

**VILLAGE OF MONROE**  
**INTRODUCTORY LOCAL LAW NO. \_\_\_ OF 2020**  
**PROPERTY MAINTENANCE**

**BE IT ENACTED** by the Village Board of Trustees of the Village of Monroe, County of Orange, State of New York, as follows:

**Section 1.** Legislative Findings, Purpose and Intent.

The Village Board of the Village of Monroe hereby determines it is necessary for the health, safety, appearance and general welfare of the residents of the Village of Monroe to provide a method whereby vacant lots, improved properties and public lands within the Village of Monroe are kept clean, properly maintained and free from vermin, nuisances, hazards, debris and litter.

**Section 2.** Authority.

This local law is enacted by the Village Board of Trustees of the Village of Monroe pursuant to its authority to adopt local laws pursuant to the New York State Constitution and Section 10 of the Municipal Home Rule Law.

**Section 3.** A new Chapter 155.1, titled, "Property Maintenance," is hereby added to the Village of Monroe Code as follows:

**Article I**  
**General Provisions**

**§ 155.1-1 Legislative intent, purpose.** The Board of Trustees of the Village of Monroe determines and declares that a clean, wholesome, attractive environment is important to the health and safety of the inhabitants of the Village and the safeguarding of their material rights against unwarranted invasion and, in addition, such environment is deemed necessary to the maintenance and continued development of the economy of the Village and general welfare of its citizens. The Board determines that it is contrary to this intent for any parcel of property to be maintained in a cluttered or unclean condition as to create the potential for a public nuisance, a public health hazard or which renders it aesthetically offensive to the common sensibilities of an average resident applying community standards.

It is further declared that the unrestrained accumulation of rubbish, brush, grass, weeds, debris, inoperative or abandoned vehicles and machinery and equipment or parts thereof, and the failure to remove rubbish, brush, grass, weeds, debris, inoperative or abandoned vehicles and machinery and equipment or parts thereof from property, is a hazard to such health, safety and welfare of the citizens of the Village necessitating the regulation, restraint and elimination thereof.

**§ 155.1-2 Applicability.** This Chapter shall apply to all property within the Village of Monroe.

**§ 155.1-3 Enforcement.** Except where otherwise noted, this Chapter shall be enforced by the Code Enforcement Officer or the Building Inspector or subordinate with Code enforcement authority of the Village of Monroe.

**§ 155.1-4 Definitions.** As used in this article, the following terms shall have the meanings indicated:

**ACCESSORY AREA** – Buffer zones, setbacks, side and rear yards or other areas, surfaced or natural, or open space used in connection with subject property.

**ASHES** – The residue from the burning of wood, coals, coke or any other combustible materials.

**DUMPSTER, CONTAINER, COMPACTOR or ENCLOSURE** – An enclosed area or otherwise covered container for the temporary collection, compacting and storage of a nuisance, hazard, debris and litter as defined herein.

**ENFORCEMENT OFFICER** – The Code Enforcement Officer of the Village of Monroe unless otherwise specified within this Chapter.

**GARBAGE** – Putrescible animal and vegetable wastes resulting from the preparation, handling, cooking and consumption of food.

**GARBAGE CONTAINER** – A covered container which is rodent, vermin, insect and water proof.

**JUNKED VEHICLE** – Any motor vehicle which is without a currently valid license plate or plates and is in either a rusted, wrecked, discarded, dismantled, partly dismantled, inoperative or abandoned condition.

**LIGHTING PERIOD** – Sunset of any day to the sunrise of the following day.

**OCCUPANT** – Any person residing, living or sleeping in or on the premises or having actual possession, use or occupancy of a dwelling premises or any person or entity in possession of or using any premises or part thereof, whether or not the owner thereof and regardless of the duration of time of such possession, use or occupancy.

**OWNER** – Any person, persons or entity who shall have legal or equitable title in any form whatsoever to any premises or part thereof, with or without accompanying actual possession thereof, or who shall have charge, care or control of any lot, premises, building, structure or part thereof as agent of the owner or as a fiduciary, trustee, receiver, guardian, lessee or mortgagee in possession, regardless of how such possession was obtained. Any person, group of persons or entity who is a lessee, sublessee or assignee of a lessee of any part or all of any building structure or land shall be deemed to be a co-owner with the lessor for the purposes of this chapter and shall have responsibility over the portion of the premises so sublet, leased or assigned.

**PERSON** - Any owner or occupant as defined herein, individual, tenant, trustee, receiver, executor, corporation or other person who controls, in whole or in part, any subject property, partnership, association, firm, corporation or any and all combinations of individuals acting in concert.

**MACHINERY and EQUIPMENT** – Any combination of mechanical, electrical, electromechanical or other means or elements to a given end or for a particular purpose, including vehicles, farm implements, industrial equipment and any or all parts for “machinery” or “equipment.”

**NUISANCE, HAZARD, DEBRIS and LITTER** – Any waste material, including but not limited to garbage or other putrescible substance, refuse, rubbish, inoperable vehicles and parts, discarded furniture, appliances, water heaters, bottles, cans, building or construction materials or supplies when stored outside on a site where no active construction is taking place or discarded or strewn papers or material or other junk substances, tree stumps, tree trunks, branches or limbs that have fallen or been cut down, or any other matter attractive to vermin,

likely to breed disease, present a fire hazard, create offensive odors or to otherwise be prejudicial to good health or being so unsightly of appearances as to be offensive to surrounding properties.

**PARKING AREA** – Space provided by the holder for the parking of vehicles, together with the means of ingress and egress thereto and the roads and driveways of any subject property.

**REFUSE** – All solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned or junked automobiles and solid market and industrial wastes.

**RUBBISH** – Nonputrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, leaves, tree trimmings, wood, glass, bedding, crockery and similar materials.

**PROPERTY** – The term “property” shall include land, buildings and structures firmly affixed thereto on a permanent basis or located thereon on a temporary basis, integrated equipment (such as light fixtures or a well pump), ponds, canals, roads and machinery, among other things.

**TRASH CONTAINER** – A container with appropriate cover to receive hand-carried discarded paper and trash.

**TOTAL COST** – The actual cost incurred by the Village for the repair, maintenance or removal, plus an administrative fee established by Resolution of the Village Board of Trustees and modified from time-to-time in the same manner.

**VEHICLES** – For the purpose of this article, “vehicle” shall be defined as every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks, including, without limitation, an automobile, truck, camper, van, boat, boat trailer, commercial trailer, motorcycle, go-cart or any other motorized or nonmotorized object which has as its main purpose the storage of property or movement of people or animals.

**VEHICLE, ABANDONED OR INOPERABLE** – For the purpose of this article, “abandoned vehicle” shall be defined as a car, truck, camper, van, boat, boat trailer, commercial trailer, motorcycle, go-cart, omnibus or any other motorized or nonmotorized object which has as its main purpose the storage of property or movement of people or animals that is inoperable. Notwithstanding 155.1-6F, it shall be presumptive evidence that a vehicle has been abandoned or is inoperable if said vehicle is:

(1) is inoperable and has been left unattended on public or private property for more than forty-eight (48) hours; or

(2) is unlicensed and has been left unattended on public or private property for more than forty-eight (48) hours; or

(3) has remained illegally on public property for more than forty-eight (48) hours; or

(4) has been left unattended on the right-of-way of a designated county, state, or federal highway for more than forty-eight (48) hours; or

(5) is parked without the current year's registration or identification markers as required

by law; or

(6) is found to be mechanically inoperative and is allowed to remain inoperative on public land for a period of 10 days or on private land for 30 days. Said period of time may be extended, for good cause, by the Building Inspector or Code Enforcement Officer; or

(7) is no longer in actual use as a vehicle or which is wholly unfit, without rebuilding or reconditioning, for use in highway transportation, or which has been discarded for use as a vehicle or otherwise abandoned.

## **Article II Property Maintenance Regulations**

### **§ 155.1-5 Duties of owners and occupants, applicability.**

A. In furtherance of the purposes of this chapter, it shall be the duty and responsibility of the owner or occupant of premises to comply with any or all of the requirements and standards of this chapter to keep the premises free of conditions which constitute violations hereof and to promptly remove, prevent or abate such conditions.

B. Owners and occupants shall have all the duties, obligations and responsibilities prescribed in this chapter, and no such person or entity shall be relieved of any duty, obligation or responsibility hereunder nor be entitled to assert, as a defense against any charge made against him or them for violation of this chapter, the fact that another owner, operator or occupant or any other third person or entity is also responsible therefor and in violation thereof.

C. The provisions of this Chapter shall supplement state and local laws, codes or regulations. Where a provision of this Chapter is found to be in conflict with a provision of a state or local law, code or regulation, the more restrictive provision shall apply when legally permissible.

### **§ 155.1-6 General requirements.**

A. Surface or subsurface water shall be appropriately drained to protect buildings and structures and to prevent the development of stagnant ponds. Gutters, culverts, catch basins, drain inlets, stormwater sewers or other satisfactory drainage systems shall be utilized where necessary. No roof, surface or sanitary drainage shall create a structural, safety or health hazard by reason of construction, maintenance or manner of discharge.

B. Fences and other minor construction shall be maintained in a safe and substantial condition.

C. Steps, walks, driveways, parking spaces and similar paved areas shall be maintained so as to afford safe passage under normal use and weather conditions. Any holes or other hazards that may exist shall be filled and necessary repairs or replacement carried out in compliance with applicable code requirements.

D. Yards and vacant lots shall be kept clean and free of physical hazards and rodent harborage and infestation. They shall be maintained in a manner that will prevent dust or other particles from being blown about the neighborhood. Open wells, cesspools or cisterns shall be securely closed or barricaded from access by the public. All temporary excavations shall be kept covered or barricaded so as to protect the general public from injury.

E. All land must be kept free of dead or dying trees and accumulations of brush, shrubs, weeds, grass, stumps, roots, excessive and/or noxious growths, garbage, refuse or debris which would either tend to start a fire or increase the intensity of a fire already started or cause poisoning or irritation to people or animals or cause or tend to cause or enhance an unhealthy or dangerous or obnoxious condition on said property or on any adjacent or neighboring property.

F. No more than one (1) unregistered vehicle may be stored on any front, rear or side yard of the property. No vehicle shall be stored on any portion of the required front-yard setback. This subsection shall be enforced by the Code Enforcement Officer or the Building Inspector.

G. The owner, tenant or occupant of any property located within the Village of Monroe shall not park, permit or allow the exterior parking or storage of any vehicle within the front, side or rear yard of such property, unless such vehicle is parked upon a driveway or paved or dust-free surface provided for such purpose. No vehicle shall be stored on any portion of a required front-yard setback. The failure of any owner, occupant or tenant to comply with the provision of this subsection shall be deemed an offense. This subsection shall be enforced by the Code Enforcement Officer or the Building Inspector.

H. The owner, tenant or occupant of any property located within the Village of Monroe shall not park, permit or allow the exterior parking or storage of more than one (1) unregistered car or permit the parking of any registered or unregistered vehicle in any manner which would violate the Zoning Code of the Village of Monroe. The failure of any owner, occupant or tenant to comply with these requirements or of the requirements of the Zoning Code of the Village of Monroe shall be deemed an offense under this section.

#### **§ 155.1-7 Landscaping maintenance.**

All owners, occupants or tenants of any privately owned property within the Village of Monroe shall maintain grass or other ground cover, trees and shrubbery in a safe condition, free of noxious weeds and otherwise free of nuisance, hazard, debris, litter and unsightly materials. For the purposes of this provision, all grass shall be kept trimmed to a height of no greater than **6** inches. The dead or diseased trees or any portion thereof which present any hazard to life or property shall be removed. No owner, tenant, or occupant shall blow leaves or other debris onto adjacent property or property lines. The failure to maintain property as required by this section shall be deemed an offense.

#### **§ 155.1-8 Procedure to remedy, removal by Village; charges upon the property.**

A. Notice to remedy.

(1) Upon the failure of an owner, tenant or occupant to comply with the provisions of this Chapter, the Enforcement Officer shall issue a notice to remedy said violation within ten (10) days, or as soon thereafter as determined by the Enforcement Officer.

(2) Said notice shall be posted conspicuously on the affected property and forwarded to the last known address of the property owner, as it appears on the current tax records of the Village by certified mail, return receipt

(3) The notice shall identify the violation asserted by reproduction of the specific provision or provisions of this Chapter and state in **bold type** that upon failure to remedy the violation within the time stated therein, a public hearing shall be held at a regularly scheduled Village Board meeting at which meeting the property owner may appear and be heard as to why the Village should not remedy the violation and levy the cost of said remedy to the property.

(4) The notice shall provide the date of the public hearing, which date shall not be less than less than ten (10) days subsequent to the date of the notice exclusive of the date of service.

B. Upon failure to remedy and after the aforesaid public hearing, at which hearing the Village Board shall provide an opportunity for the affected property owner to speak, the Village Board may cause any nuisance, hazard, litter, rubbish, brush, grass, weeds, debris, inoperative or abandoned vehicles and machinery and equipment or parts thereof to be removed.

C. Said posting and mailing as set forth herein shall be deemed sufficient notice and, together with the opportunity to be heard, shall satisfy due process.

D. Said removal may be performed by the Department of Public Works or other designee as determined by resolution of the Board of Trustees, including a private contractor. The Village Board shall ascertain the cost of the proceeding and the costs of removal, and such costs shall be charged and assessed, along with such administrative fees applicable to said violation, and unpaid sums shall constitute a lien and charge on the real property and shall be assessed against such property and collected in the same manner as real property taxes.

E. The removal of any nuisance, hazard or litter by the Village of Monroe or its agents shall not operate to excuse compliance with this Chapter, and such owner, tenant or occupant shall, notwithstanding such action, be subject to any other penalties provided for herein.

F. Administrative fees. The Board of Trustees finds and determines that Village residents who comply with this Chapter by keeping their property in an orderly, clean and well-kept condition should not bear the financial burden of those residents who violate the provisions of this Chapter and negatively impact the health and welfare of their neighbors and the entire Village. Such financial burden includes the actual cost of remedying the violation and the administrative cost to mobilize the Department of Public Works, other Village agencies or contractors to remedy violations. That administrative cost is not limited to the actual time required to mobilize the Department of Public Works, other Village agencies or contractors to remedy violations, but time taken away from day-to-day administrative tasks essential to governing the Village.

Therefore, the Village Board of Trustees shall establish a schedule of administrative fees, which fees shall be added to the actual costs incurred by the Village to remedy violations and shall be progressive in order to discourage repetitive or recalcitrant offenders. Said schedule shall be established by Resolution of the Village Board and modified from time-to-time in the same manner and shall include, but not be limited to, the administrative cost of mobilizing the Department of Public Works, other Village agencies or contractors to remedy violations.

G. Emergency conditions. Whenever the Enforcement Officer finds that an emergency condition in violation of this Chapter exists, which condition requires immediate attention in order to protect the public health or safety, he may, with the consent of the Mayor or a member of the Board of Trustees, issue an order by service of notice in the manner set forth above, reciting the existence of such an emergency condition and requiring that such action be taken by the violator as soon as it is reasonably necessary to meet the emergency. Notwithstanding any other provision of this chapter, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but, upon objection in writing to the Enforcement Officer, any such person shall be afforded a hearing before the Board of Trustees of the village as soon as is reasonably possible. After such a hearing and decision by the Board of Trustees as to the existence or nonexistence of the

emergency condition, the Board of Trustees may continue such order in effect or modify or withdraw it.

H. This Section shall be in addition to and not in lieu of any provision of the Uniform Fire Prevention and Building Code of the State of New York (the "Uniform Code"). Where the Uniform Code is more restrictive than this local property maintenance law, the Uniform Code provision shall prevail.

**§ 155.1-9 Penalties for offenses, Justice Court.**

A. Civil penalty. In addition to and not in lieu of any other remedy, any person failing to comply with a lawful order pursuant to this Chapter or committing an offense against any provision of this Chapter in addition to the cost of remedy imposed by the Village Board, shall be issued an appearance ticket to appear before the Village Magistrate and be subject to a civil penalty enforceable and collectible by the Village not exceeding \$250.00 upon conviction for a first offense, \$350.00 upon conviction for a second offense committed within any twelve-month period after a first offense has been committed, \$500.00 upon conviction for any further subsequent offense committed within any twelve-month period after a first offense has been committed. A copy of the appearance ticket accompanied by an affidavit of service shall be delivered to the Justice Court Clerk prior to the appearance date.

B. Criminal penalty. Any person who shall violate any of the provisions of this Chapter, in addition to the civil penalties contained herein, shall, upon conviction, be guilty of a misdemeanor subject to a fine not exceeding \$1,000.00 and up to 15 days in prison.

C. Nothing contained herein shall limit the Village's remedies under the law.

**§ 155.1-10 Inspection and report.** A written report shall be made by the Code Enforcement Officer or Building Inspector, to the Board of Trustees, of the violations issued to property in violation of this Chapter and the status of said violations. Said report shall be delivered to the Board of Trustees upon a schedule determined by Resolution of the Board and modified from time-to-time in the same manner.

**Section 4. Supersession, of Inconsistent Laws, if any.**

The Village Board of Trustees hereby declares its legislative intent to supersede any provision of any local law, rule, or regulation and any provision of the state Village Law or other special law that may be declared inconsistent or in conflict with this local law. The courts are specifically requested to take notice of this legislative intent and apply such intent in the event the Village has failed to specify any provision of law that may require supersession. The Village Board hereby declares that it would have enacted this local law and superseded such provision had it been apparent.

**Section 5. Severability.**

If any section, part or provision of this local law or the application thereof to any person, property or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the section, part, provision or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof.

**Section 6. Effective Date.**

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

