North Salem Planning Board Minutes
March 21, 2012
7:30 PM – Annex

PRESENT: **Cynthia Curtis, Chairwoman**
Charlotte Harris, Board Member
Robert Tompkins, Board Member
Gary Jacobi, Board Member
Bernard Sweeney, Board Member
William Agresta, AICP

ABSENT: **Roland A. Baroni, Esq. – not required to attend**

ATTENDANTS: **Titicus Road Commons, LLC: Michael Sirignano**

Chairwoman Cynthia Curtis calls the March 21, 2012 North Salem Planning Board Meeting to order.

WORK SESSION:

1. **Titicus Road Commons, LLC:** Michael Sirignano (owner – Titicus Road Commons, LLC)
Site Development Plan (location – 104 Titicus Road)

- Petition to Re-zone Accessory Apartments in Commercial Zones

Cynthia states this Project has been put on our Work Session Agenda tonight for two reasons. Cynthia states that since the Board last spoke, and received the original paperwork, she came up with a proposal of shifting the Board that handles accessory apartments in commercial zones from the Zoning Board of Appeals (ZBA) to the Planning Board for Conditional Use. This would simplify the process for the Applicant, as he would not have to bounce back and forth between two Boards. The Applicant is before the Planning Board for Site Plan. This proposal would eliminate the need to clarify the issue of Site Plan and how Site Plan works consecutively with obtaining a Special Use Permit. Cynthia states she raised this at the last Town Board Meeting. Mr. Sirignano attended that Meeting and he agreed with the process. Cynthia states that Roland and the Town Board all agreed as well. Mr. Sirignano has since filed an Amended Petition showing the change. Cynthia states Mr. Sirignano is preparing a Long EAF. The Board did vote to circulate it once it is reviewed by our Planner. Cynthia states Mr. Sirignano is anxious to move forward, so she thought the Board could have a discussion tonight. Cynthia asked Will to expedite his review of the Long EAF so the document may be sent out to all the involved and interested agencies. Cynthia states that Mr. Sirignano has all the parts and pieces, except he didn't change the narrative to reflect the change in the Petition. Cynthia states that most of the comments from Will are related to re-structuring, which he will discuss. Cynthia states she will assist Mr. Sirignano if he needs help with the aspects of the other Districts that are being pulled in.

Will states he knows the Board just received his memo tonight. Will states that Mr. Sirignano did a nice job in preparing the Amended Petition, especially adding in language in regards to the Comprehensive Plan. Will states that there are two components to this Project, the Zoning Legislation, and the Site Plan Approval. This is kind of like a hybrid action. Will states the EAF doesn't lend itself to describing both of those items consistently. Will states he suggests the EAF be reorganized in order to place the narrative information towards the beginning. Will states he outlined on Page 2 of his Memo how he would propose to reorganize the EAF. Will states the beginning would describe the two aspects, Zoning Legislation and site specific, and also list the classification as Type 1. Will states in the second section he would propose a short paragraph be added which describes how the EAF is organized and being used because of the two specific aspects. This

will give the other agencies who will be receiving the circulation a better understanding of how to use the EAF. Will states that the EAF Part 1 doesn't lend itself to legislative action. Will states the EAF Part 1 is written to address site specific aspects, and then there is a narrative that describes the legislative part. Will refers to the third bullet in his Memo and states that Mr. Sirignano would describe all of the specifics in the narrative form. Will states that Mr. Sirignano may need to add information about how big the zoning zones are. Mr. Sirignano may want to add in a zoning map. Will refers to the fourth bullet and states this is site specific information, such as a quick narrative of what is being proposed on the site. Will states he has a few comments in regards to the EAF Part 1 that was submitted, which would be followed by the EAF Part 2. The EAF Part 2 would have an introduction to it that references the whole action.

Will states that Mr. Sirignano only proposed this document for the PO Zone which is where his property is, but made a suggestion to do it in the other zones as well to be consistent. Will states that if Mr. Sirignano is going to do that, and the Board is going to approve it, then the EAF has to support it.

Cynthia talks about the circulation and states that aside from the agencies that Mr. Sirignano had listed as approving agencies, such as Westchester County Department of Health, does the circulation need to go to the New York State Department of Health. Will states yes. Cynthia confirms the circulation does not need to go to the DOT. Cynthia states that because it is a Zoning Petition, it also has to be referred to Westchester County Planning for Notification Only. Will states that may be done now. Will states the Town Board should send out the referral for the zoning change. Cynthia states she will set that up for the Town Clerk to send out. Cynthia confirms with Mr. Sirignano she will need one extra set of the Zoning Petition, EAF, and Site Plan. There is a discussion about covering all the bases with the County. Mr. Sirignano states he is having the Site Plan revised as we speak. He hopes to have it by the middle of next week to incorporate the last round of comments from the consultants. Cynthia states she does not have to send it at the same time as the referral. Cynthia will prepare the notification to the County and forward it to the Town Clerk.

Cynthia states we will wait to receive the revisions to the EAF, and she will review it. If all the parts and pieces are there that Will has commented on, it will be circulated. Mr. Sirignano may receive a subsequent Memo from Will.

Cynthia asks the Board whether they have any further questions or comments. They do not.

2. Continue Discussion Regarding the Following Chapter Amendment:

- Chapter 250 Regarding Affordable Housing Criteria

Cynthia states that she, Roland and Will had a conference call with Ed Buroughs and Norma Drummond from the County. They talked quite a bit about whether we can continue down the path of having MIH units at the same time we have affordable units. The Board has had discussions with Roland about this also. It was made clear that they would be anticipating that the first 10% of all of those would be the affordable housing. Cynthia states it might be too complicated to have both the MIH and affordable units. Cynthia states that everyone on the phone was in agreement about shifting everything over to the affordable, but leaving the pre-existing ownership units for Salem Chase under the old Plan. We also learned a little bit more about the role of the County in all of this. It is a very strong role. We really want to nail the County down because if this is going to be for a 50 year period, we don't want some of the responsibilities to fall back on our Town Housing Board. If the Town Housing Board needs help, they should get it from the County. Cynthia states the County has an annual review. Cynthia confirms with Will that the role of the County will not be in the Code, it will be in the deed restriction section. Cynthia refers to the role of the Town Housing Board in regards to the marketing plan. The County definitely said they are there to help the Town Housing Board. Cynthia states she attended a Meeting with the Town Housing Board this past Monday night. Bill Balter and Gary Friedland

also attended. Mr. Friedland is the person who handles all of the applications and the selection of the people for their units. They have experience under the Settlement Agreement. They are running under their own set of rules because they receive Federal Credits. Cynthia states that we haven't seen this set of rules. Cynthia spoke with Mr. Balter today to ask if it is possible for the Board or our Attorney to see them. Mr. Balter talked about making arrangements for our Attorney to see them. Cynthia refers to the requirements for lease renewals if people are no longer qualified who initially qualified, or people who are making more money, or have more occupants. Cynthia asked how that is handled. She was told that they renew leases in accordance with the Federal Plan. Cynthia mentioned all of this to Roland and stated that a conversation has to be held with the County to obtain more understanding of what the role will be for the developers who will be getting Federal Credits versus what the role will be for everybody else abiding by our Ordinance. That conversation is yet to be resolved. Cynthia is waiting for a response and update from Roland, which will hopefully take place at our next Meeting.

Cynthia states that she and Will have spent the last two days on the phone going over the Draft of the affordable housing criteria portion in Chapter 250. Cynthia asks Will to take the Board through the changes he has highlighted.

Will refers to Page 1 and states that a definition has been added for a Moderate-Income Dwelling. A reference has been made to the existing units, while at the same time stating that the rental units, approved under the Moderate Income Code, will be considered affordable housing. Cynthia asks whether the units have to be named, or may we make a general statement. Will states one reason they are listed is because there are not that many. Will states it also makes it definitive in regards to what is being talked about. Cynthia states she will confirm the number of units in that definition. Gary would like to know if we can put in a maximum number of people in the definition for Household. Cynthia states there is a different place to do that. Will states the number of people will be limited under affordable housing, not necessarily in other places. Gary asks if it is limited under fair housing. Cynthia states yes. Robert asks what it is limited to. Will states it is based on the unit size and is talked about on Page 14. Cynthia states there are a minimum and maximum number of people allowed depending on the number of bedrooms.

Gary asks if we are defining the household income and gives an example of six people who are not related each making $60,000.00 a year. The household income would be $360,000.00. Cynthia states that when they go through the rental process, income has to be reported. Will states that family income shall exclude an earned income from a minor or full-time student making up to a maximum of $5,000. Will states that six people making $360,000.00 probably wouldn't qualify. Cynthia states they will probably make too much money. Gary asks how it will work if four people are living there and a fifth person moves in. Cynthia states that is the issue we need Roland to look into. Cynthia gives an example of a single person, making $45,000.00, having a 15 year old child and states that person would qualify and get the unit. If that person gets married, and their spouse makes $50,000.00, what will happen when it comes time for renewal? Gary states that someone may not necessarily get married, someone else may move in. Cynthia states it is the same thing and a question for Roland. Cynthia states she understood from Mr. Balter that he follows the Federal Rules, and under those rules, the leases may be renewed, and no one has to be thrown out. Gary asks if six unrelated people could move in. Cynthia states yes. That is why we need more clarification. Gary asks if there is anything in this Draft that talks about an approval process for an additional individual moving in. Cynthia states it is the same rule, everyone's income would count. Gary asks if the person moving in has to file a form. Cynthia states technically on renewal, yes. Charlotte states the additional person could theoretically move in a month after the first person moved in and live there for two years. Cynthia states the County had mentioned they were doing annual checks. Cynthia states we need to get more information on what their annual checks constitute. Cynthia asked the question as to who will do the eviction. Gary confirms that other than renewal time, no one has to file any paperwork or forms for additional people moving in. Gary asks if the leases are limited to a maximum of one year. Cynthia states we have it worded as two years. Mr.

Balter has stated his leases will be for one year. Gary asks if that is spelled out in this Draft. Cynthia states yes, it is spelled out on Page 17A at the bottom. Gary asks if we can do a one year lease. Will states yes. The Board agrees with the change from two years to one. Robert states it gives the opportunity for an annual review. There is a discussion about the Housing Board handling all of the annual reviews. Cynthia states that Mr. Balter has to follow the Federal Plan. If another person moves in who is making more money, he has to renew the lease. Robert states that is absurd. Charlotte agrees. Cynthia wants more clarification on this. The Board agrees to put this aside for Roland.

Gary asks what the definition of a tenant is and if five people move in together are they considered to be one tenant or five tenants. Robert states that would be a family. Cynthia states it is a group of people occupying a single dwelling unit. Will states that a clause may be added to the lease requesting all tenants to be named. Gary states his question is simple. What is the definition of a tenant? Gary gives an example of him signing a lease, and Charlotte moves in and asks if Charlotte also a tenant. Cynthia thought that every person over a certain age had to submit financial information, and states she will check on this. Gary states that he would feel more comfortable it the wording was for "all tenants", versus a tenant. Will talks about changing the word "tenants" to "occupants" or "all occupants". The Board decides to wait and hear what Roland advises them. Cynthia refers to Page 15m Item 3 where family income is talked about. It states that family income shall include the gross income from all sources for all family members. Cynthia states the Board needs to take this concept and decide whether the language will be tenant income, or family income. Gary states the word family has not been defined. Cynthia states we may not have to use the word family. The people living there would qualify. We would take all the gross income from all the sources from all members. Cynthia states that everyone that makes money would have their money counted. It also states that complete disclosure of income and assets is to be made on forms and/or applications provided by the Housing Board. There would be a complete disclosure from all qualifying tenants. Cynthia believes there may also be an age limit mentioned somewhere. Will states the exclusion is not in the affordable housing, it is in the MIH regulations, and also mentioned on Page 15, Item 5 where it states that family income shall exclude an earned income from a minor or full-time student, up to a maximum of $5,000. Cynthia states we will need to take these two concepts and bring them over to the affordable housing. Gary asks if there is a criterion for wealth. Gary states that someone may be a millionaire and qualify. Will states that these are questions that we asked the County about. Will states the County stated it is all spelled out as far as what they look at. Cynthia states that income taxes are looked at. Cynthia states that only income is supposed to be counted. Cynthia states that when selling a house, there is a certain percentage that is counted. Gary refers to Page 15, Item 3 and states this is the first time asset disclosure is coming into consideration. Cynthia states we don't know how it is being used. Will states this whole section applies to Salem Chase; it doesn't apply to anything else. Will states that during the conversation with the County, we were told there are three formulas on the HUD guidelines, and we were supposed to be told which of the three will be used so we may understand what the County is looking at. Cynthia states the County has not sent us that information yet. Gary refers again to income, and has a question in regards to wealth. Gary states someone may be a millionaire and have $10,000 of income. Will refers to the formula and is not sure whether other items are incorporated in the total and states until they receive the formula from the County, it will be hard to tell. Gary refers to Page 15, Item B and states again, it is all based on median income. Will states again, that is defined by the formula. Bernard states it will be hard to control underground economy. Gary states he is not worried about people cheating. Bernard states he is.

Gary refers to the Draft and asks what the significance is for the points highlighted in yellow. Will states the yellow highlighted areas are listed mostly to show context. Those areas do not have many changes.

Cynthia refers to Page 2 at the bottom and states the subdivision lots were changed from 10 down to 5 to match with the Model Ordinance. Robert asks if that is the County's model. Cynthia states yes.

Cynthia refers to the middle of Page 3, Item d and states Will added the number 5, but didn't delete the number 10. Cynthia states the note should also be taken out.

Gary refers to Page 2 and confirms that if someone is doing a six home subdivision one of the homes would have to be affordable. Gary asks if someone is doing an eleven home subdivision, would one or two of the homes have to be affordable. Will confirms that zero to five homes would have a requirement for one affordable. Six to ten homes would also have a requirement for one affordable. Gary confirms that if someone is doing a five home subdivision, four can be moderate, and one has to be affordable, so that five to fifteen would have one affordable. Will states yes, unless the Board wants to round up any fraction. Gary states he is fine with the five to fifteen, except the draft states five to nine. It really should read five to fifteen. Will states that 10% of 10 worked. Gary states numbers are much easier to understand than the language. Will states he needs the language and the fraction. Will states it does not work with five. Cynthia states we will make it work so that someone subdividing five to fifteen would have one affordable. Gary agrees. The Board talks about it being harsh for a five lot subdivision. Will states he will change the language. Cynthia reads the language the County has and states "ten or more units created by subdivision or site plan, no less than 10% of the total number of units must be affordable. In residential developments of five to nine units, at least one affordable shall be created. Cynthia states that the way the County has written it, it is nailed down. Gary states that making a five lot subdivision be 20% affordable is harsh. Charlotte agrees. Cynthia asks the Board whether they want to leave the language the way it is. The Board agrees. Cynthia states the Board stands to be criticized by the County. Gary states he doesn't want 20% of the homes to be affordable. Cynthia talks about going back to what they had.

Gary refers to the last sentence on Page 3 and states it is confusing. Gary refers to someone having nine homes and two apartments. Cynthia states that language was taken from the original Chapter. Will talks about someone having nine market houses with one affordable, or ten market houses where two of those houses would have an accessory apartment. Charlotte states that works. Gary agrees.

Cynthia refers to Page 4 and states in the original zoning back in 2000 we added one bedroom dwelling apartments. The text doesn't specify that they have to be affordable. Cynthia is not sure why it was written that way. Cynthia states this is an opportunity to fix it. Cynthia will go back and research the SEQR, as she thought they had to be affordable, but there is nothing in the text that says they have to be. Cynthia refers to a multi-family development allowing all the extra one bedroom accessory apartments without receiving the credit for them. Cynthia states it would be a conditional use of the Planning Board, high density or medium density single family units with one bedroom dwellings. Cynthia states that later on, apartments are talked about. Gary asks if this whole section strictly apply to accessory apartments. Cynthia states no, only one bedroom dwellings. Cynthia states that Gary was on this Board when the zoning was written and asks him if he remembers. Cynthia states she will research this and get back to the Board. Gary refers Page 4, Item 1B where it states "single-family units with one bedroom dwellings apartments" and asks if that implies an accessory apartment or a free-standing one bedroom structure. Will states it would be an accessory unit in a principal house that has its own use. It is not defined as an accessory apartment. It is its own use. Cynthia refers to Page 5 and states it is described and is supposed to have the appearance of a single-family residence. Cynthia states it was supposed to be a mother/daughter situation. Will states the way the current Code is written, it allows for attached accessory apartments in single-family homes. It does not stipulate language in regards to affordability. Will states there is some belief that, at the time the Code revisions were being made, there were discussions about making the Code more affordable. Gary states it was not an issue with making it affordable. It was introduced as a way to get more apartments. Cynthia states that when we did the R-MF/4 and the R-MF/6 it was all about zoning the four sites for affordable housing. Gary states he believes the word affordable was left out. Cynthia will research the SEQR.

Gary refers to Page 6 and would like to know why we would allow signs. Cynthia states that some of the

developments like Salem Chase wanted a sign out front. It is in there so people will be in conformance with the sign regulations.

Cynthia refers to Page 8 and states this section has to do with the Barry Reisler piece of property. Cynthia confirms for Will that yes, Item C, No. 4 should point back to Subsection A.

Gary refers to Page 8 and would like to know if one of these complexes goes up, will they be able to have restaurants. Cynthia states yes. Cynthia believes that up to three acres, someone is allowed to have a restaurant in this particular case. Charlotte asks when restaurant is listed, would that be a dining hall for the residents. Cynthia states no, an actual restaurant. Cynthia talks about why this was done and states that people in Purdys were upset because they thought there would be a lot of impact on their little hamlet. They didn't want stores, restaurants, barber shops, and beauty parlors. The Town Board at the time agreed to have a little corner of the parcel designated to have commercial development. It is very limited in size, but it is in the Code. Cynthia states the person interested in developing the property now has no intention of having a restaurant.

Cynthia refers to Page 9 and states there are quick fixes on that page. Looking at that same page Gary asks if a nursing home is built, do 10% of the units have to be affordable. Cynthia states yes, that is in the current Code. The proposal for the Reisler property is for 100% affordable, except for the town homes at the bottom. Gary refers to Page 9, Item 7B in regards to this being 20% instead of 10%. Cynthia states that would be for a Special Permit of the Town Board. Robert states he went over to take a look at the development in Baldwin Place. Robert states it is nice because the residents may walk to the shopping center.

Cynthia refers to Page 11 and states there are no changes; except Will has put the MIH provisions back in due to the Salem Chase units.

Gary refers to Page 11, Item B (1) (a) where it states "Acceptance and review of applications submitted by families"…, and states he is stuck on the word families. Cynthia states that will be changed once we decide the language, such as tenant(s). Will states this is the language in the Code and he does not understand what is wrong with the word families. Cynthia talks about the language changes in regards to the income qualifications, and states the term tenants, family, or qualifying individuals should be considered to make sure we are consistent. Will talks about taking out the word families. Jack Gress states that the MAI uses the term person. Will states that using the term person defines everything under the sun, including corporations. Eliminating the terms as often as possible is discussed.

Cynthia refers to Page 12 and states we do have preferences for the old Salem Chase as a separate document and asks the Board whether they would like to keep it that way. The Board agrees. Robert states the whole idea of doing it in the first place is to keep people in Town. Gary refers to Page 12, Item b, and does not understand why people would stay on the list. Will is not sure if it is a requirement for people to stay on the list. Cynthia asks if the Housing Board will be writing their own policies and procedures. Will states that in this situation where there are preferences, there are multiple bottoms. Gary refers to Page 12, Item b, and states the word "purchase" should come out. Gary asks if the Town Clerk is going to do the record keeping and filing, not the Housing Board. Cynthia states no, but she is the official record keeper. Gary states that is his question, is she the record keeper for the Housing Board. Will states this is current language. Cynthia states that as the record keeper, the Town Clerk designates Janice Will, the Secretary to the Housing Board, to be the keeper of those records. The Town Clerk has the authority to delegate. Gary asks if Section 1 is for purchasing and renting or just purchasing. Will states that everything in Section 1 is just for purchasing. Cynthia refers to the bottom of Page 12, Item 2, where both purchasing and renting are talked about. Will states that on Pages 11 and 12, Items a through e pertains to the five Salem Chase units. Gary asks where it is clearly spelled out that Items a through e only apply to Salem Chase. Will states that is in two places. It is

referenced on Page 1, in the definition for Moderate-Income Dwelling, as well as on Page 11, under Purpose. Gary asks whether we should add language referring to Salem Chase. Cynthia states we don't have to because we have matched that up with the word MIH. Cynthia refers to Page 12, Item 2 and states this section is for purchase or rent. Once again, it spells out the Housing Board's role as setting the maximum prices, maintaining the inventory, monitoring, and compliance with marketing. Gary asks if we should add in language about how often this has to be done. Cynthia states that on the resale, it is done then. There is language under the renewal of rentals which we haven't gotten to yet.

Cynthia refers to 250-124 on Page 13 and states the wording is the same, we just added the affordable housing language.

Gary refers to Page 12, Item e where it states "Monitoring of affordable housing dwellings to ensure continued adherence to the standards of affordable eligibility", and states it seems like a sentence should be added in case the adherence isn't being adhered to. Cynthia states that is coming when we get to the other section. There is discussion about an increase in rent not taking place during the middle of a lease, and only on renewal. Cynthia states language should be added to that affect. The Board talks about a lease or a contract being in effect for a certain amount of time. Will states that a clause may go into a lease or contract regarding the amount of rent. Cynthia wants it to be obvious that the Housing Board has to state that leases may not be changed until renewal. Gary asks what the maximum lease term is. Cynthia states the Board just agreed to change it from two years to one year. Gary states it goes without saying then. Cynthia states it would give the Housing Board protection.

Cynthia refers to Page 14 and states the Board had discussed the distribution of units, and added in efficiency apartments in 250-126 and 250-127.

Gary asks what the approximate average annual salary is for North Salem employees. Cynthia states she calculates that every year with Susan Morley, and confirms it is approximately $65,000. Gary asks if $65,000 becomes the basis for purchasing an MIH unit. Cynthia states the price of the unit has to be calculated, as well as the qualifying income. Gary states that most families now have two incomes. Cynthia refers to 250-129 on the bottom of Page 15 where MIH units for purchase is discussed. Gary asks if we have decided that the family income is approximately $65,000. Cynthia states no, Gary asked her what the median income is of the Town employees. Gary states that is the definition that was used to determine family income. Gary states a house can't be sold for more than 2 ½ times the $65,000 income which is a little over $150,000. Gary states that doesn't seem right. Cynthia states the houses in Salem Chase are selling for between $700,000 and $900,000. The MIH units were under $150,000. Gary states that a couple buying a house, if they both work, they can only make an average of $32,000 each. Cynthia states the above-mean annual income shall be multiplied by the income factor for the number of bedrooms in an MIH unit to determine the maximum income allowed for eligibility. Cynthia states that $65,000 times 1.5 would be approximately $94,000. Gary states it is a convoluted formula. Cynthia states we have been using it since 1990.

Gary refers to Page 16 and asks what is asked for in the green shaded areas. Is it a dollar figure, or a multiple of incomes? Cynthia states that the green shaded areas are where we need to give the Housing Board guidance on how they are going to set prices. Gary asks what the difference is between three and four. Cynthia states that one is for initial rent, and one is for a renewal rate. Gary asks why the renewal would be any different. There is a discussion of a new person moving in finishing out the rental price. The Board discusses if a tenant has the same income after a year, can the landlord raise the rent. Cynthia believes that if the median income level as published by HUD goes up, the landlord may raise the rent. Gary states that it seems to him that three and four are the same. Charlotte agrees with Gary. Cynthia states we can't prohibit someone from raising the rent. Will asks whether the Town is setting the rent, or is the Town predestined by the definition of affordable housing. Cynthia reads a section in the Model Ordinance on resale in regards to

major capital improvements. Will understands it to be that someone may recapture some of their expenses, but not make a profit. Cynthia asks what is wrong with the way we wrote it. Will states that B on Page 16 does not exist today in the Code. Gary refers to B on Page 16 and asks what the difference is between a housing dwelling and a housing dwelling unit. Will states that we don't need the word unit. Cynthia talks about the maximum sales price for affordable housing and asks whether they will be using 2 ½ times the AMI. Will states there is a definition. That is a piece that we are waiting for from the County.

Cynthia refers to 250-130 on Page 16. Gary reads the first sentence and states that if we take out the word owning it doesn't read properly. Cynthia asks what is wrong with that. Gary asks whether a name would be on the lease. Cynthia states yes and they are going to be living there. Gary states that again, we are back to how many people may be on a lease. Cynthia states it is all about who the initial applicant is. That is the person that gets reviewed, and gets the unit. What happens the next day is the issue we have to take up with Roland. There is a discussion about who will be doing the eviction. Cynthia states we just found out from Bill Balter that he will not be evicting them. He is following a different set of rules that we didn't even know existed. He is following the Federal Guidelines. Cynthia talks about the Model Ordinance in regards to choosing option a, b, or c. Cynthia refers to a sentence which states "renewal of a lease shall be subject to the conditions of Federal, State, or County provisions that may be imposed by the terms of the original developments funding agreements". Cynthia states those funding agreements are important. If there are no funding agreements, then we get to choose option a, b, or c.

Gary refers to C on the top of Page 18 and states that incomes may exceed the guidelines and someone will have to move out. Will states that the person would be in violation of their lease if the lease was written appropriately. An amendment to the lease would have to happen, or an eviction may take place. Cynthia asks if C on the top of Page 18 is the one that Will chose from the options. Will states he didn't see any of those options. There is a discussion about the Federal options. Will states that would be a discussion to have with the Housing Board, as to what they do now at time of renewals. Cynthia will e-mail Anthony Navarro. Cynthia asks Will how they came up with C. Will states this is something we had added last time. It needs to be addressed. Cynthia states that they have to go back to the Model Ordinance. Roland is looking into whether we should use option a, b, or c.

Cynthia refers to 250-132 on Page 18 and confirms with Will that this language is the same as was discussed last time. There is discussion with the Board as to whether they want to tie the County down to the requirements. The Board states yes. Cynthia asks what the Board wants the County to do. Gary states remove the need for this whole program. Cynthia confirms that the Board would like the County to provide the Housing Board assistance if they need it. Cynthia states in instances when there is no developer, we would like to be able to turn to the County to assist the Housing Board. Cynthia states the Housing Board is all volunteers.

Cynthia refers to marketing on Page 19 and states this is where we separate MIH units from purchase or rent. Cynthia asks if we want to subject the MIH people to the whole marketing plan. Gary asks if the MIH applies to any of the new developments. Cynthia states no it doesn't. Cynthia is going to call the Housing Board and find out how they handle this now, and whether they have a policy. Will states that according to the County, they are doing it all. Cynthia refers to the conference call and states that she had a poignant question about marketing and frequency of marketing. Norma Drummond stated in the call that the County has been doing this for 20 years. Cynthia stated she would like to know what has been happening since the Settlement. Cynthia states that Ed Buroughs understood her point and will be getting back to her on the marketing.

Gary states that we go back and forth between affordable and MIH's. It is confusing and would be helpful to have all the MIH language in one spot, and all the affordable housing language in another. Cynthia states they started off trying to do that. A lot of language had to be repeated, which became cumbersome. Gary states

we are assuming that everyone who reads this down the road is going to make a clear distinction between MIH and affordable. Will states if someone is interested in affordables, they will read the section on affordables. Gary states that means they will have to read the whole document. Cynthia states someone may skip all the A's and go to B's. Will states he is happy to do a re-write, but it will increase the number of sections. Cynthia states the Town Board should provide their guidance.

Cynthia refers to Page 19, Item B, 2 and states this is an example of the development that Bill Balter had been proposing where initially the developer does it all. There may be a situation where there is one unit, without a HOA. The responsibility will fall onto the Housing Board, or the owner. There should be language so that the owner has the responsibility, but may seek responsibility from the Housing Board. Gary states it should be listed as both. Cynthia states she was trying to pull the County in. Will states the owner has to go to the Housing Board. Gary states that Item 3 is much more worrisome. Gary talks about having 48 apartment units with no owner. Gary states this could be Wilder Balter with 48 units. Will states this is not necessarily the language that we will use. Gary understands. He is talking about an apartment house. Gary states there won't necessarily always be an owner. The owner may file for bankruptcy and the development ends up with the Town. Cynthia states it is not going to end up with the Town. Gary states this ties into the next section about minimal levels of maintenance. Bernard states now we are getting into the real nitty gritty. Cynthia state she believes there will be more trouble with the individual units here and there than in a large development. Gary states that when there is a problem with a large development, it will be a big problem. Will does not understand how this is any different from how the Town deals with foreclosures. The Town doesn't necessarily do anything differently. They may take it over for tax purposes, and become the owner, and then turn around and sell. Gary states it is one thing, if it is a separate house, versus a large development. Will states that would be a commercial project. Gary states that commercial projects are for commercial tenants. Gary asks whether there will be any minimal maintenance that the owner of these apartment complexes will have to do. Cynthia states yes, and it is going to be tied into their contract with the County, and the County is going to be on top of this. Cynthia states that we have been told the County would be inspecting, and looking at the maintenance every year. It is in the County Contract which Roland is going to get for us. Cynthia refers to 250-134 B on Page 19 in regards to pulling in the County's role and responsibilities. Gary states that he would like to see something that talks about minimal maintenance. Cynthia refers to the language in 250-134 B where it states that "dwellings have to be maintained at the original builder's specification level". Robert states that is impossible. That means that everything has to be new. Gary states that if it is not being maintained, what happens. Gary would like to know what tools the County has if the properties are not being maintained. Gary states there are very rundown housing developments in areas of Westchester County, such as White Plains, New Rochelle, Mount Vernon and Yonkers. Gary states he does know that there is a lot of rundown housing that is primarily occupied by people receiving public subsidy money. Cynthia asks how he knows that. Gary states that people receiving public subsidy money won't live in substandard housing. Will asks what keeps the Building Inspector from doing his inspections and issuing violations. Will states it is not any different than issuing anyone else a violation. Gary states if it is a privately owned home there would be no further action. Cynthia states there are a lot of rundown homes in North Salem. Cynthia states that one rundown home could ruin a neighborhood. Will states the Building Inspector only has one Code. He can only go one step at a time. Cynthia states these units will not be re-rented unless the County is monitoring every year. Gary refers to 250-134 on Page 19 and asks whether language should be added in regards to maintenance of rental units. Cynthia states that if the language "shall be maintained at the original builder's specification" is not agreeable, the Board should discuss using different language. Robert states we should ask Roland. Will states that a separate section needs to be added in for rentals. Cynthia states there may be one set of rules if someone has Federal Credits, and another set of rules if they don't.

Gary asks when this has to be done. Cynthia states she hoped the Board would wrap it up tonight, but it does not look like that will be the case.

Cynthia summarizes that all subdivisions of ten or more will go back to the original wording. Cynthia will go back and take a look at the original adopted language in regards to one dwelling units. Cynthia states for all units and rental units when it comes to income requirements we will clarify whether we are talking about families or individuals. We will learn from the Town Housing Board as far as what they already have in place. Cynthia will contact the County to find out how they handle the renewals. We are changing the rental unit leases from two years to one.

3. Next Meetings:

- Regular Meeting – April 4, 2012
- Work Session – April 18, 2012

4. Comments from the Chair:

- Confirm Moving the June 6th Meeting to June 13th, and the July 4th Meeting to July 11th

Cynthia states that both she and Robert have family weddings the first week in June. Cynthia speaks with the Board about pushing the Meeting ahead to June 13th. Will states he might have a conflict as he has another Board that he meets with. Cynthia states that in July our Meeting would have fallen on July 4th. Cynthia states that we may only have one Work Session during the summer months. Cynthia states that for now we will tell people that there will not be a meeting on June 6th, it will either be June 13th or June 20th , and there will not be a meeting on July 4th, it will either be July 11th, or July 18th. Charlotte states she will not be available on July 18th.

5. Resolution:

Chairwoman motions to adjourn the Planning Board Meeting. Bernard Sweeney seconds. All in favor. No opposed.