

CHAPTER 10-A
BUILDING CODE ADMINISTRATION AND ENFORCEMENT
PROCEDURES FOR BUILDINGS AND ZONING

§ 10-1. Title. This Local Law _____ for the Year 2022 shall be designated and referred to as "Chapter 10-A Building Code Administration and Enforcement Procedures for Buildings and Zoning."

§ 10-2. Purpose and intent.

- A. This Chapter provides for the administration and enforcement in the Village of the New York State Uniform Fire Prevention and Building Code (the Uniform Code), the State Energy Conservation Construction Code (the Energy Code), this Chapter, Chapter 98 Zoning of the Code of the Village of Pawling ("Zoning Law") and other state and local laws and regulations related to construction, development and/or use of Buildings, Structures and Lots and/or other land within the Village the enforcement of which is lawfully vested in the Village of Pawling or its duly authorized designees.
- B. This Chapter is adopted pursuant to § 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other sections of this Chapter, all Buildings, Structures, and Lots and other land in the Village, regardless of use or occupancy, are subject to the provisions of this Chapter.

§ 10-3. Definitions. In this Chapter, the following terms shall have the meanings indicated:

APPLICANT - a Person applying for a Building Permit, a Certificate of Occupancy or an Operating Permit, as the case may be.

APPLICATION - an application submitted by an Applicant for a Building Permit, a Certificate of Occupancy, a Certificate of Compliance, or an Operating Permit, as the case may be.

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 (50) 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.

AUTHORIZED OFFICER - means the Village Clerk or any other officer of the Village, other than the Building Inspector, who is authorized by the Mayor with the approval of the Board to take any one or more Officer Actions.

BOARD - The Board of Trustees of the Village.

BUILDING - Any Structure or series of connected Structures having a roof or roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals or chattel.

BUILDING INSPECTOR - The Building inspector appointed pursuant to § 10-5.A of this Chapter.

BUILDING INSPECTOR DOCUMENT - has the meaning set forth in § 10-5.C(3)(a) of this Chapter.

BUILDING INSPECTOR QUALIFICATIONS - has the meaning set forth in § 10-5.B of this Chapter.

BUILDING PERMIT - A permit issued pursuant to § 10-6 of this Chapter. The term "Building Permit" shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this Chapter.

CERTIFICATE OF COMPLIANCE - a document issued by the Building Inspector stating that Work was done in compliance with approved construction documents and the Codes.

CERTIFICATE OF OCCUPANCY - A document issued by the Building Inspector certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Building Inspector, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

CHAPTER - Means a Chapter of the Code and "this Chapter" means this Chapter 10-A of the Code.

CODE - the Code of the Village and any other local laws of the Village.

CODES – the Uniform Code and the Energy Code.

CONTRACTED INSPECTOR - has the meaning set forth in § 10-5.C of this Chapter.

CORRECTION DATE - has the meaning set forth in § 10-18.E of this Chapter.

DEMOLITION PERMIT - a Building Permit which involves the demolition of one or more Buildings or other Structures or no other Work for which a Building Permit is required under this Chapter.

ENERGY CODE - The New York State Energy Conservation Construction Code, Subchapter B of Chapter XXXIII of Title 19 of New York Codes, Rules, and Regulations, adopted pursuant to Article 11 of the Energy Law, as currently in effect and

as hereafter amended from time to time.

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

FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION - An inspection performed to determine compliance with the applicable provisions of Part 1225 of this Title and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR 1226 of this Title 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.

LEGAL REQUIREMENT - any provision of the Uniform Code, the Energy Code, this Chapter, the Zoning Law, the Code and/or any other state or local law, ordinance or regulation related to construction, development and/or use of Buildings, Structures and lots and other land within the Village, the administration and/or enforcement of which is lawfully vested in the Village, the Building Inspector, any Authorized Officer and/or any Contracted Inspector, as the case may be.

LOT - A parcel of land whose boundaries are established by some legal instrument such as a recorded deed or map and has been established in accord with applicable Legal Requirements as a separate parcel of land for the purposes of transfer of title.

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.

NOTICE OF VIOLATION - means notice of a Violation issued by the Building Inspector to one or more Responsible Persons as provided in § 10-18 of this Chapter.

OFFICER ACTION - has the meaning set forth in § 10-5.C(3).

OPERATING PERMIT - A permit issued pursuant to § 10-12 of this Chapter. The term "operating permit" shall also include an operating permit which is renewed, amended or extended pursuant to any provision of this Chapter.

PERMIT HOLDER - The person to whom a Building Permit or Operating Permit, as the case may be, has been issued.

PERSON - Shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS – The 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR 1226 of this Title

PREMISES IN VIOLATION - Any Lot, land, Building or Structure within the Village upon or with respect to which a Violation is occurring or has occurred and remains uncorrected.

RCNYS – The 2020 Residential Code of New York State as currently incorporated by reference in Part 19 NYCRR 1220 of this Title

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

RESPONSIBLE PERSON - "Responsible Person" means any of the following Persons: (i) the Violating Owner and/or any other Person that the Building Inspector has reasonable cause to believe has committed or materially participated in committing a Violation, either through act or omission. Without limiting the generality of the immediately preceding sentence, a Responsible Person may include without limitation a builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person or entity taking part or assisting in either (i) the Work being performed at the Premises in Violation or (ii) any act or omission causing the Violation in whole or in part. Further if the Premises in Violation is owned by a Person who is not a natural person, a Responsible Person may include without limitation, the owner(s), shareholders, directors, members, managers and/or agents, as the case may be, of the Responsible Person who the Building Inspector determines is taking part or assisting in either (i) the Work being performed at the Premises in Violation or (ii) any act or omission causing the Violation in whole or in part.

STOP-WORK ORDER -An order issued pursuant to § 10-8 of this Chapter.

STRUCTURE -Anything constructed or erected on the ground or with a fixed location on the ground or attached to something having a fixed location on the ground, including but not limited to Buildings, walls, fences, radio towers, power-generating equipment such as freestanding windmills and solar panels, swimming pools, billboards, poster panels and signs.

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 § 10-9.D of this Chapter.

UNCORRECTED VIOLATION — has the meaning set forth in § 10-18.E.

UNIFORM CODE — The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of New York Codes, Rules, and Regulations, adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

UNSAFE STRUCTURE — has the meaning set forth in § 10-11.A.

VILLAGE — The Village of Pawling, New York.

VILLAGE CLERK — The Village Clerk of the Village.

VIOLATING OWNER — The owner of a Premises in Violation.

VIOLATION — “Violation” means any one or more conditions or activities found to exist in, on, or about any Building, Structure, Lot or other land located within the Village where any one or more of the following apply:

- a. Any Building or Structure is being erected, constructed, reconstructed, altered, repaired, converted, or maintained: (i) in violation of any one or more Legal Requirements or (ii) in the opinion of the Building Inspector in a dangerous or unsafe manner, in any case 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;
- b. Any Building or Structure is in violation of any one or more Legal Requirements or is dangerous or unsafe;
- c. Any condition or use of any Building, Structure, Lot or other land fails in any respect to comply with any one or more Legal Requirements;
- d. Any Lot or other land is divided into lots, blocks or sites in a manner which fails to comply with any one or more Legal Requirements, including without limitation Chapter 82, Subdivision of Land;
- e. Any Work 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;
- f. Any Work which is not in conformity with either (i) the Building Permit; or (ii) any plans or specifications approved in connection therewith or in connection with an approved site plan.

If there is more than one Violation with respect to a given Building, Structure, Lot or Land, the term “Violation” shall be deemed to mean each such Violation.

WORK – Has the meaning set forth in § 10-6.A.

ZONING LAW — Local Law # 2 of the year 1995 entitled Chapter 98 Zoning Law, as amended.

§ 10-4. Amendment or Repeal of Certain Local Laws of the Village.

- A. Local Law # 1 of the year 1979 entitled “Chapter 10 Building Construction” is hereby repealed.
- B. Local Law #1 for the year 2007 entitled “A local law providing for the administration and enforcement of the NYS Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code in this Village” is hereby repealed.
- C. The following Articles of the Zoning Law are repealed: Article VIII “Building Permits”, Article IX Certificates of Occupancy and Article XI “Powers and Duties of the Building Inspector; Penalties”. Articles VIII, IX and XI of the Zoning Law are reserved for future use.
- D. Local Law #14 for the Year 2015 entitled “Chapter 14 Unsafe Buildings Law of the Village of Pawling” is hereby repealed.
- E. Local Law No 2 of 2022, as amended by Local Law No 5 of 2022 is hereby repealed in its entirety

§ 10-5. Building Inspector and Contracted Inspectors; Powers of Authorized Officers

- A. The Board of Trustees may appoint one or more Building Inspectors. The Building Inspector shall administer and enforce all the provisions of the Uniform Code, the Energy Code, this Chapter and shall enforce all provisions of the Zoning Law. The Building Inspector shall also administer and enforce other local laws of the Village to the extent provided for therein. For the avoidance of doubt, the Building Inspector shall have duties and rights of a code enforcement official as outlined in 19 NYCRR Part 1203. To the extent that the provisions of this Chapter are in conflict with or are inconsistent with any provisions of the Zoning Law or any other local law of the Village, the provisions of this Chapter 10-A shall prevail and be controlling. The Building Inspector shall have the following powers and duties:
 - (1) To receive, review, and approve or disapprove Applications for Building Permits, Certificates of Occupancy, 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, temporary certificates and operating permits, and to include in Building Permits, Certificates of Occupancy, temporary certificates and

operating permits such terms and conditions as the Building Inspector may determine to be appropriate;

- (3) To conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy, temporary certificates and operating permits, fire safety and property maintenance inspections, inspections related to enforcement of the Zoning Law, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this Chapter; provided however, that unless the owner or owner's agent of a given property located in the Village consents to such inspection in writing or there is an emergency justifying an immediate inspection as provided in § 10-11.G of this Chapter or other applicable law authorizes an inspection or search without a search warrant, the Building Inspector, prior to conducting an inspection on such property, must obtain a search warrant from a court of competent jurisdiction.
- (4) To issue stop-Work orders, Notices of Violation and other notices and orders provided for in this Chapter;
- (5) In connection with any Application to interpret the Zoning Law to the full extent permitted by New York law, subject, however, to the Applicant's right to appeal such determination to the Zoning Board of Appeals pursuant to Village Law 7-712-b.
- (6) To review and investigate complaints;
- (7) To maintain records;
- (8) To collect fees provided for in this Chapter;
- (9) To pursue administrative enforcement actions and proceedings relating to any Violation;
- (10) In consultation with the Village Attorney and subject to the approval of the Board, to commence, pursue and prosecute such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, this Chapter, and any other local law of the Village which provides for enforcement by the Building Inspector or to abate or correct any Violations, including without limitation, conditions not in compliance with the Uniform Code, the Energy Code, this Chapter, the Zoning Law;
- (11) To inspect all signs in the Village and to enforce all of the provisions of the Village's local law regulating signs;
- (12) The Building Inspector may request and shall receive, as far as may be necessary in the discharge of his duties, the assistance and cooperation of the police and fire officers and all other municipal officials exercising any

jurisdiction over the construction, use or occupancy of buildings or the installation of equipment therein.

- (13) To exercise all other powers and fulfill all other duties conferred upon the Building Inspector by this Chapter.
- B. The Building Inspector may be appointed and removed from office from time to time by the Mayor with the approval of the Board. The Building Inspector's term of office shall be one (1) year from the date of appointment; provided, however, that the Board may by resolution provide for a shorter or longer term of appointment for the Building Inspector. The Building Inspector shall meet or exceed the "Building Inspector Qualifications". "Building Inspector Qualifications" means having background experience related to Building construction and fire prevention and complying with the minimum standards imposed on the Village for Building Safety Inspectors and code enforcement officials as set forth in 19 NYCRR §1208(a) or (b), as the case may, as same may be amended from time to time. The Board by resolution may from time to time amend or modify the Building Inspector Qualifications provided that such amendment or modification does not violate any applicable state or federal law.
- C. In addition to or in lieu of the appointment of a Building Inspector, the Board may from time to time employ or engage as an independent contractor one or more individuals, partnerships, corporations, LLCs or other entities to carry out some or all of the duties of the Building Inspector as provided in this Chapter (a "Contracted Inspector"), subject however, to the following:
- (1) Any such Contracted Inspector must at all times meet or exceed the Building Inspector Qualifications;
 - (2) Any such Contracted Inspector shall perform the duties and responsibilities of the Building Inspector in compliance with the terms and conditions of any applicable agreement between such Contracted Inspector and the Village; however in no event will a Contracted Inspector take an "Officer Action".
 - (3) As used herein "Officer Action" means any one or more of the following actions:
 - (a) Execution and issuance of any "Building Inspector Document". As used herein, "Building Inspector Document" means any of the following: Building Permit, Certificate of Occupancy, Certificate of Compliance, operating permit, temporary certificate, stop Work orders, Notice of Violation and any other permit, certificate, order, notice or appearance ticket authorized to be issued under this Chapter by the Building Inspector and any documents suspending or revoking any such Building Inspector Document;
 - (b) Pursuing administrative enforcement actions and proceedings

relating to any Uncorrected Violation and legal actions and proceedings to the extent of the Building Inspector's authority under this Chapter and/or other applicable law;

- (c) any other action within the scope of the Building Inspector's power and authority as provided in this Chapter that a Contracted Inspector is not permitted to take under applicable law.
- D. Notwithstanding anything to the contrary set forth in this Chapter, during any time that the Village is employing or engaging a Contracted Inspector, as the case may be, any Officer Action may be taken by an Authorized Officer, but only if (i) such Officer Action has been recommended and approved by such Contracted Inspector and (ii) such Officer Action is within the scope of the authority granted to such Authorized Officer by the Mayor with the approval of the Board.
- E. "Special Inspectors" may be engaged by the Village from time to time to perform "Special Inspections" subject to and in compliance with 19 NYCRR Part 1208(e)(4).
- F. The compensation for the Building Inspector and any Contracted Inspector shall be fixed from time to time by the Board.

§ 10-6. Building Permits.

- A. Building Permits required. Except as otherwise provided in § 10-6.C, a Building Permit shall be required for any Work. As used in this Chapter, "Work" means any work which is required to conform to the Codes, 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 without first having obtained a Building Permit from the Building Inspector.
- B. Conformance with Zoning and Other Laws Required; Frontage Required.
 - (1) No Building Permit shall be issued for any proposed Work on any Building or Structure unless the proposed Work and use is in full conformance with the Zoning Law, and other applicable laws and regulations. Without limiting the generality of the foregoing, no Building Permit shall be issued for any use requiring a special permit, site plan approval and/or variance under the Zoning Law unless and until such permit, approval or variance, as the case may be, has been issued.
 - (2) No Building Permit shall be issued upon a Lot without access to either (i) a public street or (ii) a private street which is within a Subdivision approved by the Planning Board.

- C. Exemptions. No Building Permit shall be required for work in any of the following categories:
- (1) Construction or installation of one story detached Structures associated with one or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 100 square feet;
 - (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 5'-9" 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 the impact 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.
- D. 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 § 10-6.C shall not be deemed an authorization for Work to be performed in violation of the Codes.
- E. Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Building Inspector. 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 Building Inspector deems sufficient to permit a determination by the Building Inspector that the intended Work complies

with all applicable requirements of the Codes. The Application shall include or be accompanied by the following information and documentation:

- (1) A description of the location, nature, extent, and scope of the proposed Work;
- (2) The Tax Map number and the street address of any affected Building or Structure;
- (3) The existing and intended use and the occupancy classification of any existing or proposed Building(s) and/or Structures;
- (4) The number of dwelling units the Building is designed to accommodate;
- (5) Where applicable, a statement of special inspections to be prepared in accordance with the provisions of the Uniform Code;
- (6) construction documents (drawings and/or specifications) in the format and quantity acceptable to the Board, prepared in compliance with 19 NYCRR 1203.3(a)(3);
- (7) any additional submittal documents in the format and quantity acceptable to the Board as required by the applicable provisions of the Codes;
- (8) Any other information and documentation that the Board or the Building Inspector may deem necessary to allow the Building Inspector to determine that the proposed Work conforms to the Codes.
- (9) Such other information with regard to the Building, the lot or neighboring lots as may be necessary to determine that the proposed Work will conform to the provisions of the Zoning Law
- (10) A statement that the Applicant consents to the Building Inspector conducting Construction Inspections of the Lot or other land, Building and/or Structure pursuant to § 10-6.E(10).

F. (Reserved)

G. Construction documents. Construction documents submitted as part of an application for a Building Permit shall be drawn to scale on suitable material or in electronic media. The Board and/or the Building Inspector shall not approve required construction documents unless they show in sufficient detail that they contain the information and/or documentation required by the applicable provisions of the Codes, and including but not limited to the following, where applicable:

- (1) describing the location, nature, extent, and scope of the proposed Work;
- (2) showing that the proposed Work will conform to the applicable provisions of the Codes;

- (3) showing the location, construction, size, and character of all portions of the means of egress;
- (4) showing a representation of the building thermal envelope;
- (5) showing 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;
- (6) showing the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the Building;
- (7) a written statement indicating compliance with the Energy Code;
- (8) 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;
- (9) evidence that the construction documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number; and
- (10) include any other information and documentation that the Board may deem necessary to allow the Building Inspector and/or the Board to determine that the proposed work conforms to the Codes.

G-1 Construction documents and any other submittal documents approved as part of a Application for a Building Permit shall be so marked in writing and by stamp, or in the case of electronic media, an electronic marking. One complete set of approved construction documents and other submittal documents shall be retained by the Building Inspector. One complete set of approved construction documents and other submittal documents shall be returned to the Applicant to be available at the Work site for use by the Building Inspector. 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.

- H. Issuance of Building Permits; Demolition Permits.
 - (1) An Application for a Building Permit or for an amendment thereto shall be examined to ascertain whether the proposed Work is in compliance with the applicable Legal Requirements, including without limitation the requirements of the Codes, this Chapter and the Zoning Law. The Building Inspector shall issue a Building Permit if the proposed Work is in compliance with the applicable requirements of the Codes, the provisions of this Chapter and the Zoning Law. If a Building Permit is denied, the Building Inspector shall provide the Applicant with the reasons for such denial in writing.
 - (2) A Building Permit which involves only the demolition of a Building or other Structure may be referred to in the Application and other applicable documentation as a Demolition Permit.
- I. 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.
- J. Work to be in accordance with construction documents. All Work shall be performed in accordance with the construction documents and other submittal documents which were submitted with and accepted as part of the Application for the Building Permit. The Building Permit shall contain a statement indicating that all work shall be performed in accordance with the approved building permit application including any supporting information and documentation, such as construction documents, written statements, submittal documents, etc. In addition, The Permit Holder shall immediately notify the Building Inspector of any change occurring during the course of the Work. The Building Permit shall include a directive indicating that the Permit Holder must notify the Building Inspector immediately in the event of changes occurring during the Work. If the Building Inspector 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.
- K. Time limits. Building Permits shall become invalid unless the authorized Work is commenced within twelve (12) 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 § 10-6.K may be renewed upon Application by the Permit Holder, payment of the applicable fee, and approval of the Application by the Building Inspector.
- L. Revocation or suspension of Building Permits. The Building Inspector is

authorized to suspend or revoke a Building Permit in any one or more of the following cases:

- (1) The Building Inspector determines that a Building Permit was issued in error;
- (2) Because of materially incorrect, inaccurate or incomplete information submitted by the Applicant or the Applicant's representative(s) to the Village in connection with the Application for the Building Permit, including without limitation false statements or misrepresentations as to a material fact in the Application or in the plans, specifications or other documents submitted in support of the Application or in support of any site plan approval, special permit or variance that was required in order for the Building Permit to be issued;
- (3) The Building Inspector determines that the Work being performed under the Building Permit is not being carried out in accord with the Application, plans, specifications or other documents submitted by the Applicant or the Applicant's representative(s) in support of the Application or in support of any site plan approval, special permit or variance that was required in order for the Building Permit to be issued;
- (4) Where the Person to whom a Building Permit has been issued fails or refuses to comply with a stop order issued by the Building Inspector.
- (5) The Work for which a Building Permit was issued violates the Codes or otherwise constitutes a Violation.

M. In the event that the Building Inspector revokes or suspends a Building Permit pursuant to § 10-6.L above, such revocation or suspension, as the case may be, the Building Inspector shall revoke the Building Permit or suspend the Building Permit until the Building Inspector determines that 1) all Work then completed is in compliance with all applicable provisions of the Uniform Code, the Energy Code, the Zoning Law and other applicable Legal Requirements, if any; and 2) all Work then proposed to be performed shall be in compliance with all such Legal Requirements.

N. Fee. The fee specified in or determined in accordance with the provisions set forth in § 10-19 (Fees) of this Chapter 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.

O. Required Survey.

- (1) Applications for the construction of new Buildings or additions to existing Buildings shall be accompanied by an accurate survey showing the exact location of any proposed new construction and all existing Structures to remain.

- (2) The submission of an accurate survey may be waived by the Building Inspector in the case of an interior or exterior alteration to an existing Building or Structure.

§ 10-7. Construction inspections.

- A. The Building Inspector shall perform construction inspections required by the Codes including those listed in this paragraph, either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Building 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 Building Inspector that the elements of the construction process conform with the applicable requirements of the Codes. Should a remote inspection not afford the Building Inspector sufficient information to make a determination, an in-person inspection shall be performed. Inspections shall include but not be limited to the following elements of the construction process, , where applicable:
 - (1) Worksite 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, high-performance lighting, and controls;
 - (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.
- B. Work for which a Permit has been issued shall remain accessible and exposed

until inspected and accepted by the Building Inspector or by an Inspector authorized by the Building Inspector. The Permit Holder shall notify the Building Inspector when any element of Work described in § 10-7.A is ready for inspection.

- C. Inspection results. After each inspection, the Building Inspector shall note the Work or a portion thereof to satisfactory as completed, or the building Permit Holder shall be notified as to the manner in which the Work fails to comply with the Codes, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with applicable provision of either or both of the Codes shall remain exposed until such Work shall have been brought into compliance with all applicable provisions of Codes, reinspected, and found satisfactory as completed.
- D. Fee. The fee specified in or determined in accordance with the provisions set forth in § 10-19 (Fees) of this Chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

§ 10-8. Stop-Work orders.

- A. Authority to issue. The Building Inspector is authorized to issue a stop-Work order pursuant to this section to halt any Violation(s). The Building Inspector is also authorized to issue a stop-Work order pursuant to this section to halt Work that is determined to be contrary to provisions of either or both of the Codes, is being conducted in a dangerous or unsafe manner, is being performed without obtaining a required Building Permit, or when a Building Permit has been issued in error.
- B. Content of stop-Work orders. Stop-Work orders shall:
 - (1) Be in writing;
 - (2) Be dated and signed by the Building Inspector;
 - (3) State the reason or reasons for issuance; and
 - (4) If applicable, state the conditions which must be satisfied before Work will be allowed to resume.
- C. Service of stop-Work orders. The Building Inspector shall attempt to cause the stop-Work order, or a copy thereof, to be served on the Violating Owner (and, if the Violating Owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Building Inspector is also authorized but not required, to attempt to cause the stop-Work order, or a copy thereof, to be served on any other Responsible Person personally or by certified mail; provided, however, that failure to serve the Owner or any other Responsible Persons shall not affect the efficacy or validity of the stop-Work order as to the Owner or any other

Responsible Person who has been served with such stop-Work order as provided in this § 10-8.C.

- D. Effect of stop-Work order. Upon the issuance of a stop-Work order, the Violating Owner, 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 a Violation, 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 § 10-18 (Violations; penalties for offenses) of this Chapter or under any other applicable local law or state law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a stop-Work order.

§ 10-9. Certificates of Occupancy, certificates of compliance, and temporary certificates of occupancy.

- A. Certificates of Occupancy required. A Certificate of Occupancy, or if determined to be applicable by the Building Inspector a Certificate of Compliance, shall be required for any Work which is the subject of a Building Permit and required to comply with either or both of the Codes and for all Structures, Buildings, or portions thereof which are converted from one use or occupancy classification or subclassification to another. Except as provided below in § 10-4D permission to use or occupy a Building or Structure, or portion thereof, for which a Building Permit was previously issued, or which has been converted from one use or occupancy classification or subclassification to another, shall be granted only by issuance of a Certificate of Occupancy or a Certificate of Compliance. The determination as to whether Work requires a Certificate of Occupancy or Certificate of Compliance shall be made by the Building Inspector, but in any case one or the other shall be required.
- B. A Certificate of Occupancy or a Certificate of Compliance, as the case may be, shall not issue until the Building Inspector shall have
 - (1) inspected the Building, Structure, or Work and determined that the Building, Structure, or Work is in compliance with all applicable provisions of the Codes;
 - (2) where applicable, received and reviewed each written statement of structural observations and/or a final report of special inspections required by any applicable provisions of the Uniform Code and determined that the information in such written statement or report adequately demonstrates compliance with the applicable provision of the Uniform Code;

(3) where applicable, received and reviewed flood hazard certifications required by any applicable provisions of the Uniform Code and determined that the information in such certifications adequately demonstrates compliance with the applicable provision of the Uniform Code;

(4) where applicable, received and reviewed each written statement of the results of tests performed to show compliance with the Energy Code and determined that the information in such statements adequately demonstrates compliance with the applicable provision of the Energy Code; and

(5) where applicable, verified the affixation of the appropriate seals, insignias, and manufacturers' data plates as required for factory manufactured buildings and/or manufactured homes

B-1 Issuance of Certificate of Occupancy. The Building Inspector shall issue a Certificate of Occupancy if the Work which was the subject of the Building Permit was completed in accordance with each of the following: (i) the construction documents submitted by the Applicant as amended and approved by the Building Inspector; (ii) conditions or specifications of any applicable site plan or special permit approval; (iii) all applicable provisions of the Codes, this Chapter, the Zoning Law and any other applicable laws and regulations, and, (iv) if applicable, that the Structure, Building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Codes. The Building Inspector or an Inspector authorized by the Building Inspector shall inspect the Building, Structure or Work prior to the issuance of a Certificate of Occupancy. 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 Building Inspector, at the expense of the Applicant for the Certificate of Occupancy, shall be provided to the Building Inspector prior to the issuance of the Certificate of Occupancy:

- (1) A written statement of structural observations and/or a final report of special inspections; and
- (2) Flood hazard certifications.

C. Contents of Certificate of Occupancy and Certificate of Compliance. A Certificate of Occupancy or Certificate of Compliance, as the case may be, 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, as the case may be, is not applicable to an entire Building or Structure, a description of that portion of the Building or Structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
 - (5) The use and occupancy classification of the Building or Structure;
 - (6) The type of construction of the Building or Structure;
 - (7) The occupant load of the assembly areas in the Building or Structure, if any;
 - (8) Any special conditions imposed in connection with the issuance of the Building Permit;
 - (9) The signature of the Building Inspector issuing the Certificate of Occupancy or Certificate of Compliance as the case may be and
 - (10) the date of issuance of the Certificate of Occupancy or Certificate of Compliance, as the case may be.
- D. Temporary certificate. The Building Inspector shall be permitted to issue a temporary Certificate of Occupancy prior to completion of the Work which is the subject of a Building Permit, provided that:
- (1) A temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six months, which shall be determined by the Building Inspector 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 Codes.
 - (2) The temporary Certificate of Occupancy shall specify the portion or portions of the Building or Structure that may be occupied pursuant to the temporary Certificate of Occupancy, and any special terms or conditions of such occupancy that the Building Inspector may deem to be 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.
 - (3) The temporary Certificate of Occupancy shall also include the information mentioned in § 10-9 C.
 - (4) The Building Inspector shall not issue a temporary Certificate of Occupancy until it determines that the following conditions are met:

- (a) the Structure or portions thereof may be occupied safely;
- (b) 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
- (c) all required means of egress from the Structure have been provided.

- E. Revocation or suspension of certificates. A Certificate of Occupancy, Certificate of Compliance or a temporary Certificate of Occupancy, as the case may be, which is issued in error or on the basis of incorrect, inaccurate or incomplete information shall be suspended or revoked by the Building Inspector until such time as the Permit Holder demonstrates that all work completed and all work proposed shall be in compliance with applicable provisions of the Codes.
- F. Fee. The fee specified in or determined in accordance with the provisions set forth in § 10-19 (Fees) of this Chapter must be paid at the time of submission of an Application for a Certificate of Occupancy, a Certificate of Compliance, or for a temporary Certificate of Occupancy, as the case may be.

§ 10-10. Notification regarding fire or explosion.

The Chief of any fire department providing firefighting services for a property within this Village shall promptly notify the Building Inspector of any fire or explosion involving any structural damage, fuel-burning appliance, chimney or gas vent.

§ 10-11. Unsafe Structures and equipment and imminent danger.

- A. An "Unsafe Structure" means any Building or Structure or equipment which the Building Inspector determines: (i) to be structurally unsafe, insanitary or not provided with adequate egress, or (ii) to constitute a fire hazard or otherwise is dangerous to human life, or (iii) which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment, are, severally.
- B. All Unsafe Structures are hereby declared to be illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the procedure of this § 10-11.
- C. The Building Inspector shall inspect or cause to be inspected every Unsafe Structure of which the Building Inspector becomes aware and shall make a written record of such examination.
- D. Whenever the Building Inspector shall find any Building or Structure or equipment or portion thereof to be an Unsafe Structure, the Building Inspector

shall issue a Notice of Violation in accordance with § 10-18.A.

- 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 repair and improvements are completed, inspected and approved by the Building Inspector. 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 persons, 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 fails, neglects or refuses to comply with the notice to repair, rehabilitate or demolish and remove said Building or Structure or equipment or portion thereof, the Village Attorney shall be advised of all the facts in the case and, subject to the approval of the Board, shall be authorized to institute an appropriate action in a court of competent jurisdiction to compel compliance.
- G. In cases of emergency which, in the opinion of the Building Inspector, involve imminent danger to human life or health, the Building Inspector shall promptly cause such Building, Structure, equipment, or portion thereof to be made safe or to be removed. For this purpose, he may at once enter such Structure or Lot or other land on which it stands, or abutting Lot or other 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 § 10-11.F and § 10-11.G, including reasonable attorneys fees of the Village's attorney, shall be paid out of the Village treasury on certificate of the Building Inspector. Such costs shall be assessed against the Lot or other land on which said Building or Structure is located and shall be and become a lien on said Lot or other land, as the case may be, as of the date of such assessment. The lien of the Village for such cost and expenses shall have priority over all other liens and encumbrances, except the liens of taxes and assessments which constitute prior liens.

§ 10-12. 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 in this § as follows: :

- (1) Manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS);
- (2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS listed and described in section 1203.3 (g)(1)(ii) 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.

- (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 section 1203.3 (j);
- (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 this Village; and
- (9) other processes or activities or for operating any type of building, structure, or facility at the discretion of the authority having jurisdiction.

Any person who proposes to undertake any activity or to operate any type of Building, Structure, or facility listed in this §10-12A 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 Building Inspector. Such Application shall include such information as the Building Inspector deems sufficient to enable a determination by the Building Inspector that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Building Inspector determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Building Inspector, at the expense of the Applicant. Such Application shall include a statement that the Applicant consents to the Building

Inspector conducting inspections pursuant to § 10-12.D.

- C. Exemptions. The Board may exempt from the requirement for an operating permit the processes or activities, or the buildings, structures, or facilities listed in § 10-12A, provided that the use is expressly authorized by a Certificate of Occupancy or Certificate of Compliance, fire safety and property maintenance inspections are performed in accordance with § 10-13, and condition assessments are performed in compliance with § 10-23 as applicable. Neither this paragraph nor this Chapter 10-A shall limit or impair the right of the Board nor the Building Inspector to take any other enforcement action, including but not limited to those specified in § 10-18, as may be necessary or appropriate in response to any citation of non-compliance found during a fire safety and property maintenance inspection.
- D. Inspections. The Building Inspector or an Inspector authorized by the Building Inspector shall perform an inspection of the subject premises prior to the issuance or renewal 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 Building 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 Building Inspector that the premises conform with the applicable requirements of the Uniform Code and this Chapter 10A. Should a remote inspection not afford the Building Inspector 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 fails to comply with either or both of the Uniform Code and this Chapter 10A, including a citation to the specific provision or provisions that have not been met.
- D. Multiple activities. In any circumstance in which more than one activity listed in § 10-12.A is to be conducted at a location, the Building Inspector may require a separate operating permit for each such activity, or the Building Inspector may, in his or her discretion, issue a single operating permit to apply to all such activities.
- E. Duration of operating permits. Operating permits shall remain in effect until reissued, renewed, or revoked and shall be issued for a specified period of time consistent with local conditions, but in no event to exceed:
- (1) 180 days for tents, special event structures, and other membrane structures;
 - (2) 60 days for alternative activities at a sugarhouse;
 - (3) years for the activities, structures, and operations determined per §10-12A6 (facilities that store, handle or use hazardous production materials);
 - (4) one (1) year for all other activities, structures, and operations identified in §10-12A

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 Building Inspector, payment of the applicable fee, and approval of such Application by the Building Inspector.

- F. Revocation or suspension of operating permits. The Building Inspector shall revoke or suspend an operating permit where a [process or activity, or the operation of any type of Building, Structure, or facility does not comply with any applicable provision of the Uniform Code.
- G. Fee. The fee specified in or determined in accordance with the provisions set forth in § 10-19 (Fees) of this Chapter must be paid at the time submission of an Application for an operating permit, for an amended operating permit, or for reissue or renewal of an operating permit.

§ 10-13. Fire safety and property maintenance inspections.

- A. Inspections required. Fire safety and property maintenance inspections of Buildings and Structures shall be performed by the Building Inspector or an Inspector designated by the Building Inspector either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Building 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 Building Inspector that the premises conform with the applicable requirements of the Codes. Should a remote inspection not afford the Building Inspector sufficient information to make a determination, an in-person inspection shall be performed. Fire safety and property maintenance inspections shall be performed at intervals consistent with local conditions, but in no event shall such intervals exceed:
 - (1) One year for Buildings which contain an assembly area;
 - (2) one year for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining or recreational facilities; and
 - (3) (iii) three years for multiple dwellings and all nonresidential occupancies.
- B. Inspections permitted.
 - (1) In addition to the inspections required by § 10-13.A, 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 Building Inspector or an Inspector designated by the Building Inspector at any time upon; the request of the owner of the property to be inspected or an authorized agent of such owner; receipt by the Building Inspector of a

written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or receipt by the Building Inspector of any other information, reasonably believed by the Building Inspector to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this 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.

(2) After each inspection, the Building Inspector shall note the premises as satisfactory, or the owner and operator shall be notified as to the manner in which the premises fails to comply with the Uniform Code, including a citation to the specific Uniform Code provision or provisions that have not been met.

(3) Nothing in this §10-13 shall require or be construed to require regular, periodic inspections of (a) owner-occupied one and two-family dwellings, or (b) agricultural buildings used directly and solely for agricultural purposes, provided, however, that this shall not be a limitation on inspections conducted at the invitation of the owner or occupant, or where conditions on the premises threaten or present a hazard to public health, safety, or welfare.

C. OFPC inspections. In the case of a building referred to in § 10-13A2 (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), the Building Inspector may accept an inspection performed by the Office of Fire Prevention and Control (“OFPC”) or other authorized entity pursuant to § 807-a and § 807-b of the Education Law and/or § 156-e of the Executive Law, and Education Law § 807-b in lieu of an inspection performed by the Building Inspector or an Inspector designated by the Building Inspector, provided that:

- (1) The Building Inspector is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR §1203.2 (e)(1) and § 1203.2 (e)(2);
- (2) The Building Inspector 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 Building; and

- (5) upon receipt of each such report, the Building Inspector takes the appropriate action prescribed by §10-13B2 or verifies the authorized entity performing the inspection has taken the appropriate action consistent with §10-13B2.

- D. Fee. The fee specified in or determined in accordance with the provisions set forth in § 10-19 (Fees) of this Chapter must be paid prior to or at the time each inspection is performed pursuant to this section.

§ 10-14. Complaints.

- A. The Building Inspector shall review and investigate complaints which allege or assert the existence of conditions or activities that constitute a Violation. The process for responding to a complaint shall include such of the following steps as the Building Inspector may deem to be appropriate:
 - (1) Performing an inspection of the conditions and/or activities alleged to be a Violation, and documenting the results of such inspection;
 - (2) If a Violation is found to exist, providing the owner of the affected property and any other person who may be responsible for the Violation with a Notice of Violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in § 10-18 (Violations; penalties for offenses) of this Chapter;
 - (3) If appropriate, issuing a stop-Work order;
 - (4) If a Violation which was found to exist is abated or corrected, performing an inspection to ensure that the Violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 10-15. Reserved.

§ 10-16. Recordkeeping.

- A. The Building Inspector shall keep permanent official records of all transactions and activities conducted by the Building Inspector and Inspectors 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, 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 other features and activities specified in or contemplated by § 10-6 through § 10-14, inclusive, of this Chapter, including; and
 - (9) 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.
- C. A record of all Certificates of Occupancy shall be kept in the office of the Village Clerk.

§ 10-17. Program review and reporting.

- A. The Building Inspector shall annually submit to the Board a written report and summary of all business conducted by the Building Inspector and the Inspectors, including a report and summary of all transactions and activities described in § 10-16 (Recordkeeping) of this Chapter and a report and summary of all appeals or litigation pending or concluded. The Building Inspector shall also submit to the Board such additional reports at such time and in such form as may be requested by the Board from time to time.
- B. The Building Inspector shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.
- C. The Building Inspector shall, upon request of the New York State Department of State, provide to the New York State Department of State true and complete copies of the records and related materials this Village is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this Village in connection with administration and enforcement of the either or both of the Codes as may be requested by the Department of State.

§ 10-18. Violations; penalties for offenses.

- A. Notice of Violation. Upon a finding by the Building Inspector that there is reasonable grounds to believe that a Violation exists, the Building Inspector is authorized to issue a Notice of Violation to any one or more Responsible Persons. Failure to issue a Notice of Violation to one or more Responsible Persons shall not invalidate any Notice of Violation issued to any other Responsible Person or Responsible Persons.
- B. Contents of Notice of Violation.
- (1) The Notice of Violation shall be in writing, and shall:
 - (a) be dated and signed by the Building Inspector;
 - (b) set forth the address and/or tax identification number of the Premises in Violation;
 - (c) specify the condition or activity that constitutes the Violation;
 - (d) specify the provision or provisions of the Uniform Code, the Energy Code, this Chapter, the Zoning Law or other Legal Requirement, as the case may be, that has been or is being violated;
 - (e) order that the Violation be corrected and specify the time period within which such correction must be completed. Including the following language in the Notice of Violation will satisfy this subparagraph (e):

“The person or entity served with this Notice of Violation must completely remedy each violation of law or regulation as described in this Notice of Violation by _____ [specify date] which is thirty (30) days after the date of this Notice of Violation (“Required Correction Date”)”
 - (f) specify the actions required to be taken in order to remedy the Violation (“Corrective Action”);
 - (g) state that an action or proceeding to compel compliance with this Notice of Violation may be instituted if correction of the violation is not achieved on or before the Required Correction Date (including, but not limited to, the imposition of criminal or civil penalties hereunder).
 - (h) If the Violation includes that the Building or other Structure is an Unsafe Structure, then the Notice of Violation shall also state that, on or before the Correction Date, the Corrective Action must be completed or the Unsafe Structure must be demolished and all debris removed.

- (2) Stop Work Order. The Building Inspector is authorized to include in such Notice of Violation a stop-Work order as described in § 10-8 of this Chapter. This paragraph (2) shall not be deemed to limit the authority of the Building Inspector to issue stop Work orders under circumstances not requiring a Notice of Violation.
 - (3) The Building Inspector may include in the Notice of Violation provisions ordering the Responsible Person or Responsible Persons, as the case may be:
 - (a) To begin to remedy the Violation described in the Notice of Violation immediately, or within some other specified period of time which may be less than the time period specified for correction therein; to continue diligently to remedy such Violation until it is fully remedied; and, in any event, to complete the remedying of all such Violations within thirty (30) days.
 - (b) To take such other protective actions (such as vacating the Building or barricading the area where the Violation exists) which are authorized by the Building Inspector or by this Chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Building Inspector may deem appropriate, during the period while such Violation are being remedied.
 - (4) A Notice of Violation shall not be deemed defective so long as it substantially complies with the requirements of this § 10-18.
- C. Manner of Service of Notice of Violation. A Notice of Violation in order to be effective against a given Responsible Person shall be served upon such Responsible Person either personally or by certified or registered mail within five days of the date of the Notice of Violation. Failure to serve one or more Responsible Persons with a Notice of Violation shall not be deemed to invalidate service of such Notice of Violation upon any other Responsible Person or Responsible Persons.
- D. Appearance Tickets. For any Violation, the Building Inspector is authorized to issue appearance tickets to the Responsible Person or Responsible Persons, as the case may be, returnable in any court of competent jurisdiction.
- E. Penalties.¹ In the event that the Building Inspector determines that a Violation

¹ See Municipal Home Rule Law §10(4)(b) (the legislative body of a local government shall have power: ...4. In the exercise of its powers to adopt and amend local laws, the legislative body of a local government shall have power:...(b) To provide for the enforcement of local laws by legal or equitable proceedings which are or may be provided or authorized by law, to prescribe that violations thereof shall constitute misdemeanors, offenses or infractions and to provide for the punishment of violations thereof by civil penalty, fine, forfeiture, community service,...)

specified in a Notice of Violation has not been fully corrected on or before the date specified for such correction in the Notice of Violation ("Correction Date"), then such Violation shall be deemed to be an uncorrected violation ("Uncorrected Violation"). With respect to any Uncorrected Violation, each Responsible Person who has been served with a Notice of Violation with respect to Violation which becomes an Uncorrected Violation shall be guilty of a violation as provided in this Chapter shall for (a) a first offense be guilty of a violation as defined in Penal Law §55.10 (3) and subject to a fine of not less than \$500 and not more than \$2,000 or to imprisonment for up to fifteen (15) days, or both; (b) for a second offense be guilty of an unclassified misdemeanor as defined in Penal Law §55.10(2)(c) and subject to a fine of not less than \$1,000 and not more than \$4,000 or imprisonment for up to thirty (30) days, or both; and (c) for the third and all subsequent offenses be guilty of an unclassified misdemeanor and subject to a fine of not less than \$4,000 and not more than \$6,000 or imprisonment for up to sixty (60) days, or both.² Each and every day that any Uncorrected Violation continues beyond the Correction Date shall constitute a separate offense. In addition to the above penalties, the Responsible Person or Responsible Persons, as the case may be, shall be jointly and severally liable to the Village for all of its costs and expenses, including without limitation reasonable attorney's fees, incurred in determining, issuing and/or prosecuting such Uncorrected Violation, including without limitation, in any action or proceeding relating to an Uncorrected Violation which is initiated by the Village against one or more Responsible Persons pursuant to this §98-59, whether criminal and/or civil.

For the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this Chapter shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations.

- F. Remedies Not Exclusive. No remedy or penalty specified in this Chapter shall be the exclusive remedy or penalty available to address any Violation, and each remedy or penalty for any Uncorrected Violations as specified in this § 10-18 shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this Chapter, in any other Articles of this Chapter, or under any other applicable law, including without limitation, the remedies specified in Village §7-714 and in Subdivisions (2), (3), and (4) of § 382 of the Executive Law or any regulations promulgated thereunder. Any remedy or penalty specified in this Chapter may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this Chapter or under any other applicable law. Without limiting the generality of the foregoing, the Village may simultaneously maintain an injunctive action in

² The NY Penal Law §80.05 (4) authorizes the Village to impose fines for violations of its local laws which exceed the maximum amount imposed by similar state law. See, *People v Karns*, 365 N.Y.S.2d 725, 735 (N.Y. City Ct., Mar. 18, 1975).

Supreme Court and a prosecution in Justice Court.

- G. Nothing contained herein shall be deemed to invalidate any Notice of Violation issued by the Building Inspector at any time prior to the effective date of this local law ("Prior Violation"); provided, however, that all of the Village's rights and remedies, including without limitation those specified in § 10-18.D through § 10-18.F shall fully apply to any such Prior Violation which has not been fully corrected prior to such effective date of this Chapter.
- H. Injunctive relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any Violation, and/or to obtain an order directing the removal of the Building or Structure or an abatement of the condition resulting in such Violation. No action or proceeding described in this subsection shall be commenced without the appropriate authorization from the Board.

§ 10-19. Fees for permits, certificates and inspections.

A fee schedule applicable to permits and certificates issued and inspections made under this Chapter 10-A shall be established and may be amended from time to time by resolution of the Board. The applicable fee set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of any Application, the issuance of any Building Permit, any amended Building Permit, any renewed Building Permit, any Certificate of Occupancy, any temporary certificate, operating permit, construction inspection, fire safety and property maintenance inspection, and other action of the Building Inspector for which a fee is set forth on such fee schedule. No permit or certificate shall be issued and no inspection shall be performed by the Building Inspector until the Applicant has paid to the Village of Pawling the appropriate fee as provided in the fee schedule. The Board shall review such fee schedule from time to time to ensure that such fees are no greater than the amount which the Board has estimated in good faith to be reasonably necessary to cover the costs to the Village of review, issuance and inspection of permits, certificates and inspections provided for in the Chapter; however exact congruence between total expenses and total fees for permits, certificates and inspections is not required.

§ 10-20. Intermunicipal agreements.

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

§ 10-21. Severability, Savings Clause, Inconsistencies

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.

In addition, to the maximum extent permitted by law, this Chapter shall be interpreted so as to comply with the requirements of 19 NYCRR Section 1203.3 (minimum features of a program for administration and enforcement of the Uniform Code) and any other state laws or regulations applicable to this Chapter.

In the event of any inconsistencies between this Chapter and the Zoning Law or any other local law of the Village enacted prior to the effective date of this Chapter, the terms of this Chapter shall prevail and be controlling.

§ 10-22. When effective.

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.

§ 10-23 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:
 - (i) buildings in which the only level used for parking or storage of motor vehicles is on grade;
 - (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
 - (iii) a townhouse unit with attached parking exclusively for such unit;
- (4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

- (5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
 - (6) the term “unsafe condition” includes the conditions identified as “unsafe” in § 304.1.1, § 305.1.1, and § 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 §10-23, periodic condition assessments as described in subdivision (d) of this §10-23, and such additional condition assessments as may be required under subdivision (e) of this §10-23. 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 Building Inspector and the Board, in accordance with the requirements of subdivision (f) of this § 10-23. 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:
 - (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
 - (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
 - (iii) 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 Chapter 10A that

has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to *six (6) months after the effective date of this local law.*

- (d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.
- (e) Additional Condition Assessments.
 - (1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this §, 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 Building Inspector becomes aware of any new or increased deterioration which, in the judgment of the Building Inspector, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this §, 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 Building Inspector 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 Building Inspector within such time as fixed by the Building Inspector. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:
 - (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
 - (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
 - (3) an evaluation and description of the unsafe conditions;
 - (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

- (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
 - (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
 - (7) the responsible professional engineer's recommendation regarding preventative maintenance;
 - (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
 - (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.
- (g) Review Condition Assessment Reports. The Building Inspector 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 Building Inspector shall, by Order to Remedy or such other means of enforcement as the Building Inspector may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Board or the Building Inspector 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 Building Inspector 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 Building Inspector with a written statement attesting to the fact that he or she has been so engaged, the Building Inspector shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Building

Inspector 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 Building Inspector:
 - (1) to perform such construction inspections as are required by §10-7 (Construction Inspections) of this local law;
 - (2) to perform such periodic fire safety and property maintenance inspections as are required by §10-13 (Fire Safety and Property Maintenance Inspections) of this local law; and/or
 - (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Building Inspector 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.

§ 10-24. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

- (a) The Board of Trustees shall determine the climatic and geographic design criteria for buildings and structures constructed within this Village as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:
 - (1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
 - (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
 - (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
 - (i) the accompanying Flood Insurance Rate Map (FIRM);
 - (ii) Flood Boundary and Floodway Map (FBFM); and
 - (iii) related supporting data along with any revisions thereto.
- (b) The Building Inspector shall prepare a written record of the climatic and geographic design

criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Building Inspector, and shall make such record readily available to the public.

At a Meeting of the Village of Pawling Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the 19th day of December, 2022, at 7:00 PM

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Enacting Local Law No. ____ for the year 2022 entitled: "Chapter 10A Building Code Administration and Enforcement Procedures for Buildings and Zoning".

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- Mayor Lauri Taylor
- Trustee Daniel Peters
- Trustee John Burweger
- Trustee Gerald Locascio
- Trustee Thomas Meyer

Trustee _____ moved the following resolution, seconded by Trustee _____, to adopt the following local law:

Local Law No. ____ for the year 2022, entitled *Chapter 10A Building Code Administration and Enforcement Procedures for Buildings and Zoning* ("Local Law"), in the form attached hereto and made a part hereof.

WHEREAS, at the Board of Trustees meeting held on December 5, 2022, the Local Law was introduced and the Board set the public hearing for December 19, 2022;

WHEREAS, a duly noticed public hearing was held on December 19, 2022 and interested parties were provided an opportunity to be heard;

NOW THEREFORE, BE IT ENACTED that the Board of Trustees of the Village of Pawling hereby adopts the Local Law.

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor	—	—	—
Trustee Daniel Peters	—	—	—
Trustee John Burweger	—	—	—
Trustee Gerald Locascio	—	—	—
Trustee Tom Meyer	—	—	—
TOTAL	—	—	—

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on December 19, 2022.

Date: December 19, 2022

Jennifer Osborn, Village Clerk

At a Meeting of the Pawling Village Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the 19th day of December 2022, at 7:00 PM.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Resolution regarding acceptance of offers to purchase real property located at 85 Tracy Road and 90 Tracy Road, in Pawling, NY

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- ___ Mayor Lauri Taylor
- ___ Trustee Daniel Peters
- ___ Trustee John Burweger
- ___ Trustee Gerald Locascio
- ___ Trustee Thomas Meyer

The following Resolution was proposed by Trustee _____ who moved its adoption, and seconded by Trustee _____.

WHEREAS, the Village of Pawling is the owner of (a) certain real property located at 85 Tracy Road, in the Town of Pawling, County of Dutchess, State of New York, which is comprised of approximately 6.1 acres and is listed on the tax map of the Town of Pawling as parcel #134089-7057-00-067821 (“85 Tracy Property”) and (b) certain real property located at 90 Tracy Road, in the Town of Pawling, County of Dutchess, State of New York, which is comprised of approximately 7.7 acres and is listed on the tax map of the Town of Pawling as parcel #134089-7057-00-119824 (“90 Tracy Property”);

WHEREAS, the Board of Trustees desires to sell the 85 Tracy Property and the 90 Tracy Property at the most advantageous terms for the Village;

WHEREAS, the Board of Trustees has engaged McGrath Realty licensed real estate broker to market the 85 Tracy Property and the 90 Tracy Property for sale;

WHEREAS, these properties have listed by McGrath on MLS since on or about November 1, 2022;

WHEREAS, the Village has received several offers to purchase 85 Tracy Road over the last several weeks with the highest offer being an offer for \$190,000 received from Vadim Brom and Liliya Barbarosh, each with an address of 19 Fawn Drive, Livingston, NJ 07039;

WHEREAS, the Village has received one offer to purchase 90 Tracy Road for the sum of \$150,000. This offer is from George Apap, with an address of 96 Tracy Road, Pawling, NY 12564;

WHEREAS, McGrath Realty has advised that in its opinion the fair market value of 85 Tracy Road is not more than \$190,000 and the fair market value of 90 Tracy Road is not more than \$150,000;

WHEREAS, Daniels Porco and Lusardi, LLP, the Village Attorneys, have advised that in their opinion, the sale of these properties is not subject to competitive bidding requirements and that the Village is free to use what procedure the Village believes would yield the best price for the property;

NOW THEREFORE, BE IT RESOLVED as follows:

(i) The Board approves the sale of 85 Tracy Road, Pawling, New York to Vadim Brom and Liliya Barbarosh for the sum of \$190,000;

(ii) The Board approves the sale of 90 Tracy Road, Pawling, New York to George Apap for the sum of \$150,000;

(iii) The Mayor or in the absence of or at the direction of the Mayor the Deputy Mayor are each severally authorized and empowered:

- a. to negotiate and execute a contract of sale for each such property for the purchase price specified above and on such other terms and conditions as the Mayor or Deputy Mayor, as the case may be, determines to be necessary, advisable or advantageous in order to effectuate such sale;
- b. to take such other actions as she or he, as the case may be, deems convenient, necessary or advisable in order to effectuate the execution of the Listing Agreements by both parties;

(iv) This resolution shall not be deemed to constitute acceptance of an offer or to create any rights in favor of the purchasers specified above prior to execution of a contract of sale.

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor	-	—	—
Trustee Daniel Peters	-	—	—
Trustee John Burweger	-	—	—
Trustee Gerald Locascio	-	—	—
Trustee Thomas Meyer	-	—	—
TOTAL	-	—	—

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on December 19, 2022.

Date: _____, 2022



Highest and Best:
Offer to Purchase: 11/28/2022

PURCHASERS:	Vadim Brom and Liliya Barbarosh 19 Fawn Drive Livingston, NJ 07039
PROPERTY LOCATION:	85 Tracy Road, Pawling, NY 12564, Dutchess County
TAX ID(S):	134089-7157-00-067821-0000 on 6.1 Acres
OFFERING PRICE:	\$190,000
CLOSING DATE:	60 days after fully executed contracts
DOWN PAYMENT:	10% cash at contract signing
BALANCE AT CLOSING:	90% cash at closing
CONTINGENCIES:	<ul style="list-style-type: none"> • 30 day due diligence period. • Permission to perform deep hole and perc tests on the property. • Clear and marketable title. • Attorney review.
INCLUDED:	As per MLS listing: raw land
EXCLUDED:	As per MLS listing: raw land
PURCHASER'S ATTORNEY:	TBD
SELLING AGENCY & UID #:	McGrath Realty Inc. – UID #: 10391201976 3 Memorial Avenue, Suite 103 Pawling, NY 12564 O: 845-855-5550
SELLING AGENT & LICENSE #:	<p>Brian McGrath – license #: 10311209440 Cell: 845-721-0940 bmcgrath@mcgrathny.com</p> <p>Claudia Jiskra - license #: 40JI0944962 Cell: 914-447-3761 cjiskra@mcgrathny.com</p>



Highest and Best:
Offer to Purchase: 11/28/2022

PURCHASERS:	George Apap 96 Tracy Road Pawling, NY 12564
PROPERTY LOCATION:	90 Tracy Road, Pawling, NY 12564, Dutchess County
TAX ID(S):	134089-7157-00-119824-0000
SELLING PRICE:	\$150,000
CLOSING DATE:	30 days after fully executed contracts
DOWN PAYMENT:	10% cash at contract signing
BALANCE AT CLOSING:	90% cash at closing
CONTINGENCIES:	<ul style="list-style-type: none"> • Clear and marketable title • Attorney review • There will be no due diligence period and no plans for building. Purchasing for protection as this property abuts primary residence.
INCLUDED:	As per MLS listing: Raw land
EXCLUDED:	As per MLS listing: Raw land
PURCHASER'S ATTORNEY:	TBD
SELLING AGENCY & UID #:	McGrath Realty Inc. – UID #: 10391201976 3 Memorial Avenue, Suite 103 Pawling, NY 12564 O: 845-855-5550
SELLING AGENT & LICENSE #:	Brian McGrath – license #: 10311209440 Cell: 845-721-0940 bmcgrath@mcgrathny.com

At a Meeting of the Pawling Village Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the ___th day of November 2022, at 7:00 PM.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Resolution regarding an electricity supply agreement with Constellation NewEnergy, Inc. for electricity provider services

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- ___ Mayor Lauri Taylor
- ___ Trustee Daniel Peters
- ___ Trustee John Burweger
- ___ Trustee Gerald Locascio
- ___ Trustee Thomas Meyer

The following Resolution was proposed by Trustee _____ who moved its adoption, and seconded by Trustee _____.

WHEREAS, the Board of Trustees desires to reduce its electricity costs to the maximum extent practical;

WHEREAS, the Board of Trustees has identified Kevin Hamilton of NuEnergen as a person with specialized professional expertise in identifying companies who can offer the Village the opportunity to enter into a variable rate contract with the option to lock in its electricity supply cost per kilowatts/hour for one or more fixed time periods during the term of the agreement;

WHEREAS, Kevin Hamilton has explored various companies that might be able to offer the Village such an opportunity and has recommended that the Village enter into a contract with Constellation NewEnergy, Inc. in the form attached to and made a part hereof (“Constellation Agreement”);

WHEREAS, in accord with the Village’s procurement policies, the Board of Trustees has determined that soliciting alternative proposals and quotations through another consultant or electricity provider would not be in the best interest of the Village because the subject services require special skill, training and experience and, in this regard, Mr. Hamilton is known for his

accountability, reliability, responsibility, skill, training, and judgment, qualities which are not necessarily found in the individual or company offering the lowest price in the provision of electricity.

NOW THEREFORE, BE IT RESOLVED as follows:

(i) The Village Board approves the Constellation Agreement in the form attached to this resolution;

(ii) Mayor Lauri Taylor is authorized to finalize negotiations of the Constellation Agreement (including any changes to the Constellation Agreement that she deems are beneficial or advantageous to the Village), to execute the final version of such Constellation Agreement on behalf of the Village and to take such other actions as she deems convenient, necessary or advisable in order to effectuate the execution of the Constellation Agreement by both parties.

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor			
Trustee Daniel Peters			
Trustee John Burweger			
Trustee Gerald Locascio			
Trustee Thomas Meyer			
TOTAL			

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on _____, 2022.

Date: _____, 2022

Jennifer Osborn, Village Clerk

“Constellation Agreement”



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Flexible Index Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.																		
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.																		
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.																		
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).																		
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.																		
Conditions under which savings to the customer are guaranteed:	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.007000/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).																		
Fixed or Variable, (explanation of how the price is determined):	<p>There are no guaranteed savings for this product.</p> <p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Energy Cost</td> <td>Passed Through</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td>Passed Through</td> </tr> <tr> <td>Capacity Costs</td> <td>Passed Through</td> </tr> <tr> <td>Line Loss Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Public Policy Transmission Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Tier 1 REC Program Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Tier 2 REC Program Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td>Passed Through</td> </tr> </table>	Energy Cost	Passed Through	Ancillary Services And Other ISO Costs	Passed Through	Capacity Costs	Passed Through	Line Loss Costs	Passed Through	NY Public Policy Transmission Costs	Passed Through	NY Tier 1 REC Program Costs	Passed Through	NY Tier 2 REC Program Costs	Passed Through	NY TOTS Project Costs	Passed Through	NY ZEC Program Costs	Passed Through
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NY Tier 2 REC Program Costs	Passed Through																		
NY TOTS Project Costs	Passed Through																		
NY ZEC Program Costs	Passed Through																		

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The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

Price(s) for Flexible Index Solutions:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/01/22	12/12/23	\$0.00370

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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VILLAGE OF PAWLING ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
NY Public Policy Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Passed Through
NY Tier 2 REC Program Costs	Passed Through
NY TOTS Project Costs	Passed Through
NY ZEC Program Costs	Passed Through

The contract prices contained in the Account Schedule include any credit costs and margin. Seller will pass through a reasonably-calculated charge for forecast discrepancies, which will be invoiced with Ancillary Services and Other ISO Costs.

New York (NY) Public Policy Transmission Project Costs: Your contract price **does not include** NY Public Policy Transmission Project Costs. Such NY Public Policy Transmission Project Costs are considered Pass-Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

"NY Public Policy Transmission Project Costs" means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO's Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this Agreement).

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NY Tier 2 REC Program Costs: Your contract price **does not include** NY Tier 2 REC Program Costs. Such NY Tier 2 REC Program Costs are considered Pass-Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

"NY Tier 2 REC Program Costs" means any costs related to the purchase of Tier 2 eligible renewable energy certificates ("Tier 2 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

In addition to the Cost Components in the table above, You will be charged, as a Pass Through, the costs associated with each of the following items/charges listed below:

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Your contract price **does not include** NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Your Account(s) is considered Passed Through charges under this Agreement and shall be passed through to You.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If You have elected or any time during the term of this Agreement elects to participate in and receive power for Your Account(s) under this Agreement (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "NYPA Economic Development Power Programs") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then You understands and agrees that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with the Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to You as a Change in Law pursuant to the terms of the Master Agreement.

New York ("NY") Tier 4 REC Program Costs: Your contract price **does not include** NY Tier 4 REC Program Costs. Such NY Tier 4 REC Program Costs are considered Pass-Through charges under this Agreement and shall be passed through to You.

"NY Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("Tier 4 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

For clarification purposes only:

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

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Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.007000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-572-1131

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Pawling

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Date: _____

Address: 9 Memorial Ave
Pawling, NY 12564-1125

Fax: 888-829-8738

Fax:

Phone: 844-636-3749

Phone:

Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)," the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY Tier 1 REC Program Costs" means any cost related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("TOTS")) as approved by the Federal Energy Regulatory Commission ("FERC") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time. If NY TOTS Project Costs are "Passed Through," under this Agreement then your contract price **does not include** NY TOTS Project Costs, and such TOTS Project Costs shall be passed through to you. You shall be responsible for paying your pro rata share of the NY TOTS Project Costs.

"NYC UXT" means New York City Utility Excise Tax.

"NY ZEC Program Costs" means any costs related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority,

directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

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5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the

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information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: Village of Pawling

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on September 26, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 12

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NYSEG	N0100000054643	Corbin Road, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N0100000086942	Libby Lane Pump, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N0100000108894	0 ST LIGHTING STLGT, PAWLING, NY 12564	10/01/22	11/30/23	Village \$0.00370
NYSEG	N01000001235126	NEAR 179 RESERVOIR RD, PAWLING, NY 12564	10/06/22	12/05/23	Village \$0.00370
NYSEG	N01000001796259	NEAR 16 HENRY ST, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000002439669	Railroad Ave Chamber of Commerce, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000003577434	NEAR 46 COULTER AVE, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000003581725	9 MEMORIAL AVE S MUNI BLD, PAWLING, NY 125641125	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000005017975	NEAR 179 RESERVOIR RD &, PAWLING, NY 12564	10/06/22	12/05/23	Village \$0.00370
NYSEG	N01000005216486	E MAIN ST SIGNS &, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000008245755	NEAR 18 BAXTER RD WTR PUMP, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000059529701	100 CHARLES COLMAN BLVD ST LIGHTS, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to MizzenTop Management LLC ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

FOR INTERNAL USE ONLY

Treasurer's Report November 1, 2022 – November 30, 2022

October 30, 2022		
Checking	\$120.88	
Money Market	\$6,278.06	
	Total	\$6,398.94
Receipts		
Interest earned		
	Total Receipts	\$
Disbursements:		
	Total Disbursements	\$
Cash Balance – November 30, 2022		
Location of Funds –		
Checking		\$120.88
Money Market		\$6,278.06
	Total	\$6,398.94

Metro North Operating Exp Cash Balance 10/31/2022	\$13,075.20
Plus Interest Earned	\$3.65
Metro North Operating Expense Cash Balance 11/30/2022	\$13,078.85
Metro North Cap. Rsv Cash Balance 10/31/2022	\$26,679.62
Metro North Cap. Rsv Cash Bal 11/30/2022	\$27,679.62
Metro North Merchant Account 10/31/2022	\$13,876.61
Nov. 2022 – Deposits	\$237.10
Nov. 2022 - Merchant Svcs Charge	-\$49.33
Metro North Account Balance 11/30/2022	\$14,064.38