

LOCAL LAW NO. ____ OF 2023/24

**TOWN BOARD
TOWN OF POUND RIDGE**

**LOCAL LAW REGARDING
ENACTMENT OF A MORATORIUM**

A LOCAL LAW to enact a moratorium on development in the PB-A, PB-B and PB-C Zoning Districts.

BE IN ENACTED by the Town Board, for the Town of Pound Ridge as follows:

SECTION 1. TITLE

This local law shall be entitled, “A Local Law, pursuant to Municipal Home Rule Law §10, to enact a moratorium with respect to the approval of building permits, variances, special use permits, site plan and subdivision applications concerning properties located in the PB-A, PB-B and PB-C Zoning Districts by means of amending Chapter 113, Zoning, of the Code of the Town of Pound Ridge and superseding the corresponding sections of the New York State Town Law as they apply to time periods, filing deadlines and statutes of limitations for said “applications.”

SECTION 2. LEGISLATIVE INTENT AND PURPOSE

The Town Board hereby finds as follows:

1. In January 2010, pursuant to N.Y. Town Law, the Town adopted an updated Comprehensive Plan (the “Comprehensive Plan”) setting forth goals, principles, policies and standards for the immediate and long-range enhancement, growth, and development of the Town, including land use and zoning.
2. The Comprehensive Plan identified the Town’s existing business districts and specifically recognized the unique issues facing Pound Ridge regarding future commercial development in those districts. The Comprehensive Plan noted the importance of maintaining the small-town character of Scotts Corner

while permitting sufficient commercial development to meet the Town's local needs.

3. While the Town is considering issues related to further commercial development in its commercial zoning districts, New York State legalized adult Cannabis use in March of 2021.
4. The State also established an Office of Cannabis Management ("OCM") with its own rules and regulations relating to the operation of cannabis establishments.
5. The Town Board believes that a moratorium is necessary and advisable to maintain the status quo while it assesses the implications of these new State rules and allow the Town to collaborate with OCM to protect the best interests of the Town as it relates to further commercial development within the Town, including the location of businesses related to adult cannabis use within the Business District.
6. The Town Board finds that maintaining the status quo will protect the public interest and welfare. A moratorium will promote community planning values by regulating land development based on a carefully considered plan and will prevent potential applicants from obtaining certain land use approvals that could conflict with or comprise the Town's Comprehensive Plan while the Town evaluates the impact of future development in these areas.

SECTION 3. MORATORIUM

1. Effective immediately and continuing for a period of six (6) months following the date on which this Local Law is filed with the Secretary of State, the Town Building Inspector, Planning Board and the Zoning Board of Appeals (collectively, "Land Use Boards") shall not issue any determination under the State Environmental Quality Review Act ("SEQRA"), or issue any final determination on any non-exempt building permit, variance, special use permit, site plan, certificate of occupancy and/or subdivision application for property located in the PB-A, PB-B or PB-C Zoning Districts.

2. Any non-exempt applications submitted on or after December 5, 2023 may be heard and reviewed by any Land Use Board, but may not be subject to a vote on a determination pursuant to SEQRA or a final determination on the application. The Land Use Board may hold public hearings and discuss the application, but the Land Use Board may not formally approve or deny such application while this moratorium is effective.
3. Notwithstanding the foregoing, the following applications shall be exempt from this moratorium:
 - a. All applications for building permits, variances, special use permits, site plan and subdivision approval submitted before December 5, 2023.
 - b. Area variance(s) for 1-family or 2-family dwellings.
 - c. Building permit applications for work that does not require approvals from a Land Use Board.
 - d. Applications of any kind which involve work that the Building Inspector reasonably believes is being performed primarily for health or safety reasons, or which will be undertaken in existing commercial or retail structures for existing operations having a gross floor area of less than 3,000 square feet.
4. The Town may, by resolution, terminate this moratorium prior to its expiration, or alternatively, extend the moratorium for a period of six (6) months, as the Town, in its sole discretion, deems necessary to properly study the impact of development in the PB-A, PB-B or PB-C Zoning Districts under the Town's existing zoning regulations and allow for the adoption of any zoning amendments deemed necessary.
5. In the event this Local Law causes a severe financial hardship to a property owner, an application may be made in writing to the Town Board requesting an exemption from the provisions of the moratorium. After due notice and a public hearing on such application, the Town Board may grant an exemption with such conditions as it may deem reasonable and necessary, provided such exemption is the minimum relief necessary. No exemption shall be granted except upon a determination by the Town Board that severe financial or

economic hardship was directly caused as a result of the application of the provisions of this Local Law.

6. Pursuant to Municipal Home Rule Law Section 10, this Local Law shall supersede any inconsistent provisions of New York State Town Law for the entire duration of this moratorium, including any extension thereof.

SECTION 4. NOTICE TO APPLICANTS – ZONING CHANGES

This section provides notice to all applicants that although an application may proceed through the review process, the applicant proceeds at its risk, because such application may be impacted or denied because of a change in zoning requirements. Approval shall not be granted unless the application complies with all zoning and other requirements in effect on the date of approval.

SECTION 5. SEPARABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. EFFECTIVE DATE

This Local Law shall take effect immediately upon adoption and filing with the Secretary of State as provided by the Municipal Home Rule Law.

**TOWN BOARD
TOWN OF POUND RIDGE
RESOLUTION**

**Regarding Enactment of a Moratorium
on Development in PB-A, PB-B and PB-C Zoning Districts**

WHEREAS, In January 2010, pursuant to N.Y. Town Law, the Town adopted an updated Comprehensive Plan (the “Comprehensive Plan”) setting forth goals, principles, policies and standards for the immediate and long-range enhancement, growth, and development of the Town, including land use and zoning; and

WHEREAS, the Comprehensive Plan identified the Town’s existing business districts and specifically recognized the unique issues facing Pound Ridge regarding future commercial development in those districts. The Comprehensive Plan noted the importance of maintaining the small-town character of Scotts Corner while permitting sufficient commercial development to meet the Town’s local needs; and

WHEREAS, while the Town is considering issues related to further commercial development in its commercial zoning districts, New York State legalized adult Cannabis use in March of 2021; and

WHEREAS, the State also established an Office of Cannabis Management (“OCM”) with its own rules and regulations relating to the operation of cannabis establishments; and

WHEREAS, the Town Board believes that a moratorium is necessary and advisable to maintain the status quo while it assesses the implications of these new State rules and allow the Town to collaborate with OCM to protect the best interests of the Town as it relates to further commercial development within the Town, including businesses related to adult cannabis use; and

WHEREAS, the Town Board finds that maintaining the status quo will protect the public interest and welfare. A moratorium will promote community planning values by regulating land development based on a carefully considered plan and will prevent potential applicants from obtaining certain land use approvals while the Town evaluates the impact of future development in these areas.

THEREFORE, BE IT RESOLVED that the Town shall approve and enact a local law, the text of which is annexed hereto; creating a moratorium on development in the PB-A, PB-B and PB-C Zoning Districts; and

BE IT FURTHER RESOLVED, that this local law shall take effect immediately and shall be applicable for the term set forth in the moratorium.

TOWN CLERK'S CERTIFICATION

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

I, the undersigned Clerk of the Town of Pound Ridge, Westchester County, New York,
DO HEREBY CERTIFY:

The Town Board of the Town of Pound Ridge at a public meeting duly called and held on _____ __, 2023 on motion by _____, seconded by _____, voted aye on the following resolution:

BE IT RESOLVED, that the law firm of Bleakley Platt and Schmidt, LLP be permitted to sign the proposed Resolution Enacting a Moratorium on Development in PB-A, PB-B and PB-C Zoning Districts..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pound Ridge, New York this __ day of _____, 2023.

Town Clerk
Town of Pound Ridge

SEAL:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WESTCHESTER
AND

LICENSE AGREEMENT made this ____ day of _____, 20____, by and between:

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

(hereinafter referred to as the “Licensee”), located at

WHEREAS, the County desires to provide a license for remote access to the County Clerk’s land records and legal files; and

WHEREAS, the Licensee desires a license for the privilege of utilizing such remote access to the County Clerk’s record; and

NOW, THEREFORE, the parties hereto agree upon the premises, terms and conditions as follows:

1. Licensed Access: The County hereby grants to the Licensee a License at no cost for the use of (____) assigned user IDs from the Westchester County Clerk’s system that would permit Licensee to connect computer terminal(s) for remote web access to the County Clerk’s land records and legal files. Licensee accepts the land records and legal file information on an “as is” basis and the County provides no warranty as to the accuracy of the information. To the extent permitted by law, the County disclaims all liability for the information contained in the files and records.

2. **Confidentiality:** The Licensee agrees that, except in accordance with proper judicial order or as otherwise provided by law, the Licensee and any person employed, or otherwise engaged, by such Licensee who by virtue of such employment or engagement is given access to the County Clerk's Office land and legal records pursuant to this License, shall not divulge or make known in any manner any confidential information, such as social security numbers, contained in such records.

3. **Conduct of Operations:** The Licensee assumes all risk of operation and shall provide, at its sole cost and expense, all equipment and hardware, as determined by the County, necessary to gain access to the County Clerk's records. The County shall not be responsible as a bailee or otherwise for any equipment or hardware or other personal property of the Licensee, or its employees, used to gain remote access. The Licensee hereby waives any claim for loss or damages sustained to any personal property, including, without limitation, theft or other casualty.

The Licensee further agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the Licensee and third parties under the direction or control of the Licensee; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this License and to bear all other costs and expenses related thereto.

(c) that in the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the License.

4. **Term and Termination:** The term of this License shall be for a period of one year commencing on January 1, 2024 and terminating on December 31, 2024, with the County Clerk's option to extend the License for four additional one-year periods on the same terms and conditions. This License shall be extended for an additional one-year period automatically upon Licensee's receipt of a letter notice from the County Clerk advising Licensee of the County Clerk's decision to exercise its option and extend this License for an additional one year period.

In addition, this License may be terminated by the County upon thirty (30) days written notice to the Licensee when, in its sole discretion, the County deems it in its best interest to do so. Licensee shall have the right to terminate this License upon thirty (30) days written notice to the County when, it is sole discretion, Licensee deems it in its best interest to do so.

5. **No Lease**: It is expressly understood and agreed that no equipment or space is leased to the Licensee. No exclusive rights for remote access (other than the licensed user IDs granted herein) are granted by this License.

6. **Notices**: All notices of any nature referred to in this License shall be in writing and either sent by regular mail or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt, or in the case of notices sent by regular mail, notice shall be effective three business days after the date of mailing.

To the County:

Hon. Timothy C. Idoni
Westchester County Clerk
110 Dr. Martin Luther King, Jr. Blvd.
White Plains, New York 10601

And a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Licensee:

With a copy to:

Such addresses shall be subject to change from time to time as may be specified in writing.

7. **Assignment**: It is understood and agreed that this License and the privileges granted hereunder are exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to, an attempt to transfer this License pursuant to a sale or transfer of all or part of this Licensee's assets), or otherwise dispose of this License. Any attempted or purported assignment, subletting, or transfer of this License or any rights granted hereunder without the express written consent of the County is void.

8. Entire Agreement: This License and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Signed this _____ day of _____, 20__

THE COUNTY OF WESTCHESTER

By: _____
Timothy C. Idoni, County Clerk

LICENSEE

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form and manner of execution

Assistant County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____ 20___, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public

**CERTIFICATE OF AUTHORITY
(Municipality)**

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that _____,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20__, before me, the undersigned, personally appeared
_____, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the above certificate and
acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)

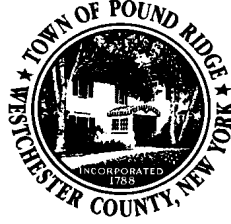
the municipal corporation described in and which executed the within instrument.

Notary Public

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: December 4, 2023

Re: Conant Hall Fee Wavier

I hereby request authorization to wave the deposit and rental fee on Saturday December 9th for Ebie Woods funeral reception. Request by Jennifer Stahlkrantz.

Sincerely,

Andrea Russo
Supervisor of Recreation & Parks

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: November 30, 2023

Re: Past Conant Hall Deposit Refund

I hereby request the refund of \$ 500 for Cristina Civetta. This refund is for Conant Hall deposit. Hall was used on October 29, 2023

Sincerely,

Andrea Russo
Supervisor of Recreation & Parks

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 11/30/2023

**CLAIMANT'S
 NAME
 AND**

Cristina Civetta
 85 Fancher Rd.
 Pound Ridge NY, 10576

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
A-T30	\$500.00	
TOTAL	\$500.00	

DATES		QUANTITY	UNIT PRICE	AMOUNT
10/28/2023	CONANT HALL REFUND			\$500.00
			TOTAL	\$500.00

CLAIMANT'S CERTIFICATION

I, Andrea Russo , certify that the above account in the amount of \$500.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

date
signature
title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
<div style="display: flex; justify-content: space-between;"> date Prepared by </div>	
<div style="display: flex; justify-content: space-between;"> date Department Head </div>	

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Carol Long
Date: November 28, 2023
Re: Banner Request – PR Community Church

The Pound Ridge Community Church has scheduled its annual cookie walk for Friday and Saturday, December 14 and 15 and is seeking permission to hang a banner across Westchester Avenue in the business district approximately a week in advance of the event.



Pound Ridge Community Church

Cookie Walk and Gifts of Good Taste

Friday, December 15
Saturday, December 16
10 AM - 4 PM

Let the women of Pound Ridge
Community Church take care of
all of your holiday baking.

Homemade cookies for sale by the
pound in our famous "Cookie Walk."

Pies, candies, breads, and more!

Plenty of Parking. Help support the
mission projects of the church

3 Pound Ridge Road, Pound Ridge, NY 10576
Beside PR Elementary School.
www.PoundRidgeCommunityChurch.org.
914-764-9000.
office@poundridgecommunitychurch.org



Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: November 28, 2023
Re: Cemetery plot sale

Please authorize the sale of Plot 372 (two gravesites) in Section 3 to Frances M. Harrison, of 105 Parkview Road, at a price of \$2,000.00.

CEMETERY PLOT DEED

Two Gravesites – Plot #372, Section 3

This Indenture, made the 5th day of December in the year of our Lord **Two thousand and twenty-three** between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Frances M. Harrison, of 105 Parkview Road, Pound Ridge, party of the second part,

WITNESSETH, that the party of the first part, in consideration of **Two thousand dollars** to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, her heirs and assigns, the use of the **Plot #372** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester; which lots described as **Plot #372** on a certain map entitled "Pound Ridge Cemetery Survey showing **Section 3**," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number **25894**.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, her heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plot #372** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

In Presence Of

(LS)
SUPERVISOR Town of Pound Ridge, New York

(LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 5th day of December, Two thousand and twenty-three, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

From: [Nicole Engel](#)
To: [Nicole Engel](#)
Subject: FW: Good day.
Date: Monday, November 20, 2023 3:49:43 PM

-----Original Message-----

From: Catherine Marino, MD <ctmarino67@gmail.com>
Sent: Monday, November 20, 2023 3:09 PM
To: Nicole Engel <chiefofstaff@townofpoundridge.com>
Cc: Verizon/ Melissa Avellino Avellino <melindaavellino@verizon.net>
Subject: Good day.

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

Melissa Avellino advised I needed to tell you that I do not wish to be reappointed to the Housing Board.

Thank you.

Happy Thanksgiving.

Cathy

Catherine Romano

Sent from my iPhone

Catherine Marino, MD

ctmarino67@gmail.com

Cell: 516-316-7316

The information contained above may be confidential and is intended for the recipient(s) only. If you have received this communication in error, please discard immediately.

Monday, November 27, 2023

Nicole Engel, Chief of Staff
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576
o 914-764-3986
m 914-391-0167

Dear Nicole,

I am resigning from the Housing Board of Pound Ridge in December of 2023 because I have recently been elected to the Town Board.

Sincerely,

Namasha Schelling

Namasha Schelling

namasha.schelling@gmail.com

917-946-5925

Monday, November 27, 2023

Nicole Engel, Chief of Staff
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576
o 914-764-3986
m 914-391-0167

Dear Nicole,

I am resigning from the Human Rights Advisory Committee in December of 2023 because I have recently been elected to the Town Board.

Sincerely,

Namasha Schelling

Namasha Schelling

namasha.schelling@gmail.com

917-946-5925