

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
LONG ISLAND HOUSING SERVICES, INC., :
LISA WILLIAMS, MAURICE WILLIAMS, :
DIANE SAUNDERS, CRATINA CLARK, :
LAQUAN CLARK, ANDREA MILANO, :
SARINA RIEHL, AND CHARLES GROSS, :

Plaintiffs, :

v. :

VILLAGE OF MASTIC BEACH and TIMOTHY :
BROJER, in his individual and official capacities, :

Defendants. :
----- X

No. 15-CV-0629 (DRH)(AKT)

STIPULATION AND ORDER OF DISMISSAL

Whereas, Plaintiffs and Defendants, through their undersigned counsel, stipulate and agree as follows:

1. Pursuant to the terms of the Settlement Agreement signed by the parties on or before July 8, 2017 and attached hereto, and subject to the terms of this Stipulation and Order, this action is hereby dismissed with prejudice.


2. The Court shall retain jurisdiction over this action for the sole purpose of enforcing compliance with the terms of the Settlement Agreement. Any party seeking the assistance of the Court to enforce compliance with the terms of the Settlement Agreement, or seeking such other assistance as may be necessary and appropriate to implement the intent of the Settlement Agreement, shall submit a letter to the Court, not to exceed three pages (exclusive of attachments), setting forth the relief sought. Such letter shall certify, in accordance with paragraph 12 of the Settlement Agreement, that the parties have tried to resolve their dispute informally before seeking the assistance of the Court.

3. The jurisdiction of this Court for the limited purpose set forth herein shall terminate three years from entry of this Stipulation and Order or upon final dissolution of the Village of Mastic Beach (the “Village”), whichever is sooner. Upon final dissolution of the Village (provided such dissolution occurs within three years of entry of this Stipulation and Order), the Village shall promptly notify the Court by letter.

[Signature Page to Follow]

Dated: July 17, 2017

COOLEY LLP

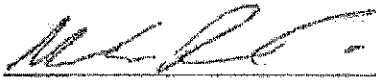
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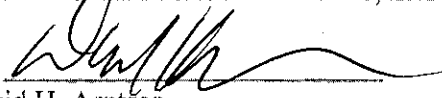
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Attorneys for Defendant Village of Mastic Beach

DEVITT SPELLMAN BARRETT, LLP

By: 
David H. Arntsen
Joshua S. Shteierman
50 Route 111
Smithtown, NY 11787
(631) 724-8833
Attorneys for Defendant Timothy Brojer

It is so ORDERED this _____ day of _____, 2017

Honorable Denis R. Hurley
United States District Judge

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	X
LONG ISLAND HOUSING SERVICES, INC.,	:
LISA WILLIAMS, MAURICE WILLIAMS,	:
DIANE SAUNDERS, CRATINA CLARK,	:
LAQUAN CLARK, ANDREA MILANO,	:
SARINA RIEHL, AND CHARLES GROSS,	:
	:
Plaintiffs,	:
	:
v.	:
	:
VILLAGE OF MASTIC BEACH and TIMOTHY	:
BROJER, in his individual and official capacities,	:
	:
Defendants.	:
-----	X

No. 15-CV-0629 (DRH)(AKT)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into by and between Plaintiffs Long Island Housing Services (“LIHS”), Lisa Williams, Maurice Williams, Diane Saunders, Cratina Clark, LaQuan Clark, Andrea Milano, Sarina Riehl, and Charles Gross (together, “Plaintiffs”) in the above-captioned matter (“Action”), on the one hand, and Defendant Village of Mastic Beach (“Village”) and Defendant Timothy Brojer (“Brojer” and together with the Village, “Defendants”) on the other hand (together, the “Parties”), by and through their representative counsel.

WHEREAS the Parties are jointly interested in the lawful enforcement of various housing codes within the Village that protects residents’ rights under the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the United States Constitution, the Fair Housing Act, and state and local civil rights laws; and

WHEREAS Plaintiffs commenced the Action against Defendants in the United States District Court for the Eastern District of New York (the “Court”) on February 9, 2015, alleging various violations of the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the United States Constitution, the Fair Housing Act, and Suffolk County Human Rights Law; and

WHEREAS Defendants have denied any wrongdoing or liability in this Action as set forth in the Complaint and, by entering into this Settlement Agreement, do not admit any such wrongdoing or liability or that plaintiffs suffered any damages as a result of defendants’ alleged conduct; and

WHEREAS on November 16, 2016, the voters of the Village voted to dissolve the Village, but the Village is not yet formally dissolved; and

WHEREAS the Parties desire to avoid incurring any further time, costs and expenses, wish to avoid the uncertainty and expense of litigation, and wish to resolve amicably all issues embraced in this Action without resort to further litigation; and

WHEREAS, in consideration of the covenants and undertakings set forth herein and, intending to be legally bound thereby, the Parties agree to the terms of this Settlement Agreement;

Now, therefore, **IT IS HEREBY AGREED** as follows:

1. The obligations under this Settlement Agreement shall commence on the date this Settlement Agreement has been executed by all Parties (the “Effective Date”) and shall continue for a term of three years from the Effective Date or until final dissolution of the Village, whichever is sooner.

2. Upon execution of this Settlement Agreement, the Parties shall also execute the Stipulation and Order of Dismissal, attached as Exhibit A hereto, which provides for the dismissal of all claims in this Action with prejudice, but allows the Court to retain jurisdiction of his Action for the limited purpose of interpretation and enforcement of the terms of the Settlement Agreement.

3. The Village shall pay Plaintiffs, on behalf of all defendants, the total amount of \$387,500 in full and final settlement and satisfaction of all Plaintiffs' claims, including attorneys' fees and costs (the "Settlement Amount"). Promptly following the Effective Date, the Village shall cause the Settlement Amount to be paid into escrow to Cooley LLP. The Village shall use its reasonable efforts to cause the Settlement Amount to be paid as soon as possible following the Effective Date, and shall ensure that the Settlement Amount is transmitted to Cooley LLP within 30 days of the Effective Date.

4. Within three business days of the date Cooley LLP receives the Settlement Amount, counsel for Plaintiffs shall file the Stipulation and Order of Dismissal with the Court.

5. The Village shall comply fully with the Due Process and Equal Protection Clauses of the Fourteenth Amendment, the Fair Housing Act, the housing-related provisions of the New York State Human Rights Law, the housing-related provisions of the Suffolk County Human Rights Law, the New York State Uniform Fire Prevention and Building Code ("Uniform Code") and its 2016 amendments, and all applicable local, state, and federal laws prohibiting housing discrimination.

6. In order to ensure full compliance with the Due Process Clause of the Fourteenth Amendment and the recent amendments to the State's Uniform Code, effective October 3, 2016 (*see* N.Y. Dep't of State, Div. Code Enf. & Admin, "NYS Uniform Code and Energy Code

Update,” at <http://www.dos.ny.gov/dcea/CodeUpdate.html>), the Village shall take all necessary steps to ensure its familiarity and compliance with the provisions of the State’s Uniform Code, including its Property Maintenance Code, and, in particular those provisions annexed as Exhibit B hereto. The Village shall distribute copies of Exhibit B to all members of the Village Board and to all Village employees in the Department of Building and Housing and the Department of Public Safety.

7. In exchange for Defendants’ agreement to the terms set forth above, and upon payment of the Settlement Amount as set forth in paragraph 3, Plaintiffs (“Releasers”) hereby release and forever discharge with prejudice Defendants (“Releasees”), their employees, officials, insurers, heirs, executors, administrators, successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, at law or equity which against the releasees, the releasor, the releasers’ heirs, executors, administrators, successors, and assigns ever had, now have, or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this release. Plaintiffs and their counsel further agree to hold harmless, defend, and indemnify defendants from all liens, including medical, which are known or unknown at this time, any expenses, costs, fees, or other obligations, concerning, associated with, or relating to the care and treatment, medical or otherwise, of each plaintiff, and any related damages, now known or unknown, existing currently, or which may arise in the future as a result of the claims arising from this matter, including all claims for reasonable attorneys’ fees and costs. The parties have considered Medicare’s potential interests in this settlement. Plaintiffs confirm that

either, they have not received Medicare benefits with respect to any medical care received allegedly related to treatment arising from any injuries claimed in this action, or to the extent any Medicare benefits have been or will be paid, plaintiffs agree to reimburse Medicare for such payments to which it is entitled, and plaintiffs and their counsel agree to defend, indemnify, and hold harmless the Village of Mastic Beach, Timothy Brojer, their officials, employees, agents, insurers, and attorneys from any and all liens and/or claims, including subrogation rights by third parties, asserted by Medicare from them with respect to treatment arising from any injuries claimed in this action. Plaintiffs acknowledge that in the event any one of them becomes a Medicare beneficiary within 30 months of settlement that Medicare may require him or her to expend up to the amount received in settlement to pay for injury related to medical care before Medicare will provide coverage for any such expense associated with the injury. Plaintiffs waive any private right of action against the Village of Mastic Beach, Timothy Brojer, their officials, employees, agents, insurers, and attorneys relating to any payments for which Medicare seeks reimbursement.

8. This Settlement Agreement shall be deemed to have been jointly drafted, and no provision herein will be interpreted or construed for or against any Party because such Party drafted or requested such provision or this Settlement Agreement as a whole.

9. The Parties to this Settlement Agreement represent and warrant that they have read and understand its terms, have the power and authority to enter into it, have had and taken the opportunity to confer with legal counsel concerning its terms and all matters covered by and relating to it, are entering into it voluntarily, without duress, coercion, or undue influence, and agree to be bound by its terms and conditions.

10. This Settlement Agreement shall be administered, construed, and enforced according to federal law when applicable, and otherwise according to the laws of the State of New York. Any request or action to enforce or challenge the provisions of this Settlement Agreement shall be filed exclusively in this Court.

11. This Settlement Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement. Signed signature pages of this Settlement Agreement may be delivered by electronic or facsimile transmission, which will constitute complete delivery without any necessity for delivery of original, signed signature pages in order for this Settlement Agreement to constitute a binding agreement.

12. Each Party shall be able to petition the Court at any time during the term of this Settlement Agreement, upon notice to other Parties, for clarification, modification, amendment, or enforcement of any of the terms of the Settlement Agreement, or for such other assistance as may be necessary and appropriate to implement the intent of this Settlement Agreement. In the spirit of common purpose and cooperation which occasioned this Settlement Agreement, the Parties agree to try to resolve any questions or disputes informally before applying to the Court for resolution of any issue.

13. If any provision in this Settlement Agreement is declared invalid or unenforceable by the Court, it is mutually agreed that this Settlement Agreement will endure except for the part declared invalid or unenforceable by the Court, unless the elimination of the invalid provision will materially affect the intent of the Settlement Agreement. If any provision in this Settlement Agreement is declared invalid or unenforceable by the Court, the Parties will consult and use their best efforts to agree upon a valid and enforceable provision that will be a reasonable

substitute for such invalid or unenforceable provision in light of the intent of this Settlement Agreement.

14. The Parties agree that the Court should retain jurisdiction over this Action during the term of this Settlement Agreement, as set forth in paragraph 1, for the purpose of enforcing any of its provisions and terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

Michelle Santantonio, Executive Director _____

By: *Michelle Santantonio* Date: _____

Date: *7/6/2017* _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano

Lisa Williams

Date: 6/29/17

Date: _____

Maurice Williams

Sarina Riehl

Maurice Williams

Date: 6/29/17

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Diane Saunders

Date: 6/30/17

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark



Date: 7/3/17

Village of Mastic Beach

Timothy Brojer

By: _____

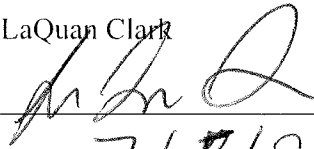
Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark



By: _____

Date: 7/3/2017

Date: _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano



Date: _____

Date: 6/30/17

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

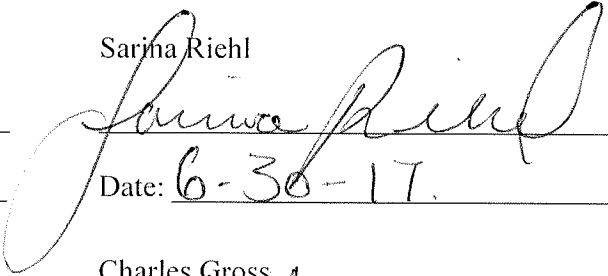
Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

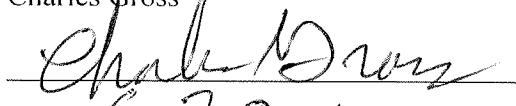


Date: _____

Date: 6-30-17

Diane Saunders

Charles Gross



Date: _____

Date: 6-30-17

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

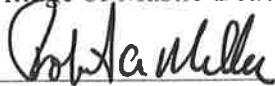
Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer



By: ROBERT A. MILLER, MAYOR

Date: _____

Date: JULY 8, 2017

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Long Island Housing Services, Inc.

LaQuan Clark

By: _____

Date: _____

Date: _____

Lisa Williams

Andrea Milano

Date: _____

Date: _____

Maurice Williams

Sarina Riehl

Date: _____

Date: _____

Diane Saunders

Charles Gross

Date: _____

Date: _____

Cratina Clark

Date: _____

Village of Mastic Beach

Timothy Brojer

 _____

By: _____

Date: 7-6-17

Date: _____

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	X	
LONG ISLAND HOUSING SERVICES, INC.,	:	
LISA WILLIAMS, MAURICE WILLIAMS,	:	
DIANE SAUNDERS, CRATINA CLARK,	:	
LAQUAN CLARK, ANDREA MILANO,	:	
SARINA RIEHL, AND CHARLES GROSS,	:	
	:	No. 15-CV-0629 (DRH)(AKT)
Plaintiffs,	:	
	:	
v.	:	
	:	
VILLAGE OF MASTIC BEACH and TIMOTHY	:	
BROJER, in his individual and official capacities,	:	
	:	
Defendants.	:	
-----	X	

STIPULATION AND ORDER OF DISMISSAL

Whereas, Plaintiffs and Defendants, through their undersigned counsel, stipulate and agree as follows:

1. Pursuant to the terms of the Settlement Agreement signed by the parties on _____, 2017 and attached hereto, and subject to the terms of this Stipulation and Order, this action is hereby dismissed with prejudice.
2. The Court shall retain jurisdiction over this action for the sole purpose of enforcing compliance with the terms of the Settlement Agreement. Any party seeking the assistance of the Court to enforce compliance with the terms of the Settlement Agreement, or seeking such other assistance as may be necessary and appropriate to implement the intent of the Settlement Agreement, shall submit a letter to the Court, not to exceed three pages (exclusive of attachments), setting forth the relief sought. Such letter shall certify, in accordance with paragraph 12 of the Settlement Agreement, that the parties have tried to resolve their dispute informally before seeking the assistance of the Court.

3. The jurisdiction of this Court for the limited purpose set forth herein shall terminate three years from entry of this Stipulation and Order or upon final dissolution of the Village of Mastic Beach (the “Village”), whichever is sooner. Upon final dissolution of the Village (provided such dissolution occurs within three years of entry of this Stipulation and Order), the Village shall promptly notify the Court by letter.

[Signature Page to Follow]

Dated: _____, 2017

COOLEY LLP

By: _____
Joseph M. Drayton
Jennifer Lerner
Kara C. Wilson
1114 Avenue of the Americas
New York, NY 10036
Tel: (212) 479-6000
Fax: (212) 479-6275

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Attorneys for Defendant Village of Mastic Beach

DEVITT SPELLMAN BARRETT, LLP

By: _____
David H. Arntsen
Joshua S. Shteierman
50 Route 111
Smithtown, NY 11787
(631) 724-8833
Attorneys for Defendant Timothy Brojer

It is so ORDERED this _____ day of _____, 2017

Honorable Denis R. Hurley
United States District Judge

EXHIBIT B

**COMPLIANCE WITH CONSTITUTIONAL DUE PROCESS PROTECTIONS AND THE
NEW YORK STATE UNIFORM CODE**

**To: Village of Mastic Beach Board, Department of Building and Housing, and
Department of Public Safety**

The New York State Uniform Fire Prevention and Building Code (the “Uniform Code”) was recently amended, effective October 3, 2016. The amended Uniform Code incorporates, *inter alia*, the 2016 Uniform Code Supplement and the 2015 International Property Maintenance Code. See <https://www.dos.ny.gov/dcea/CodeUpdate.html>.

- A complete copy of the 2016 Uniform Code Supplement is available at:
https://www.dos.ny.gov/dcea/pdf/2016%20DOS_UniformCodeSupplement_03212016.pdf.
- Complete copies of the 2015 International Property Maintenance Code and the other ICC 2015 codes adopted by New York State are available at:
<http://codes.iccsafe.org/New%20York%20State.html#2015>.

In connection with enforcement of the amended Uniform Code and its required due process protections, please review, in particular, those provisions of the 2016 Uniform Code Supplement and the 2015 International Property Maintenance Code attached hereto.

2016 UNIFORM CODE SUPPLEMENT

101.2.7 The Property Maintenance Code. The provisions of the 2015 IPMC shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.2.7.4 Unsafe structures and equipment. If during the inspection of a premises, building or structure, or any building system or equipment, in whole or in part, constitutes a clear and imminent threat to human life, safety or health, the authority having jurisdiction charged with the administration and enforcement of the Uniform Code shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health.

101.2.7.4.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

101.2.7.4.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

101.2.7.4.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by the 2015 IPMC, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

101.2.7.4.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under the 2015 IPMC, or was erected, altered or occupied contrary to law.

101.2.7.5 Vacant structures. Vacant structures shall comply with the 2015 IPMC and the 2015 IFC.

101.2.7.6 Notice. Whenever a structure or equipment has been condemned under the provisions of the 2015 IPMC, a notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall also be placed on the condemned equipment.

101.2.7.7 Prohibited occupancy. No person shall occupy placarded premises or shall operate placarded equipment.

101.2.7.8 Placard removal. The placard shall be removed whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.

101.2.7.9 Imminent danger. The authority having jurisdiction is authorized to order and require the occupants to vacate premises when there exists:

1. Imminent danger of failure or collapse of a building or structure which endangers life;
2. A structure in which any part of the structure has fallen and life is endangered by the occupation of the structure; or
3. An actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials; or
4. Operation of defective or dangerous equipment.

The Authority Having Jurisdiction shall require the posting at each entrance to such structure a notice reading as follows: "This Structure is Unsafe and its Occupancy Has Been Prohibited by the Code Enforcement Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

102.2 Other laws and regulations. The Uniform Code is promulgated pursuant to Article 18 of the New York State Executive Law. The provisions of the Uniform Code shall not be deemed to nullify any federal, state or local law, ordinance, administrative code, rule or regulation relating to any matter as to which the Uniform Code does not provide. However:

1. Pursuant to Section 383(1) of the Executive Law, and except as otherwise provided in subparagraphs a, b and c of Section 383 of the Executive Law, the provisions of the Uniform Code supersede any other provision of a general, special or local law, ordinance, administrative code, rule or regulation inconsistent or in conflict with the Uniform Code;

2. Pursuant to Section 379(3) of the Executive Law, no city, town, village, county or other municipality shall have the power to supersede, void, repeal, or make less restrictive any provision of the Uniform Code; and
3. The ability of any city, town, or village, or the County of Nassau, to enact or adopt, and to enforce, a local law or ordinance imposing higher or more restrictive standards for construction within the jurisdiction of such city, town, village, or county than are applicable generally to such city, town, village, or county in the Uniform Code is subject to the provisions and requirements of Section 379 of the Executive Law.

Nothing in this Section 102.2 shall be construed: (1) as affecting the authority of the State Labor Department to enforce a safety or health standard issued under provisions of Sections 27 and 27-a of the Labor Law; (2) to relieve a person from complying with a stricter standard issued pursuant to the Occupational Safety and Health Act of 1970, as amended; or, (3) as superseding, limiting, impairing or otherwise affecting any provision in Parts 1219 to 1227 of Title 19 of the New York Codes, Rules and Regulations, as now in effect and as hereafter amended from time to time.

107.1 Administration and enforcement. In this Chapter 1, the governmental unit or agency responsible for administration and enforcement of the Uniform Code with respect to a building or structure is referred to as the “authority having jurisdiction.”

The identity of the authority having jurisdiction in a given situation is determined in accordance with Article 18 of the Executive Law and the regulations promulgated pursuant to Executive Law § 381(1). In general, the authority having jurisdiction is the local government (as that term is defined in Executive Law § 372(11)) in which the building or structure is located. In certain situations, the authority having jurisdiction may be the county in which the building or structure is located. In certain other cases, a State agency may be the authority having jurisdiction.

Administration and enforcement of the Uniform Code shall be in accordance with the following, as applicable:

1. Each city, town, village or county that is responsible for administration and enforcement of the Uniform Code shall provide for such administration and enforcement by local law, ordinance or other appropriate regulation, and shall administer and enforce the Uniform Code in accordance with the code enforcement program established by such local law, ordinance or other appropriate regulation, or combination thereof. Such code enforcement program must include the features described in 19 NYCRR 1203.3 and must satisfy all other requirements of 19 NYCRR Part 1203 (“Uniform Code: Minimum Standards for Administration and Enforcement”).

2. Each State agency accountable under 19 NYCRR section 1201.2(d) for administration and enforcement of the Uniform Code shall provide for such administration and enforcement in accordance with 19 NYCRR Part 1204.
3. Each governmental agency accountable under 19 NYCRR section 1201.2 for administration and enforcement of the Uniform Code and not otherwise included in the two preceding paragraphs shall provide for such administration and enforcement in regulation, and shall administer and enforce the Uniform Code in accordance with such regulation. Such regulation must include the features described in 19 NYCRR 1203.3.

Every governmental unit or agency thereof charged with administration and enforcement of the Uniform Code shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of fire and inadequate building construction.

107.1. Due process. Nothing in this Chapter 1, or elsewhere in the Uniform Code, or in any regulation promulgated pursuant to Executive Law § 381(1), shall be construed as authorizing any governmental unit or agency responsible for administration and enforcement of the Uniform Code to do so in a manner that deprives any person or entity of due process of law. In particular, but not by way of limitation, nothing in this Chapter 1 relating to posting, placarding and/or condemnation of buildings or structures that are unsafe, unfit for human occupancy or unlawful shall be construed as authorizing any governmental unit or agency responsible for administration and enforcement of the Uniform Code to post, placard or condemn any such building or structure and/or to remove any owner or occupant or cause any owner or occupant to be removed from any such building or structure without providing such notice and opportunity to be heard (and, if applicable, right of appeal) as may be required under the applicable circumstances by applicable Constitutional provisions. (*emphasis added*)

107.1.2 Imminent danger. In cases of imminent danger, posting, placarding, and condemning a building or structure and removing owners and occupants or causing owners and occupants to be removed without first providing an opportunity to be heard shall be permitted to the extent consistent with applicable Constitutional provisions, provided that the affected persons and entities are afforded the opportunity for a post- action hearing to the extent required by applicable Constitutional provisions. (*emphasis added*)

107.2 Modification. No town, village, city or county, nor any state agency charged with the administration and enforcement of Uniform Code may waive, modify or otherwise alter any provision of this code unless approved by the State Fire Prevention and Building Code Council in accordance with Section 379 of Article 18 of the Executive Law.

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104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has **reasonable cause** to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owners authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry. (*emphasis added*)

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid, containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or

removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate, placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action,

108.7 Record. The code shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.4 Open hearing. Hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.8 Stays of enforcement. Appeals of notice and orders (other than imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.
