by appropriate barricades or such other means as may be necessary and for this purpose may close a public or private way.
- H. Costs incurred under Subsections F and G of this section shall be paid out of the municipal treasury on certificate of the Building Inspector. Such costs shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

### § 51-10 Operating Permits.

- A. Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:
  - (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 Article 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 provisions of the New York State and Westchester County Sanitary Codes and a permit obtained from the Westchester County Department of Health for the operation of a Mobile Food Unit.
- (3) 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.
  - (4) buildings containing one or more assembly areas;
  - (5) outdoor events where the planned attendance exceeds 1,000 persons;
  - (6) facilities that store, handle or use hazardous production materials;
  - (7) parking garages as defined in subdivision (a) of section 13 of this Article;
  - (8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Board of Trustees of this Village; and
  - (9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Board of Trustees of this Village.

Any person who proposes to undertake any activity or to operate any type of building listed in this Subsection A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

- 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 Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer 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 Code Enforcement Officer, at the expense of the applicant.
- C. RESERVED.
- D. Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer

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 Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, 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 Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Village sufficient 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 Subsection A of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer 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 such period of time, not to exceed one year. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:
  - (1) Sixty (60) days for tents, special event structures, and other membrane structures;
  - (2) Sixty (60) days for alternative activities at a sugarhouse;
  - (3) Eighteen (18) months for the activities, structures, and operations determined per paragraph (9) of Subsection A of this section, and
  - (4) One (1) year for all other activities, structures, and operations identified in Subsection A of this section.

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 Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer. In the case of any Operating Permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local conditions. 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 Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

- G. Revocation or suspension of Operating Permits. If the Code Enforcement Officer 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.
- H. Fee. The fee specified in Chapter A112, Fees, must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

#### § 51-11 Fire Safety and Property Maintenance Inspections.

- A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

- (1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every 12 months.
- (2) Fire safety and property maintenance inspections of buildings or structures being occupied as 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 shall be performed at least once every 12 months; unless or until such time as the State designates another individual, entity, or agency to perform such inspections.
- (3) Fire safety and property maintenance inspections of all multiple dwellings not included in Subsection A(1) or (2) and all nonresidential buildings, structures, uses and occupancies not included in Subsection A(1) or (2) shall be performed at least once every 18 months.

B. Remote inspections. Remote inspections shall only be permitted during a declared state of emergency applicable to the Village/Town of Mount Kisco. During such declared emergency and at the discretion of the Code Enforcement Officer 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 Code Enforcement Officer 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 Code Enforcement Officer 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 Code Enforcement Officer 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 Subsection A of this section, 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 Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer 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 Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or the Energy Code exist; or
- (3) Receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or the Energy Code exist;

provided, however, that nothing in this Subsection 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. Nothing in this section or in any other provision of this Article 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 under Executive Law § 156-e and Education Law § 807-b.

Notwithstanding any other provision of this section to the contrary, the Code Enforcement Officer may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to § 807-a and § 807-b of the Education Law and/or §156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an

Inspector, provided that:

- (1) The Code Enforcement Officer is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);
- (2) The Code Enforcement Officer is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;
- (3) Such inspections are performed no less frequently than once a year;
- (4) A true and complete copy of the report of each such inspection is provided to the Code Enforcement Officer; and
- (5) Upon receipt of each such report, the Code Enforcement Officer takes the appropriate action prescribed by § 51-17 of the Village Code.

E. Fee. The fee specified in Chapter A112, Fees, must be paid prior to or at the time each inspection is performed pursuant to this section. This Subsection shall not apply to inspections performed by OFPC.

### § 51-12 Complaints.

The Code Enforcement Officer 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 Article, 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 Code Enforcement Officer may deem to be appropriate:

- A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection.
- B. 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 § 51-17, Enforcement; penalties for offenses, of this Article.
- C. If appropriate, issuing a Stop Work Order;
- D. 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.

### § 51-13 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 (3) 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 Subsection **D** of this section, and such additional condition assessments as may be required under Subsection **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 Subsection **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 this Article 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 Article.

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 Subsection **D** of this section, 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 Subsection **D** 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 sixty (60) 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 they 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 § 51-13 F (2) and (3) of the Village Code. 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 they have 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 § 51-5, Construction Inspections, of this Article;
- (2) To perform such periodic fire safety and property maintenance inspections as are required by § 51-11, Fire Safety and Property Maintenance Inspections, of this Article; 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.

## **§ 51-14 Climatic and Geographic Design Criteria.**

- A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the 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 Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to § 51-14 A of the Village Code, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

## **§ 51-15 Record Keeping.**

- A. The Code Enforcement Officer 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 other features and activities specified in or contemplated by §§ 51-4 through 51-14, inclusive, of this Article; and
  - (10) All fees charged and collected.
- 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.

**§ 51-16 Program Review and Reporting.**

- A. The Code Enforcement Officer shall annually submit to the Board of Trustees of the Village a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in § 51-15, Recordkeeping, of this Article and a report and summary of all appeals or litigation pending or concluded.
- B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Village, on a form prescribed by the Secretary of State, a report of the activities of the Village relative to administration and enforcement of the Uniform Code.
- C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials the Village is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of the Village in connection with administration and enforcement of the Uniform Code.

**§ 51-17 Violations.**

- A. Orders to Remedy. The Code Enforcement Officer is 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 Article. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this Article; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this Article which is/are violated by the specified condition or activity; and shall include a statement substantially 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 (1) 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 (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this Article or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer 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 Code Enforcement Officer 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.

- B. Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

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

- (1) Any Person who violates any provision of this Article or 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 Code Enforcement Officer pursuant to any provision of this Article, shall be punishable by a fine of not more than \$1,000 per day of violation, or imprisonment not exceeding fifteen (15) days, or both; and
- (2) Any Person who violates any provision of the Uniform Code, the Energy Code or this Article, or any term or condition 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 Code Enforcement Officer pursuant to any provision of this Article, shall be liable to pay a civil penalty of not more than \$1,000 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of the Village/Town of Mount Kisco.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Village/Town of Mount Kisco 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 Chapter, 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 Code Enforcement Officer pursuant to any provision of this Article. 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 Article, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this Article, an action or proceeding may be commenced in the name of the Village/Town of Mount Kisco, 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 Board of Trustees of the Village/Town of Mount Kisco.

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 § 51-6, Stop Work Orders, of this Article, in any other section of this Article, 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 § 51-17 of the Village Code, in any other section of this Chapter, 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 (1) Executive Law § 382 (2), and (2) Multiple Residence Law § 304, 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 Executive Law § 382 (2) or Multiple Residence Law § 304.

#### § 51-18 Fees.

Chapter A112 of the Village Code is the fee schedule established by resolution of the Board of Trustees of the 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 Code

Enforcement Officer described in or contemplated by this Article.

**§ 51-19 Intermunicipal agreements.**

The Board of Trustees of the Village may, by resolution, authorize the Village Manager of the Village to enter into an agreement, in the name of the Village, with other governments to carry out the terms of this Article, 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.

**§ 51- 20 Miscellaneous Provisions for Local Administration and Enforcement.**

- A. Appointment of Building Inspectors; Compensation. The Village Board may appoint one or more Building Inspectors as the need may appear. The compensation of such Building Inspectors shall be fixed by the Village Board.
- B. Acting Building Inspector. In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Board of Trustees to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this Chapter.
- C. Building Inspector. The chief investigative officer of this municipality for the purpose of this Chapter shall be the Building Inspector, who shall be appointed by the Board of Trustees, and such person shall be under the direction and supervision of the Village Manager. However, the Village Manager may also delegate, hire or contract with any other person, firm or body to supplement or assist such Building Inspector; subject, however, to the approval of the Board of Trustees of this municipality for all salaries of such persons and subject to the Board of Trustees' approval of all contracts over the amount of \$1,000.
- D. Additional Powers and Duties of Building Inspector. Except as otherwise specifically provided by law, ordinance or regulation or except as herein otherwise provided, the Building Inspector shall administer and enforce all of the provisions of laws, ordinances and regulations applicable to the construction, alteration, repair, removal and demolition of buildings and structures and installation and use of materials and equipment therein and the location, use, occupancy and maintenance thereof:
  - (1) The Building Inspector shall receive applications and issue permits for the erection, alteration, removal and demolition of buildings or structures or parts thereof and shall examine the premises for which such applications have been received or such permits have been issued for the purpose of ensuring compliance with laws, ordinances and regulations governing building construction.
  - (2) The Building Inspector shall issue all appropriate notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during the construction and to ensure compliance during the entire course of construction with the requirements of such laws, ordinances or regulations. The Building Inspector shall make all inspections which are necessary or proper for the carrying out of their duties, except that they may accept written reports of inspection from other employees of the Village or from generally recognized and authoritative service and inspection bureaus, provided that the same are certified by a responsible official thereof.
  - (3) Whenever the same may be necessary or appropriate to assure compliance with the provisions of applicable laws, ordinances or regulations covering building construction, the Building Inspector may require the performance of tests in the field by experienced, professional persons or by accredited and authoritative testing laboratories or service bureaus or agencies.

- (4) To cause an investigation of all complaints of alleged building violations or other unsafe or unsanitary conditions.
  - (5) To order, in writing, the remedying of all conditions found to exist in or on any premises in violation of provisions of the Building Code or of rules and regulations adopted hereunder, to state in the violation order a reasonable time limit for compliance therewith and, where necessary, to order the vacating of premises found unfit for human habitation.
  - (6) To request the chief legal officer of the municipality to take appropriate legal action in the name of the municipality upon failure of the responsible party to comply with such violation order within the time specified therein.
  - (7) To cause a search of the municipality's records of Building Code violations existing on any premises and to issue a certified statement thereof upon receipt of written request and payment of any fees required by local law.
- E. Cooperation of Other Departments. The Building Inspector may request and shall receive, so far as may be necessary in the discharge of their duties, the assistance and cooperation of the Police and Fire Departments or officers and of all other municipal officers exercising any jurisdiction over the construction, use or occupancy of buildings or the installation of equipment therein.
- F. Items Exempt from Building Permit Requirement. No Building Permit shall be required for work in any of the following categories:
- (1) Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);
  - (2) Installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses), where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
  - (3) Installation of fences which are not part of an enclosure surrounding a swimming pool that are 4 feet or less;
  - (4) Construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids and/or rise more than four feet above grade;
- G. Additional Requirements for Building Permit Applications. Any Building Permit application shall include or be accompanied by the following additional information and documentation:
- (1) A valuation of the proposed work;
  - (2) 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) Plans and specifications shall bear the signature of the person responsible for the design and drawings;
  - (4) The Building Inspector may waive the requirement for filing plans;
  - (5) Amendments to the application or to the plans and specifications accompanying the same may

be filed at any time prior to the completion of the work, subject to the approval of the Building Inspector;

- (6) Such other information as may reasonably be required by the Building Inspector to establish compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations;
- (7) Appropriate New York State and Westchester County required license(s) and insurance documents.

#### H. Additional Requirements Issuance of Building Permit; Denial.

- (1) The Building Inspector shall examine or cause to be examined all applications for permits and the plans, specifications and documents filed therewith. The Building Inspector shall approve or disapprove the application within a reasonable time; subject, however, to the requirements of the Village Zoning Ordinance.
- (2) Upon approval of the application and upon receipt of the legal fees therefor, the Building Inspector shall issue a building permit to the applicant upon the forms prescribed by the Building Inspector and shall affix their signature or cause their signature to be affixed thereto.
- (3) Upon approval of the application, all sets of plans and specifications shall be endorsed with the word "approved." One set of such approved plans and specifications shall be retained in the files of the Building Inspector, and the other set shall be returned to the applicant, together with the building permit, and shall be kept at the building site open to inspection by the Building Inspector or their authorized representatives at all reasonable times.
- (4) If the application, together with plans, specifications and other documents filed therewith, describes proposed work, which does not conform to all of the requirements of the applicable building regulations, the Building Inspector shall disapprove the same and shall return the plans and specifications to the applicant. Upon the request of the applicant, the Building Inspector shall cause such refusal, together with the reasons therefor, to be transmitted to the applicant, in writing.

If the application, together with the plans, specifications and other documents, requires the approval of the Planning Board of the municipality or if a variance or special permit is first required by the Zoning Board of Appeals of the municipality, then no such permit shall be given unless and until such approval, variance or special permit is granted.

#### I. Additional Requirements Certificates of Occupancy and Compliance.

- (1) No building hereafter erected shall be used or occupied, in whole or in part, until a Certificate of Occupancy shall have been issued by the Building Inspector.
- (2) No building 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 shall have been issued by the Building Inspector.
- (3) No change shall be made in the use or type of occupancy of an existing building unless a Certificate of Occupancy authorizing such change shall have been issued by the Building Inspector.
- (4) The owner or their agent shall make application for a Certificate of Occupancy, forms for which will be provided by the Village. Accompanying this application and before the issuance

of a Certificate of Occupancy, there shall be filed with the Building Inspector an affidavit of the registered architect or licensed professional engineer who filed the original plans or of the registered architect or licensed professional engineer who supervised the construction of the work. This affidavit shall state that the deponent has examined the approved plans of the structure for which a Certificate of Occupancy is sought, that the structure has been erected in accordance with approved plans and, as erected, complies with the law governing building construction, except insofar as variations therefrom have been legally authorized. Such variations shall be specified in the affidavit.

- (5) With such application, there shall also be paid the fee provided in § 51-18, Fees, for the Certificate of Occupancy, which fee shall be returned by the Building Inspector or the Village if the Certificate of Occupancy is not granted.
- (6) The foregoing notwithstanding, no Certificate of Occupancy shall be required to engage in the temporary outdoor storage or sale of Christmas trees and related holiday decorations, provided that a license therefor has been obtained pursuant to Chapter 53 of the Code and such sale or storage is conducted in accordance with the terms of such license.
- (7) Inspection prior to the issuance of a Certificate of Occupancy. Before issuing a Certificate of Occupancy, the Building Inspector shall examine or cause to be examined all buildings, structures and sites for which an application has been filed for a Building Permit to construct, enlarge, alter, repair, remove, demolish or change the use or occupancy, and he may conduct such inspections as he deems appropriate from time to time during and upon completion of the work for which a Building Permit has been issued.
- (8) Issuance of Certificate of Occupancy. When, after final inspection, it is found that the proposed work has been completed in accordance with the applicable building laws, ordinances and regulations and also in accordance with the application, plans and specifications filed in connection with the issuance of the Building Permit, the Building Inspector shall issue a Certificate of Occupancy upon the form provided by the Village. If it is found that the proposed work has not been properly completed, the Building Inspector shall refuse to issue a Certificate of Occupancy and shall order the work completed in conformity with the Building Permit and in conformity with the applicable building regulations.
- (9) A Certificate of Occupancy shall be issued, where appropriate, within 30 days after application therefor is made. Failure to act upon such application within 30 days shall constitute approval of such application, and the building or portion thereof may thereafter be occupied as though a Certificate of Occupancy had been issued.
- (10) The Certificate of Occupancy shall certify that the work has been completed and that the proposed use and occupancy is in conformity with the provisions of the applicable building laws, ordinances and regulations and shall specify the use or uses and the extent thereof to which the building or structure or its several parts may be put. If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required shall be reflected.

#### J. Additional Program Review and Reporting.

- (1) The Building Inspector shall keep permanent official records of all transactions and activities conducted by him, including all applications received, permits and certificates issued, fees charged and collected, inspection reports and notices and orders issued. All such records shall be public records open to public inspection during business hours.
- (2) The Building Inspector shall, monthly, submit to the Village Board a written report and summary of all business conducted by him, including permits and certificates issued, fees

collected, orders and notices promulgated, inspections and tests made, violations found and action taken with respect to such violations and appeals or litigation pending.

**K. Additional Administrative Provisions Regarding Fees.**

- (1) Upon the filing of an application for a Building Permit, the fees provided in Chapter **A112**, Fees, shall be payable.
- (2) At the completion of construction, the permit fee shall be adjusted to reflect the final cost of construction before a Certificate of Occupancy shall be issued.
- (3) Heating, standpipe, sprinkler or elevator work is included in the term "construction or alteration work." When filed with complete construction plans, all such work is included under one fee based on the total cost of the building or structure, inclusive of such mechanical installations, but exclusive of separate fees for sidewalk, street or curb cutting and vaults under sidewalks.
- (4) Fees for plumbing installations or replacements shall be in addition to any Building Permit and shall be as provided in Chapter **A112**, Fees.
- (5) Fees for other installations or construction shall be as provided in Chapter **A112**, Fees.
- (6) In the event that an application for a Building Permit is not approved, the applicant shall be entitled to a full refund of the fee paid less the application fee, provided that no construction has been commenced. If construction work has been started and the application is not approved, the fees paid shall not be refunded.

**L. Responsibilities of Owners.**

- (1) Owners of premises shall be responsible for compliance with the Building Code and shall remain responsible therefor regardless of the fact that this Chapter may also place certain responsibilities on operators and occupants and regardless of any agreements between owners and operators or occupants as to which party shall assume such responsibility.
- (2) Owners of premises shall be responsible for proper maintenance, condition and operation of service facilities.

**M. Emergency Entry System.** No Certificate of Occupancy shall be granted for a commercial building, which is constructed on or after January 1, 1994, unless such building shall be equipped with an emergency entry system approved by the Board of Fire Commissioners of the Village/Town of Mount Kisco. For purposes of this section, the term "commercial building" shall mean any building used principally for retail, office or industrial purposes.

**§ 51-21 Severability.**

If any section of this Chapter 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 Chapter.

**§ 51-22 Effective Date.**

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

**Article II. RESERVED**

**Article III. RESERVED**

**Section 2.** The Village Clerk shall cause the amendments effected by this local law to be incorporated into the Code of the Village/Town of Mount Kisco.

**Section 3.** Should any section or provision of this local law be determined by any court of competent jurisdiction to be unconstitutional or invalid, then such section shall be null and void and shall be deemed separable from the remaining section(s) of this local law, and such determination shall in no way affect the validity of the remaining sections or provisions of this local law.

**Section 4.** This local law shall become effective immediately upon its filing with the Secretary of State of the State of New York.

ACT 15 - 2023

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

DRAFT  
IMAs ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into inter-municipal Agreements ("IMA"s) with 45 participating local municipalities for the implementation and operation of the County's Enhanced 911 service (hereinafter "E-911").

The County Executive has advised your Committee that since July 1993, E-911 service has been provided within Westchester County. This vital service has been enormously successful in providing necessary assistance to County residents in emergency situations. Among other things, the enhanced 911 feature provides the address from which calls are being made to assist dispatchers in the event the caller is unable to provide that information. Your Committee is advised that that while Carousel Industries of North America, Inc. ("Carousel") now provides installation and operation of Enhanced 911 Service equipment under contract with the County, Verizon New York, Inc. continues to provide installation and operation of the Enhanced 911 Service network (lines and trunks required) in accordance with tariff rates.

The County's IMAs with the forty-five local municipalities authorized by your Honorable Board by Act No. 183-2017 expired on September 30, 2022. I am now requesting that your Honorable Board adopt the attached Act that would authorize the renewal of these agreements for a new five (5) year term commencing on October 1, 2022.

The Department has advised that it will coordinate and manage the project for the County and act as the interface between the municipalities and the telephone company. The municipalities will be responsible for insuring, via appropriate verification of telephone company provided lists, that all housing units in its jurisdiction have a valid street name and number. They will also be responsible for designating which emergency providers (i.e. police, fire, EMS) serve each house. Those responsibilities will be specified in the individual IMAs which will also be used to designate the County to act as agent for the municipalities in their dealings with Carousel and to indemnify the County from any claims or liability from third parties due to actions of the municipalities or their employees.

The Planning Department has advised that the IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into individual IMAs with the 45 local municipalities for Enhanced-911 Service.

Dated: January 17<sup>th</sup>, 2023  
White Plains, New York

*Vedat Jafri*  
*Stefano*  
*James Ziller Johnson*  
*Tom Hill*  
*Debbie*  
*Celso Parker*  
*Nancy Barr*

*Joe Al*  
*Nancy Barr*  
*John*  
*Tom Hill*  
*Celso Parker*  
*Ferry*

COMMITTEE ON

c:mg10-26-22

Budget & Appropriations

Public Safety

Dated: January 17<sup>th</sup>, 2023

White Plains, New York

***The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.***

**Public Safety**

*Margaret A. Cunzio*

# FISCAL IMPACT STATEMENT

SUBJECT: IMA w/ local Muni's for 911

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$                   -

Total Current Year Revenue \$                   -

Source of Funds (check one):  Current Appropriations  Transfer of Existing Appropriations

Additional Appropriations  Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

Potential Related Operating Budget Revenues: Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

Next Four Years: \_\_\_\_\_

Prepared by: Donna Montera

Title: Director of Admin Services

Department: Information Technology

Date: December 19, 2022

Reviewed By: \_\_\_\_\_

[Signature]  
Budget Director

Date: 12/19/22

12/19/22

**ACT NO. 15 – 2023** \_\_\_\_\_

**AN ACT** to authorize the County of Westchester to enter into Intermunicipal Agreements with 45 local municipalities to implement and operate Enhanced 911 service and to address any liability issues associated with the operation thereof.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester, as follows:

**Section 1.** The County of Westchester be and hereby is authorized to enter into Intermunicipal Agreements with each of the forty-five (45) municipalities set forth on the attached list, to provide for the implementation and operation of the Enhanced 911 Service and to address any liability issues associated with the operation thereof, for a term commencing on October 1, 2022 and terminating September 30, 2027.

**Section 2.** The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

**Section 3.** This Act shall take effect immediately.

**SCHEDULE "A"**

**E-911 INTERMUNICIPAL AGREEMENTS**  
**MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

STATE OF NEW YORK            )  
  )    ss.  
WESTCHESTER COUNTY        )

I **HEREBY CERTIFY** that I have compared the foregoing Act, Act No. 15 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30<sup>th</sup> day of January, 2023.



Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York



**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

**THE VILLAGE OF MOUNT KISCO**, a municipal corporation of the State of New York, having an office and place of business at 104 Main Street, Mount Kisco, New York 10549 (hereinafter referred to as the “Municipality”)

**WITNESSETH:**

**WHEREAS**, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

**WHEREAS**, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

**WHEREAS**, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

**NOW, THEREFORE**, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP’s).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

#### 4. **System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

#### 5. **Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. **Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. **Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. **Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. **Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. **Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in triplicate.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
(Name and Title)

**MUNICIPALITY:**

\_\_\_\_\_

By \_\_\_\_\_  
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23<sup>rd</sup> day of January, 2023.

Approved

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

**ACKNOWLEDGMENT**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF                 )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**CERTIFICATE OF AUTHORITY**  
(MUNICIPAL CORPORATION)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Municipal Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said  
Municipal Corporation by authority of its governing board, thereunto duly authorized and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose  
and say that he/she resides at \_\_\_\_\_,  
and he/she is an officer of said corporation; that he/she is duly authorized to execute said  
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to  
such authority.

\_\_\_\_\_  
Notary Public  
Date

**SCHEDULE "A"**

**E-911 INTERMUNICIPAL AGREEMENTS**  
**MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

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**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR AND VILLAGE BOARD OF TRUSTEES  
**FROM:** ROGER D. MILLER, ASSESSOR  
**SUBJECT:** 27 RADIO CIRCLE DRIVE  
**DATE:** 3/13/2023

---

Attached please find a resolution authorizing a real property tax settlement for the above referenced matter.

The property at issue is 27 Radio Circle Drive, a two-story light industrial and office building containing approximately 42,500 square feet of rentable building area, on a 2.9 acre site. The property has been multi-tenanted, with 12 rental spaces, with a few vacancies typically reported each year.

The petitioner has challenged the town assessments since 2017 and the village assessments since 2018. The petitioner provided an independent appraisal, which indicated values ranging from \$5,780,000 to \$6,250,000 for the years at issue. Based on our actual assessments, our implied market values ranged from approximately \$5,200,000 to \$5,970,000 by the town and \$6,445,000 to \$7,180,000 by the village.

The settlement values the property at \$6,175,000 in 2017, increasing to \$6,525,000 in 2020, and declining to \$6,475,000 in 2022. This was based on an analysis of income and expenses for the subject based on actual and comparable data, and an analysis of investment return rates for properties of the subject's type. The unit value ranges from \$145 to \$153 per square foot of building area, which is in line with valuations of comparably sized buildings of this type.

In our opinion this settlement is reasonable and favorable to a potential trial, given market conditions and the specifics of this property.

This settlement will result in refunds of \$20,123 from the village. All town proceedings are to be discontinued, with no school or county refunds.

**RESOLUTION AUTHORIZING TAX  
CERTIORARI SETTLEMENT**

**WHEREAS**, petitions have been filed by the property owner below, challenging real property tax assessments on the Town and Village assessment rolls with respect to the following parcels:

Property Owner	Tax Designation	Years
27 Radio Circle LLC	80.64-1-2	2017 to 2022 - Town 2018 to 2022 - Village

**WHEREAS**, petitioner’s court challenge is now pending in the Supreme Court, Westchester County; and

**WHEREAS**, the Village and the property owner have reached a mutually agreeable resolution;

**NOW THEREFORE BE IT RESOLVED**, the Office of the Village Attorney is authorized to execute a settlement on behalf of the Town for assessments for no less than the following:

**Village Proceedings:**

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2018	\$535,000	\$512,525	\$22,475
2019	\$535,000	\$507,615	\$27,385
2020	\$535,000	\$486,113	\$48,887
2021	\$535,000	\$486,200	\$48,800
2022	\$535,000	\$490,805	\$44,195

**Town Proceedings:**

All years discontinued

**GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

51 PONDFIELD ROAD

BRONXVILLE, NEW YORK 10708

TELEPHONE (914) 961-1300

FAX (914) 961-9385

WWW.GCSHLAW.COM

WILLIAM E. SULZER (ALSO NJ)  
MICHAEL F. HORGAN, JR. (ALSO CT)

MARIA C. CAVALLO  
MATTHEW S. CLIFFORD (ALSO NJ)  
KEVIN M. BRADY, JR.  
OF COUNSEL

WILLIAM E. GRIFFIN  
1932-2012  
JAMES M. COOGAN  
(RETIRED)

WRITER'S DIRECT EMAIL:  
WES@GCSHLAW.COM

February 3, 2023

**VIA EMAIL**

Alexander Salvato, Esq.  
Singleton, Davis & Singleton  
120 East Main Street  
Mt. Kisco, NY 10549

**Re: 27 Radio Circle LLC v. Town and Village of Mt. Kisco**  
**Town Index Nos.: 65689/17, 64508/18, 65743/19, 61474/20, 63515/21,**  
**64949/22**  
**Village Index Nos.: 55987/18, 55866/19, 54666/20, 55105/21, 59801/22**

Dear Alex:

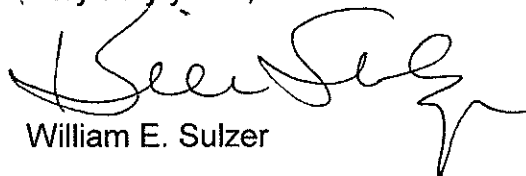
Enclosed please find a Village Consent Judgment for your review and Whitney's execution. Please return a copy of the Judgment to our office. We will provide you with a conformed copy once the Judgment has been entered by the Court.

Please note that we have included a clause in the Judgments which will allow for a waiver of interest if refunds are made within 60 days from the date of service of the orders with notice of entry.

We have also enclosed for your review and signature a Stipulation of Discontinuance for the 2017-2022 Town assessment years. Please do not file the Stipulation with the Court until the Consent Judgment is fully executed.

Thank you for your cooperation and please call us if you have any questions.

Very truly yours,

  
William E. Sulzer

WES:alp  
Enclosures  
7343/7287

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

-----X  
In the Matter of the Application of

27 RADIO CIRCLE LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF MT. KISCO,  
THE BOARD OF REVIEW OF THE TOWN OF MT.  
KISCO, AND THE TOWN OF MT. KISCO,

Respondents,

For A Review under Article 7 of the Real  
Property Tax Law.

**STIPULATION OF  
DISCONTINUANCE**

Index Nos.

65689/17

64508/18

65743/19

61474/20

63515/21

64949/22

Premises:

27 Radio Circle Drive

S/B/L: 80.64/1/2

-----X  
IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the parties to the above entitled action that the tax review proceedings for review of the 2017 through 2022 assessments of the above-captioned property be, and the same hereby are discontinued, with prejudice and without costs to either party against the other. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: February \_\_\_, 2022



**GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**

Attorneys for Petitioner

51 Pondfield Road

Bronxville, New York 10708

(914) 961-1300

**WHITNEY W. SINGLETON, ESQ.**

Attorneys for Respondent

Singleton Davis & Singleton

120 East Main Street

Mt. Kisco, NY 10549

(914) 666-4400

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

**PRESENT:**

**HON. ANNE E. MINIHAN, A.J.S.C.**

**Justice.**

-----X  
**In the Matter of the Application of**

**27 RADIO CIRCLE LLC,**

**Petitioner,**

**-against-**

**THE ASSESSOR OF THE VILLAGE OF MOUNT KISCO,  
THE BOARD OF REVIEW OF THE VILLAGE OF MOUNT  
KISCO and THE VILLAGE OF MOUNT KISCO,**

**Respondents,**

**For Review Under Article 7 of the RPTL.**  
-----X

**CONSENT  
JUDGMENT**

**Index Nos.**

**55987/18**

**55866/19**

**54666/20**

**55105/21**

**59801/22**

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Village of Mount Kisco for the assessment years 2018 through 2022 upon certain real property located at 27 Radio Circle Drive, Mount Kisco, and designated as Section 80.64, Block 1, Lot 2 on the Official Assessment Map of the Village of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

**ORDERED, ADJUDGED AND DECREED**, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<u>Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2018	535,000	512,525	22,475
2019	535,000	507,615	27,385
2020	535,000	486,113	48,887
2021	535,000	486,200	48,800
2022	535,000	490,805	44,195

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **VILLAGE OF MOUNT KISCO** the amount of all Village taxes paid, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by Respondent, the **VILLAGE OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

**ENTER,**

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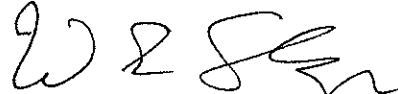
**HON. ANNE E. MINIHAN, A.J.S.C.**

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

---

**WHITNEY W. SINGLETON, ESQ.**

Singleton, Davis & Singleton  
Attorney for Respondents  
120 East Main Street  
Mt. Kisco, New York 10549  
(914) 666-4400  
wsingleton@sdslawny.com



---

**WILLIAM E. SULZER, ESQ.**

Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300  
wes@gcshlaw.com

---

---

**INTEROFFICE MEMORANDUM**

---

---

**TO:** MAYOR AND VILLAGE BOARD OF TRUSTEES  
**FROM:** ROGER D. MILLER, ASSESSOR  
**SUBJECT:** 41 ARMONK ROAD  
**DATE:** 3/13/2023

---

Attached please find a resolution authorizing a real property tax settlement for the above referenced matter.

The property at issue is 41 Armonk Road, a one-story garage building containing 1,590 square feet of floor area. The building has been vacant for many years and is in poor condition. The site comprises .66 acres, approximately half of which is steeply sloping.

The petitioner has challenged the town assessments since 2017 and the village assessments since 2018. The petitioner provided an independent appraisal, which indicated values ranging from \$282,500 to \$300,000 for the years at issue. Based on our actual assessments, our implied market values ranged from approximately \$600,000 to \$740,000.

The settlement values the property at \$475,000 for 2017 through 2019, and at \$500,000 for 2020 through 2022. This was based on an analysis of sales of comparable buildings in the area. The unit value ranges from approximately \$300 to \$315 per square foot of building area, which is supported by the comparable sale analysis.

In our opinion this settlement is reasonable and favorable to a potential trial, given market conditions and the specifics of this property.

This settlement will result in refunds of \$8,936 from the village, \$13,031 from the school, and \$2,748 from the county.

**RESOLUTION AUTHORIZING TAX  
CERTIORARI SETTLEMENT**

**WHEREAS**, petitions have been filed by the property owner below, challenging real property tax assessments on the Town and Village assessment rolls with respect to the following parcels:

Property Owner	Tax Designation	Years
41 Armonk Road LLC	80.73-1-3	2017 to 2022 - Town 2018 to 2022 - Village

**WHEREAS**, petitioner’s court challenge is now pending in the Supreme Court, Westchester County; and

**WHEREAS**, the Village and the property owner have reached a mutually agreeable resolution;

**NOW THEREFORE BE IT RESOLVED**, the Office of the Village Attorney is authorized to execute a settlement on behalf of the Town for assessments for no less than the following:

**Village Proceedings:**

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2018	\$55,000	\$39,425	\$15,575
2019	\$55,000	\$37,383	\$17,617
2020	\$55,000	\$37,250	\$17,750
2021	\$55,000	\$37,400	\$17,600
2022	\$55,000	\$37,900	\$17,100

**Town Proceedings:**

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2017	\$105,000	\$81,938	\$23,062
2018	\$105,000	\$77,283	\$27,717
2019	\$105,000	\$74,480	\$30,520
2020	\$105,000	\$78,900	\$26,100
2021	\$105,000	\$80,000	\$25,000
2022	\$105,000	\$75,400	\$29,600

**GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

51 PONDFIELD ROAD

BRONXVILLE, NEW YORK 10708

TELEPHONE (914) 961-1300

FAX (914) 961-9385

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MATTHEW S. CLIFFORD (ALSO NJ)  
KEVIN M. BRADY, JR.  
OF COUNSEL

WILLIAM E. GRIFFIN  
1932-2012  
JAMES M. COOGAN  
(RETIRED)

WRITER'S DIRECT EMAIL:  
WES@GCSHLAW.COM

February 3, 2023

**VIA EMAIL**

Alexander Salvato, Esq.  
Singleton, Davis & Singleton  
120 East Main Street  
Mt. Kisco, NY 10549

**Re: 41 Armonk Road LLC v. Town and Village of Mt. Kisco**  
**Town Index Nos.: 65685/17; 64492/18; 65748/19; 61478/20; 63534/21;**  
**64952/22**  
**Village Index Nos.: 55996/18; 55870/19; 54670/20; 55110/21; 59806/22**

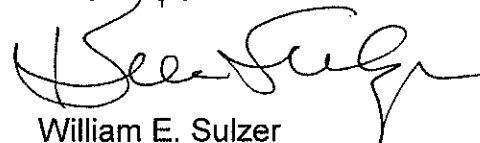
Dear Alex:

Enclosed please find two (2) Consent Judgments for Whitney's review and execution. Please return an executed copy of each Judgment to our office. We will provide you with conformed copies once the Judgments have been entered by the Court.

Please note that we have included a clause in the Judgments which will allow for a waiver of interest if refunds are made within 60 days from the date of service of the orders with notice of entry.

Thank you for your cooperation and please call us if you have any questions.

Very truly yours,



William E. Sulzer

WES:alp  
Enclosures  
7343/7291  
cc: Roger Miller, Assessor (w/enclosures)

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

PRESENT:

HON. ANNE E. MINIHAN, A.J.S.C.

Justice.

-----X  
In the Matter of the Application of

41 ARMONK ROAD LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF MOUNT KISCO,  
THE BOARD OF REVIEW OF THE TOWN OF MOUNT  
KISCO and THE TOWN OF MOUNT KISCO,

Respondents,

For Review Under Article 7 of the RPTL.  
-----X

CONSENT  
JUDGMENT

Index Nos.  
65685/17  
64492/18  
65748/19  
61478/20  
63534/21  
64952/22

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Town of Mount Kisco for the assessment years 2017 through 2022 upon certain real property located at 41 Armonk Road, Town of Mount Kisco, and designated as Section 80.73, Block 1, Lot 3 on the Official Assessment Map of the Town of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

**ORDERED, ADJUDGED AND DECREED**, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<b>Assess. Year</b>	<b>Assessed Valuation</b>		<b>Amount of Reduction</b>
	<b>Reduced From</b>	<b>Reduced To</b>	
2017	105,000	81,938	23,062
2018	105,000	77,283	27,717
2019	105,000	74,480	30,520
2020	105,000	78,900	26,100
2021	105,000	80,000	25,000
2022	105,000	75,400	29,600

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **TOWN OF MOUNT KISCO** the amount of all Town taxes, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **BEDFORD CENTRAL SCHOOL DISTRICT** the amount of all School and/or library taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the Petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes, paid by the Petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had

been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the Commissioner of Finance of Westchester County be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order, time of the essence, with notice of entry upon the respective taxing authorities, and with respect to the Commissioner of Finance only, such Order shall be served with proof of payment of taxes, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by Respondent, the **TOWN OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary

Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

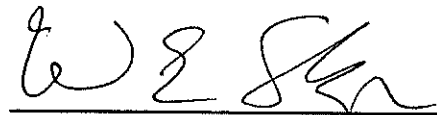
**ENTER,**

\_\_\_\_\_  
**HON. ANNE E. MINIHAN, A.J.S.C.**

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

\_\_\_\_\_  
**WHITNEY W. SINGLETON, ESQ.**

Singleton, Davis & Singleton  
Attorney for Respondents  
120 East Main Street  
Mt. Kisco, New York 10549  
(914) 666-4400  
wsingleton@sdslawny.com



\_\_\_\_\_  
**WILLIAM E. SULZER, ESQ.**

Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300  
wes@gcshlaw.com

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

**PRESENT:**

**HON. ANNE E. MINIHAN, A.J.S.C.**

**Justice.**

-----X  
**In the Matter of the Application of**

**41 ARMONK ROAD LLC,**

**Petitioner,**

**-against-**

**THE ASSESSOR OF THE VILLAGE OF MOUNT KISCO,  
THE BOARD OF REVIEW OF THE VILLAGE OF MOUNT  
KISCO and THE VILLAGE OF MOUNT KISCO,**

**Respondents,**

**For Review Under Article 7 of the RPTL.**  
-----X

**CONSENT  
JUDGMENT**

**Index Nos.**

**55996/18  
55870/19  
54670/20  
55110/21  
59806/22**

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Village of Mount Kisco for the assessment years 2018 through 2022 upon certain real property located at 41 Armonk Road, Mount Kisco, and designated as Section 80.73, Block 1, Lot 3 on the Official Assessment Map of the Village of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

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<u>Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2018	55,000	39,425	15,575
2019	55,000	37,383	17,617
2020	55,000	37,250	17,750
2021	55,000	37,400	17,600
2022	55,000	37,900	17,100

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **VILLAGE OF MOUNT KISCO** the amount of all Village taxes paid, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by Respondent, the **VILLAGE OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

**ENTER,**

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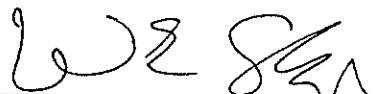
**HON. ANNE E. MINIHAN, A.J.S.C.**

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

---

**WHITNEY W. SINGLETON, ESQ.**

Singleton, Davis & Singleton  
Attorney for Respondents  
120 East Main Street  
Mt. Kisco, New York 10549  
(914) 666-4400  
wsingleton@sdslawny.com



---

**WILLIAM E. SULZER, ESQ.**

Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300  
wes@gcshlaw.com

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**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR AND VILLAGE BOARD OF TRUSTEES  
**FROM:** ROGER D. MILLER, ASSESSOR  
**SUBJECT:** 128 RADIO CIRCLE DRIVE  
**DATE:** 3/7/2023

---

Attached please find a resolution authorizing a real property tax settlement for the above referenced matter.

The property at issue is 128 Radio Circle Drive, a two-story office building containing approximately 7,666 square feet of rentable building area, on a .54 acre site. The property has been multi-tenanted, with 8 rental spaces, with one or two vacancies reported each year.

The petitioner has challenged the town assessments since 2017 and the village assessments since 2018. The petitioner provided an independent appraisal, which indicated values ranging from \$1,120,000 to \$1,270,000 for the years at issue. Based on our actual assessments, our implied market values ranged from approximately \$1,210,000 to \$1,385,000 by the town and \$1,465,000 to \$1,635,000 by the village.

The settlement values the property at \$1,250,000 in 2017, increasing to \$1,300,000 in 2019, and declining to \$1,250,000 in 2022. This was based on an analysis of income and expenses for the subject based on actual and comparable data, and an analysis of investment return rates for properties of the subject's type. The unit value ranges from \$163 to \$170 per square foot of building area, which is in line with valuations of comparably sized office space of this type.

In our opinion this settlement is reasonable and favorable to a potential trial, given market conditions and the specifics of this property.

This settlement will result in refunds of \$12,482 from the village, \$2,991 from the school, and \$612 from the county.

**RESOLUTION AUTHORIZING TAX  
CERTIORARI SETTLEMENT**

**WHEREAS**, petitions have been filed by the property owner below, challenging real property tax assessments on the Town and Village assessment rolls with respect to the following parcels:

Property Owner	Tax Designation	Years
128 Radio Circle LLC	80.63-2-2	2017 to 2022 - Town 2018 to 2022 - Village

**WHEREAS**, petitioner’s court challenge is now pending in the Supreme Court, Westchester County; and

**WHEREAS**, the Village and the property owner have reached a mutually agreeable resolution;

**NOW THEREFORE BE IT RESOLVED**, the Office of the Village Attorney is authorized to execute a settlement on behalf of the Town for assessments for no less than the following:

**Village Proceedings:**

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2018	\$121,700	\$103,750	\$17,950
2019	\$121,700	\$102,310	\$19,390
2020	\$121,700	\$94,990	\$26,710
2021	\$121,700	\$93,500	\$28,200
2022	\$121,700	\$94,750	\$26,950

**Town Proceedings:**

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2017	\$209,000	\$207,000	\$2,000
2018	\$209,000	\$203,375	\$5,625
2019	\$209,000	\$203,840	\$5,160
2020	\$209,000	\$201,195	\$7,805
2021	\$209,000	\$200,000	\$9,000
2022	\$209,000	\$188,500	\$20,500

**GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

51 PONDFIELD ROAD

BRONXVILLE, NEW YORK 10708

TELEPHONE (914) 961-1300

FAX (914) 961-9385

WWW.GCSHLAW.COM

WILLIAM E. GRIFFIN

1932-2012

JAMES M. COOGAN

(RETIRED)

WILLIAM E. SULZER (ALSO NJ)  
MICHAEL F. HORGAN, JR. (ALSO CT)

MARIA C. CAVALLO  
MATTHEW S. CLIFFORD (ALSO NJ)  
KEVIN M. BRADY, JR.  
OF COUNSEL

November 3, 2022

**VIA EMAIL**

Alexander Salvato, Esq.  
Singleton, Davis & Singleton  
120 East Main Street  
Mt. Kisco, NY 10549

**Re: 128 Radio Circle v. Town and Village of Mt. Kisco  
Town Index Nos.: 65684/17; 64486/18; 65738/19; 61467/20; 63508/21;  
64940/22  
Village Index Nos.: 55980/18; 55860/19; 54656/20; 55099/21; 59795/22**

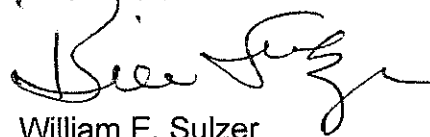
Dear Alex:

Enclosed please find two (2) Consent Judgments for Whitney's review and execution. Please return an executed copy of each Judgment to our office. We will provide you with conformed copies once they have been entered by the Court.

Please note that we have included a clause in the Judgments which will allow for a waiver of interest if refunds are made within 60 days from the date of service of the orders with notice of entry.

Thank you for your cooperation and please call us if you have any questions.

Very truly yours,



William E. Sulzer

WES:df  
Enclosures  
7343/7282  
cc: Roger Miller, Assessor (w/enclosures)

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

**PRESENT:**

**HON. ANNE E. MINIHAN, A.J.S.C.**

**Justice.**

-----X  
**In the Matter of the Application of**

**128 RADIO CIRCLE,**

**Petitioner,**

**-against-**

**THE ASSESSOR OF THE VILLAGE OF MOUNT KISCO,  
THE BOARD OF REVIEW OF THE VILLAGE OF MOUNT  
KISCO and THE VILLAGE OF MOUNT KISCO,**

**Respondents,**

**For Review Under Article 7 of the RPTL.**  
-----X

**CONSENT  
JUDGMENT**

**Index Nos.**

**55980/18**

**55860/19**

**54656/20**

**55099/21**

**59795/22**

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Village of Mount Kisco for the assessment years 2018 through 2022 upon certain real property located at 128 Radio Circle Drive, Mount Kisco, and designated as Section 80.63, Block 2, Lot 2 on the Official Assessment Map of the Village of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of

this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

**ORDERED, ADJUDGED AND DECREED**, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<u>Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2018	121,700	103,750	17,950
2019	121,700	102,310	19,390
2020	121,700	94,990	26,710
2021	121,700	93,500	28,200
2022	121,700	94,750	26,950

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **VILLAGE OF MOUNT KISCO** the amount of all Village taxes paid, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by Respondent, the **VILLAGE OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

**ENTER,**

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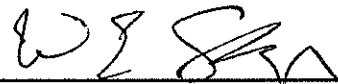
**HON. ANNE E. MINIHAN, A.J.S.C.**

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

---

**WHITNEY W. SINGLETON, ESQ.**

Singleton, Davis & Singleton  
Attorney for Respondents  
120 East Main Street  
Mt. Kisco, New York 10549  
(914) 666-4400  
wsingleton@sdslawny.com



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**WILLIAM E. SULZER, ESQ.**

Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300  
wes@gcshlaw.com

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

PRESENT:

HON. ANNE E. MINIHAN, A.J.S.C.

Justice.

-----X  
In the Matter of the Application of

128 RADIO CIRCLE, LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF MOUNT KISCO,  
THE BOARD OF REVIEW OF THE TOWN OF MOUNT  
KISCO and THE TOWN OF MOUNT KISCO,

Respondents,

For Review Under Article 7 of the RPTL.  
-----X

CONSENT  
JUDGMENT

Index Nos.

65684/17

64486/18

65738/19

61467/20

63508/21

64940/22

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Town of Mount Kisco for the assessment years 2017 through 2022 upon certain real property located at 128 Radio Circle, Town of Mount Kisco, and designated as Section 80.63, Block 2, Lot 2 on the Official Assessment Map of the Town of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS

Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

**ORDERED, ADJUDGED AND DECREED**, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<b>Assess. Year</b>	<b>Assessed Valuation</b>		<b>Amount of Reduction</b>
	<b><u>Reduced From</u></b>	<b><u>Reduced To</u></b>	
2017	209,000	207,000	2,000
2018	209,000	203,375	5,625
2019	209,000	203,840	5,160
2020	220,000	201,195	7,805
2021	209,000	200,000	9,000
2022	209,000	188,500	20,500

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **TOWN OF MOUNT KISCO** the amount of all Town taxes, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the Petitioner by the **BEDFORD CENTRAL SCHOOL DISTRICT** the amount of all School and/or library taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the Petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes, paid by the Petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had

been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the Commissioner of Finance of Westchester County be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order, time of the essence, with notice of entry upon the respective taxing authorities, and with respect to the Commissioner of Finance only, such Order shall be served with proof of payment of taxes, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by Respondent, the **TOWN OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary

Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

**ENTER,**

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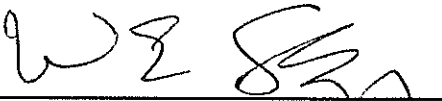
**HON. ANNE E. MINIHAN, A.J.S.C.**

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

---

**WHITNEY W. SINGLETON, ESQ.**

Singleton, Davis & Singleton  
Attorney for Respondents  
120 East Main Street  
Mt. Kisco, New York 10549  
(914) 666-4400  
wsingleton@sdslawny.com



---

**WILLIAM E. SULZER, ESQ.**

Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300  
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Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

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<b>Assess.</b>	<b>Assessed Valuation</b>		<b>Amount of</b>
<b><u>Year</u></b>	<b><u>Reduced From</u></b>	<b><u>Reduced To</u></b>	<b><u>Reduction</u></b>
2017	209,000	207,000	2,000
2018	209,000	203,375	5,625
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2022	209,000	188,500	20,500

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further