Applicable New York State Case Law & Statutes

It is a well established rule of statutory interpretation that in interpreting statutes, the courts must consider other statutes relating to the same subject matter. See Putnam Valley v. Slutzky, 283 NY 334, 28 NE2d 860 (1940). Statutes or statutory provisions relating to the same subject may be regarded *in pari material*. See Guardian Life Insurance Company v. Chapman, 302 NY 226, 97 NE2d 877 (1951). Statutes *in pari material* are to be construed together and applied harmoniously and consistently. Baldine v. Gomulka, 61 AD 2d 419, 402 NYS 2d 460 (3d Dept. 1978), appeal dismissed, 45 NY 2d 818, 409 NYS2d 208, 381 NE2d 606. A statute in derogation of the common law (such as a zoning statute) should be strictly construed together as though forming part of the same statute. Cracco v. Cox, 66 AD 447, 414 NYS2d 404 (4th Dept. 1979). Where there are several statutes relating to the same subject, they are all to be taken together, and one part compared with another in the construction of any one of the material provisions, because in the absence of contradictory or inconsistent provisions, they are supposed to have the same object and to pertain to the same system. Matthews v. Matthews, 240 NY 28, 147 NE 237, 38 ALR 1079 (1925). Various statutes relating to the same subject matter should be reconciled, as far as possible. Guardian Life Insurance Company v. Chapman, supra. Indeed, the Court of Appeals has stated, "[s]tatutes related to the same subject matter . . . must be read together and applied harmoniously and consistently." Town of Brookhaven v. New York State Bd. Of Equalization and Assessment, 88 N.Y.2d 354, 645 N.Y.S.2d 436 (1996), citing, Alweis v. Evans, 69 N.Y.2d 199, 513 N.Y.S.2d 95 (1987).

Further, McKinney's Statutes, Section 144, entitled "Ineffectiveness", states in part, as follows:

> In the course of construing a statute the court must assume that every provision thereof was intended for some useful purpose, and that an enforceable result was intended by the statute. The courts will not impute to lawmakers a futile and frivolous intent, and the intention is not lightly to be imputed to the Legislature of solemnly enacting a statute, which is ineffective. Statutes are to be interpreted workably, and a statute must not be construed in such a way that would result in the Legislature having performed a useless or vain act.
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> A construction which would render a statute ineffective must be avoided, and as between two constructions of an act, one of which renders it practically nugatory and the other enables the evident purposes of the Legislature to be effectuated, the latter is preferred. No part of an original act or an amendment thereto is to be held inoperative, if another construction will not conflict with the plain import of the language used. . .
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In addition, the doctrine of *noscitur a sociis* requires that the meaning of a word in a provision may be ascertained by a consideration of the company in which it is found and the meaning of the words which are associated with it. Popkin v. Security Mutual Ins. Co., 48 A.D.2d 46, 367 N.Y.S.2d 492 (1st Dept. 1975). Interpreting the language of a statute or

regulation, the Building Inspector must give meaning to its words in context of their particular setting and the words associated with them in the statute. MHG Enterprises, Inc. v. New York, 91 Misc.2d 842, 399 N.Y.S.2d 832 (1977).

It also is worthy of note that the principle that zoning ordinances must be strictly construed in favor of property owners and against municipalities because zoning regulations are in derogation of common-law property rights is firmly established in this State. See Raritan Development Corp. v. Silva, 91 N.Y.2d 98, 667 N.Y.S.2d 327 (1997); Chrysler Realty, 196 A.D.2d 631, 601 N.Y.S.2d 194 (2d Dept. 1993). Indeed, the Court of Appeals held in City of New York v. Les Hommes, 94 N.Y.2d 267, 702 N.Y.S.2d 576 (1999) that "[t]he cases guiding [the court's] analysis in this area require that [the court] show a healthy respect for the plain language employed and that it be construed in favor of the property owner and against the municipality which adopted and seeks to enforce it." This decision is consistent with its holding in Thomson Industries, Inc. v. Village of Port Washington, 27 N.Y.2d 537, 313 N.Y.S.2d 117 (1970), where the Court of Appeals strictly construed the term "heliport" and found that the term as employed in the zoning code only applied to commercial operations and not to appellant's own takeoff and landing of its helicopter. Numerous other courts have also recognized this doctrine. See Toys "R" Us v. Silva, 229 A.D.2d 308, 646 N.Y.S.2d 91 (1st Dept. 1996)(holding that "[z]oning ordinances must be narrowly interpreted and ambiguities are to be construed against the zoning authority"), rev'd on other grounds, 89 N.Y.2d 411, 654 N.Y.S.2d 100 (1996); Mandel v. Nusbaum, 138 A.D.2d 597, 526 N.Y.S.2d 179 (2d Dept. 1988)(noting the strict construction requirement applicable to zoning ordinances); Matter of Sinon v. Zoning Board of Appeals of the Town of Shelter Island, 117 A.D.2d 606, 497 N.Y.S.2d 952 (2d Dept. 1986).

Lastly, it is an accepted rule of statutory construction that an interpreting authority must ascribe the ordinary and logical meaning to all terms in a zoning law. As McKinney's, Statutes, § 232 provides:

> It is a general rule in the interpretation of statutes that the legislative intent is primarily to be determined from the language used in an act, considering the language in its most natural and obvious sense. From this general rule, it is deducible that words of ordinary import are to be construed according to their ordinary and popular significance, and are to be given their ordinary and usual meaning... In the framing of laws intended for the people, the Legislature should attempt to give them a meaning which will not be misunderstood by the citizenry, and the lawmakers are presumed to have used words as they are commonly or ordinarily employed, unless there is something in the context or purpose of the act which shows a contrary intention. So, the court must apply to language the meaning and effect generally attributed to words by common speech of men, and not by some esoteric standard....