

**VILLAGE OF NORTH SYRACUSE  
APPLICATION FOR FOOD VENDOR LICENSE**

1. Name and address of applicant (if a partnership, corporation, or other entity, also give the name and address of the individual members of the partnership, officers of the corporation, members of the limited liability company, etc.)

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2. Applicant's date of birth: \_\_\_\_\_

3. Applicant's social security number: \_\_\_\_\_

4. Name and address of partnership, corporation or other entity which the applicant represents:

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5. Employer Identification Number of entity, if applicable: \_\_\_\_\_

6. Provide Applicant's telephone number, as well as a cellular telephone number at which the Applicant and an employee present at the site from which Applicant is selling food may be reached at all times:

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7. Have you or any of the persons named in item 1 been convicted of a misdemeanor or felony? For purposes of this question, traffic violations do not need to be reported. If yes, provide details, including date(s) of conviction, offense(s), penalty(ies) imposed and court(s) of conviction.

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7a. Have any of the persons who will be employed by the Applicant or the entity, and who will be working in the Village of North Syracuse, ever been convicted of a misdemeanor or felony? For purposes of this question, traffic violations do not need to be reported. If yes, provide details, including date(s) of conviction, offense(s), penalty(ies) imposed and court(s) of conviction.

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8. Has the Applicant or the entity the Applicant represents ever applied for a license for any purpose from the Village of North Syracuse? If yes, provide details, including (i) name of applicant and entity, (ii) type of license, (iii) date of application, (iv) whether application was granted or denied, (v) if application was denied, reason for denial, (vi) whether application was revoked, and (vii) if application was revoked, the reason for revocation.

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9. Have you or the entity you represent ever applied for a similar license, including a license for peddling or soliciting, from any other municipality in the State of New York? If yes, provide details, including (i) name of applicant and entity, (ii) type of license, (iii) date of application, (iv) whether application was granted or denied, (v) if application was denied, reason for denial, (vi) whether application was revoked, (vii) if application was revoked, the reason for revocation; (viii) municipality.

10. Explain in detail the type of activity proposed to be conducted in the Village of North Syracuse, including the kind of food or goods to be sold:

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11. Provide the proposed hours and days of operation:

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12. Provide information regarding the type of structure or motor vehicle to be used by the Applicant in carrying on the business for which the license is desired. If a structure is to be used, provide information on how the structure will be transported to and from the desired location. If a motor vehicle of any kind is to be used, provide the registration number, make, model and color of vehicle. Attach to the application a color photograph of the structure or motor vehicle to be used.

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13. Length of time license is desired: \_\_\_\_\_

14. If Applicant claims exemption from license requirement, state why:

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★ 15. Are the premises on which Applicant seeks to conduct its business owned by the Applicant or the entity the Applicant represents? If not, provide name, address, and telephone number for owner of record.

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★ 15a. If premises on which Applicant seeks to conduct its business are not owned by the Applicant or the entity the Applicant represents, attach as part of this application written permission from the owner of record for the Applicant to operate at the premises.

15b. Attach a rendering, to scale, of the premises at which Applicant seeks to conduct its business and the location on the premises where Applicant seeks to locate. Include all relevant structures and site information, including, but not limited to, location of buildings, landscaping, parking, driveways and drive aisles.

16. Applicant hereby certifies that he or she has read and agrees to fully comply with applicable provisions of the Village of North Syracuse Code, including, but not limited to, Chapter 169, Article III. (SEE ATTACHED)

17. Applicant has submitted with this application consent for the Village of North Syracuse to conduct a criminal background check of the Applicant in a form acceptable to the Village.

18. Applicant has submitted with this application consent for the Village of North Syracuse to conduct a criminal background check of any individuals employed by the Applicant or the entity the Applicant represents in a form acceptable to the Village.
19. Applicant has submitted with this application a valid form photographic identification for the Applicant as well as any employees who will be working for the Applicant or the entity the Applicant represents in the Village.
20. Applicant has submitted with this application valid approvals and certifications from all appropriate health and welfare agencies that allow Applicant to sell food. It is the responsibility of the Applicant to determine what approvals and certifications are required and to obtain the same.

All attachments and documents required to be submitted with this application shall be considered incorporated into the application and a part of the application.

Applicant hereby certifies that the information contained in this application is true, accurate and complete.

Date: \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Print Name of Applicant)

**For use by Village:**

**Required Fees:**

Application fee submitted: \_\_\_\_\_ 3-day license/\$50.00  
\_\_\_\_\_ 120-day license/\$200.00  
\_\_\_\_\_ Renewal license/\$15.00  
\_\_\_\_\_ Replacement license/\$15.00

Individual criminal background check fee submitted:

\_\_\_\_\_ individual criminal background checks required at \$10.00 each, for a total of \$\_\_\_\_\_

**Background Checks:**

Completed on \_\_\_\_\_.

Findings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Codes Department Review:**

Completed on: \_\_\_\_\_.

Codes Department approves/disapproves of location: \_\_\_\_\_  
or recommends the following modifications:

\_\_\_\_\_  
\_\_\_\_\_

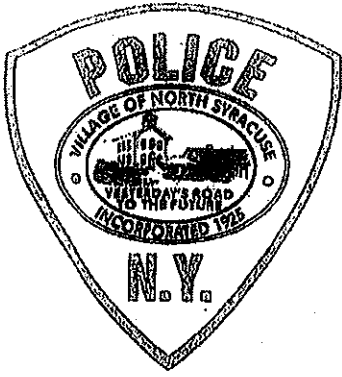
Codes Department otherwise approves of application and finds that all applicable laws, rules and code requirements are satisfied: \_\_\_\_\_

**License Issued/Denied:**

License Issued/Denied (circle one) on \_\_\_\_\_ by \_\_\_\_\_.

License number: \_\_\_\_\_.

If license denied, Applicant applies to Village Board on \_\_\_\_\_.  
Village Board holds hearing on \_\_\_\_\_ and Issues/Denies license.



Village of North Syracuse  
Department of Police

600 South Bay Road  
North Syracuse, New York 13212  
Emergency: 911 • Non-Emergency: (315) 425-2333  
Administrative: (315) 458-5670 • Fax: (315) 458-5601

Thomas P. Connelly  
Chief of Police

LETTER OF AUTHORIZATION

First Name: \_\_\_\_\_ Middle Init.: \_\_\_\_\_ Last Name \_\_\_\_\_

Maiden or Other name(s) used in the past \_\_\_\_\_

Gender \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Place of birth \_\_\_\_\_

State / \_\_\_\_\_ County \_\_\_\_\_ Social Security #: \_\_\_\_\_

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I hereby give permission to the Village of North Syracuse and the Village Of North Syracuse Police Department to run a background check of myself for any arrests or convictions, and to conduct a check of my driving record through the Department of Motor Vehicles in the State with whom I am licensed and registered, and provide written verification of the results of any findings to the Village Clerk.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

COPY OF PHOTO ID MUST BE ATTACHED.

Village of North Syracuse  
600 South Bay Road  
North Syracuse, NY 13212  
Phone: (315)458-0900  
Fax: (315)458-5079

### Insurance Requirements

#### Indemnification and Hold Harmless Requirements

To the extent permitted by law, all Contractors, Subcontractors, and all others ("Contractors") performing work for the Village of North Syracuse shall indemnify and hold harmless the Village of North Syracuse, its agents and employees of any of them from and against all claims, damages, losses and expenses including but not limited to attorneys fees arising out of claims, damages, losses, and expenses including but not limited to attorneys fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense. (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss or use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village of North Syracuse, its agents and employees of any of them for any judgment, mediation, or arbitration award or settlement shall extend only to the percentage or negligence of Contractor of anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against the Village of North Syracuse or any of its agents or employees, employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation, or benefits payable by or for Contactor under workers compensation and benefit acts or other employee benefits acts.

#### Liability Requirements

The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability

1. Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

c) Village of North Syracuse, owner and all other parties required by the Village of North Syracuse, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance, on a noncontributing basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

2. Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

c) The Village of North Syracuse, owner and all parties required by the Village of North Syracuse shall be included as additional insureds on a Primary basis on the auto policy.

3. Commercial Umbrella

a) Umbrella limits must be at least \$1,000,000

b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL

c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability

a) Employers Liability Insurance limits of at least \$500,000 each Accident for the bodily injury by accident and \$500,000 each employee for injury by disease in other than the State of New York. New York State limits to read "Statutory"

b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

- c) Where applicable U.S. Longshore and Harborworkers Compensation act Endorsement shall be attached to the policy.

**Waiver of Subrogation**

Contractor waives all rights against the Village of North Syracuse, its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

**Notice of Change or Cancellation**

No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Village of North Syracuse.

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Proof of this insurance coverage should be sent to:

Village of North Syracuse Address  
600 South Bay Road  
North Syracuse, NY 13212

ATTN: Accounts Payable

I have read the above, acknowledge, understand and will comply with.

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

# CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
03/15/2010

PRODUCER AND THE NAMED INSURED

Your Insurance Co. Name  
Address  
City, State  
Telephone number

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.**

## INSURERS AFFORDING COVERAGE

INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:

**NOTICE:** Coverage is being provided as part of a Master Group Policy issued to members of the North America Chemical Users and Applicators, Inc., a Risk Retention 'Purchasing Group' authorized under the Risk Retention Act of 1988; Federal Law 97-48.

**"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"**

Certain Underwriters at Lloyds, London

### COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRES DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Manuscript Policy GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	YOUR POLICY NUMBER	Date Issued	Date Expires	EACH OCCURRENCE \$ <b>\$1,000,000.00</b> DAMAGE (Any One Fire) \$ N/A PERSONAL ADV INJURY \$ N/A GENERAL AGGREGATE \$ <b>\$2,000,000.00</b> PRODUCTS - COMP/OP AG \$ Per Person \$ <b>\$0.00</b> ANNUAL AGGREGATE \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$ PER PERSON \$ PER ACCIDENT \$ AGGREGATE \$ PROPERTY DAMAGE \$
<b>AUTO LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> O.T.R.P.D.				
<b>GARAGE LIABILITY/MANUSCRIPT FORM SCHEDULE AUTO</b> <input type="checkbox"/> G.K.L.L. <input type="checkbox"/> DRIVE AWAY <input type="checkbox"/> D.O.C. <input type="checkbox"/> CARGO <input type="checkbox"/> ON HOOK <input type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> WRONGFUL REPOSSESSION				
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$

SALES

**DESCRIPTION OF OPERATION/LOCATION(S)/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION**  
 Coverage is limited to only insured activities or operations on the Participant Member Declaration Certificate or as may be separately endorsed. Tree Removal, Backhoe Source Reduction, Landscaping (EXC-XCU), Brush & Lot Clearing, Stump Removal, Chipping, Tree Removal.

**CERTIFICATE HOLDER**     **ADDITIONAL INSURED**     **LOSS PAYEE**

THE VILLAGE OF NORTH SYRACUSE  
600 SOUTH BAY ROAD  
NORTH SYRACUSE, NEW YORK 13212  
(315)458-0900

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENT'S OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# VILLAGE OF NORTH SYRACUSE CODE FOR FOOD VENDORS

Source: Code of the Village of North Syracuse, New York (updated 03/01/2011)

## ARTICLE III

### Seasonal Sale of Food From Fixed Outdoor Locations [Added 4-22-2010 by L.L. No. 3-2010]

#### § 169-24. Applicability.

This article shall apply to the seasonal sale of food from fixed outdoor locations within the Village of North Syracuse. Restaurants, as defined in Chapter 240 of the Code of the Village of North Syracuse, shall not be required to obtain a license pursuant to this article. Concession sales at school-sponsored events on school property shall also not be required to obtain a license pursuant to this article.

**§ 169-25. Definitions.**

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

**FOOD VENDOR** --- Includes any person, either principal or agent, who from any fixed location, by use of a temporary or moveable structure, or a motor vehicle of any kind, sells or barter, offers to sell or barter, or exposes for sale food products. This shall include, but not be limited to, hot dog sales, snow cone or ice cream sales, funnel cake or fried dough sales, produce sales, and other similar sales.

**INDIVIDUAL** — A natural person of either sex.

**PERSON** — One or more natural persons, corporations, partnerships, organizations, associations, societies and all other entities of any kind.

**VILLAGE** — The Village of North Syracuse.

**§ 169-26. License required.**

It shall be unlawful for any person or individual within the corporate limits of the Village to act as a food vendor without first having obtained and paid for, and having in force and effect, a license therefor.

**§ 169-27. Application for license.**

- A. Any person or individual desiring to act as a food vendor in the Village shall file with the Village Clerk a written application upon a form furnished by the Village Clerk, and shall file at the same time the following information:
- (1) The type of structure or motor vehicle to be used by the food vendor, including license plate number, if applicable. A color photograph of the structure or motor vehicle must be provided.
  - (2) The kind of food to be sold.
  - (3) The full legal name, street address, telephone number and date of birth of the food vendor and each individual who will be working for the food vendor in the Village.
  - (4) A cellular telephone number for each individual working at the structure or motor vehicle while food is being sold.
  - (5) The length of time for which the food vendor desires the license.
  - (6) A copy of the driver's license for the food vendor and each individual who will be working for the food vendor in the Village.
  - (7) A signed waiver, in a form acceptable to the Village, authorizing a criminal history records check for the food vendor and each individual who will be working for the food vendor in the Village.
  - (8) Proof of consent to locate at the location from the property owner.

- (9) Such other information as may be required by the Village Board.
- B. Food vendors shall provide the Village with all necessary certifications and approvals from the Onondaga County Health Department.
- C. It shall be unlawful to make false statements on a license application.

**§ 169-28. Issuance or refusal of license.**

- A. Upon the filing of the application and required information as provided in the preceding section, the Village Clerk shall, upon approval of such application, issue to the applicant a license, unless the license is refused pursuant to Subsection B below.
- B. The Village Clerk shall refuse a license to any person or individual who fails to comply with § 169-27. A license shall also be refused if the person or individual is required to be registered as a sex offender. A license pursuant to this article may also be refused to a person or individual that has been convicted of a misdemeanor or felony which, in the opinion of the Village Clerk, makes the person or individual unsuited to be awarded a license pursuant to this article. If an individual working for a person has been refused a license due to conviction of a misdemeanor or felony, or because the individual is required to be registered as a sex offender, that individual shall not be permitted to work as a food merchant in the Village; however, the status of that individual shall not prohibit the person, or other employees of the person, from obtaining a license.
- C. Any person or individual who has been refused a license by the Village Clerk may apply to the Village Board for a license, and the same may be granted or refused by the Village Board, except as prohibited by applicable provisions of law.
- D. Each license granted shall contain the name of the food vendor; the date of issuance; the date of expiration; the purpose for which the license was issued; and a license number assigned by the Village Clerk. The license shall contain the seal of the Village. A copy of the food vendor's driver's license or other legal form of photograph identification, also containing the seal of the Village, shall be attached to the license.
- E. The Code Enforcement Officer shall approve of each license granted under this article. Notwithstanding any provision elsewhere in the Code of the Village of North Syracuse to the contrary, an open flame may be utilized by a food vendor who has obtained a valid license under this article upon review and approval by the Code Enforcement Officer.

**§ 169-29. Use of license by another person prohibited.**

Any holder of any license issued under this article who permits it to be used by any other person or individual, and any person or individual who uses such license granted to any other person or individual, shall each be guilty of a violation of this article as well as applicable provisions of the New York State Penal Code.

**§ 169-30. Lost or destroyed licenses; issuance of duplicate.**

- A. Whenever a license shall be lost or destroyed on the part of the holder or his agent or employee, a duplicate in lieu thereof, under the original application and certification(s), may be issued by the Village Clerk upon the filing with the Village Clerk by the licensee an affidavit setting forth the circumstances of the loss, and what search effort has been made for its recovery.
- B. A fee for the replacement of lost or destroyed licenses shall be established by separate resolution of the Village Board.

**§ 169-31. Contents and form of license.**

All licenses shall be issued from a properly bound book with proper reference stubs kept for that purpose, numbered in that order in which they are issued, and shall state clearly the kind of vehicle to be used, the kind of goods, wares and merchandise to be sold or service to be rendered, the number of his or her license, the date of issuance and expiration of the license, fee paid and the name and address of the licensee.

**§ 169-32. Term of license.**

A license under this article may be granted for a term of three days or 120 days. The Village Clerk may issue a renewal license, for a period of 30 days, no more than once during any calendar year.

**§ 169-33. Exhibition of license.**

Every licensee, while exercising his or her license, shall clearly exhibit the license.

**§ 169-34. Fees.**

- A. The license fee for each food vendor shall be an amount as established in a separate resolution of the Village Board.
- B. The license fees for criminal background checks for each individual obtaining a license pursuant to this article shall be established by separate resolution of the Village Board.
- C. The fee for replacement and renewal licenses shall be established by separate resolution of the Village Board.

**§ 169-35. Suspension and revocation of license.**

- A. A license may be suspended pending a public hearing as set forth in Subsection B below, upon discovery that a food vendor who has been issued a license is in violation of this article. The license may be suspended by the Village Clerk upon reasonable suspicion of a violation of this article.

- B. The Village Clerk shall promptly notify the Village Police Department, Code Enforcement Officer and the Village Board of any license suspension. The Village Board shall hold a public hearing, upon five days' notice in the official Village newspaper, as soon as possible after the Village Clerk has suspended a license. After such public hearing, at which the licensee shall have the opportunity to be heard, the Village Board may revoke any license issued under this article to any applicant whom the Village Board shall determine to be an undesirable person or incapable of properly conducting the trade or business previously licensed. The granting, refusal or revocation of such license by the Village Board shall be subject to review by certiorari.

**§ 169-36. Prohibited acts.**

- A. No food vendor shall sell food between the hours of 9:00 p.m. and 10:00 a.m., except during festivals in the Village or Village-sponsored events.
- B. No food vendor shall sell food within 200 feet of any place occupied exclusively as a public or private school or for school purposes. This prohibition shall not apply to concession sales during school-sponsored events.
- C. No food vendor shall falsely or fraudulently misrepresent the quantity, character or quality of any food offered for sale.
- D. No food vendor shall violate Chapter 150, Noise, of the Code of the Village of North Syracuse, as amended.
- E. No food vendor shall obstruct any street or sidewalk for the purpose of selling or exposing for sale any food or other merchandise.
- F. No food vendor shall, in order to effectuate or assist in any sale or solicitation, represent that he or she is engaged in any contest or in any way attempt to induce a sale or solicitation by appealing to the sympathies of the person so solicited.
- G. No food vendor shall sell food products at real property zoned as Residential, Multiple Residential or Residential Senior Citizen under Chapter 240 of the Code of the Village of North Syracuse, as amended.
- H. No food vendor shall sell food from a location that, in the opinion of the Village Police Chief or Code Enforcement Officer, obstructs traffic or otherwise creates an impediment to the public's health and safety.
- I. No food vendor shall operate in a manner not approved by the Village Code Enforcement Officer.
- J. No food vendor shall commence food sales until the Code Enforcement Officer has conducted an inspection and has certified that there are no violations of applicable laws, codes, rules and regulations.
- K. No food vendor shall display any sign, as defined in Chapter 240 of the Code of the Village of North Syracuse, unless such sign has been approved by the Code Enforcement Officer.

**§ 169-37. Records.**

The Village Clerk shall keep a record of all applications and of all licenses granted under the provisions of this article, giving the number and date of each license, the fee paid and the date of any license suspension or revocation.

**§ 169-38. Penalties for offenses.**

- A. A violation of any of the provisions of this article shall constitute an offense punishable either:
- (1) By the imposition of a fine not exceeding \$350 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for a conviction of a second offense, both of which were committed within a period of five years, by a fine of not less than \$350 but no more than \$700, or imprisonment for a period not exceeding 15 days, or both; and, for conviction of a third or subsequent offense, all of which were committed within a period of five years, by a fine of not less than \$700 but no more than \$1,000, or imprisonment for a period not exceeding six months, or both; and/or
  - (2) By the imposition of a civil penalty in the above amounts, which said penalty may be assessed and recoverable against the violator in a small claims proceeding instituted by the Village in the Village Justice Court, pursuant to the provisions of Article 18 of the Uniform Justice Court Act.
- B. Each week's continued violation shall constitute a separate, additional violation for which separate and additional fines or civil penalties in the above amounts may be imposed or recovered.

**§ 169-39. Previous licenses.**

A valid license issued prior to the effective date of this legislation shall remain in full force and effect. Any renewal or subsequent license application shall be subject to the requirements of this legislation.