

2. **Salem Golf Club:** Todd Zorn (owner – Salem Golf Club Associates, LLC)
Sign Permit/Site Plan Waiver (location – 18 Bloomer Road)

- Consider Draft Resolution of Approval

Cynthia states that Todd Zorn is here with us tonight. Cynthia asks Mr. Zorn if he had a chance to look at the Draft Resolution. Mr. Zorn states he did and points out that on Page 3, the third line in the first paragraph should read 1 and 5 instead of 5, 6, and 7. Mr. Zorn has a question about No. 1 on Page 2 in regards to amending the Plan Sheet to show that both stone pillars shall be five (5) feet in height. Cynthia shows Mr. Zorn the Plan sheet received April 10, 2012, where 5 feet is listed on one area of the Plan, and 4 feet is listed on another area of the Plan. Mr. Zorn will make the modification in order to show the pillars being 5 feet on both areas of the Plan. Cynthia refers to the second whereas on Page 2 and states there is a pre-existing sign there. She didn't pull in the concept that the two signs mounted on the stone pillars will have lights. Cynthia will add in a new Whereas stating "the proposal is for two identical signs to be mounted on the two stone pillars and the installation of two low level light fixtures set three (3) feet in front of each pillar." Mr. Zorn states that is fine. Cynthia asks the Board whether they have any questions or comments on the Draft. Robert asks whether the lighting will be low voltage. Mr. Zorn states yes, it is on the specifications.

Robert Tompkins motions that the Planning Board Grant Site Development Plan Waiver and Sign Plan Approval for the Salem Golf Club, as Amended. Charlotte Harris seconds. All in favor. No opposed.

3. **Purdy's Farmer & the Fish:** Robert Treadway (owner – Purdy Family Trust)
Sign Permit (location – 100 Titicus Road)

- Consider Draft Resolution of Approval

Cynthia states that Robert Treadway is here with us tonight. Cynthia states the Board received an Application from Ed Taylor. Mr. Treadway is here to represent Mr. Taylor. Mr. Treadway states he is representing Thomas L. Purdy and the Purdy Estate, Edward Taylor, and Michael Kaphan, the joint partners in the Farmer & the Fish, and himself as an interested party. Cynthia asks Mr. Treadway if he has had a chance to read the Draft Resolution. Mr. Treadway states he has not seen it. Mr. Treadway states he has no idea what it says, but whatever it says, he will do. A copy of the Draft is provided to Mr. Treadway. Cynthia refers to the fifth whereas on Page 1 where it states that "the sign for which approval is sought is to be located 10 feet back from the front property line of the parcel and consists of an 8 square foot (SF) free-standing sign, being a rectangle with a width of 38 inches and height of 30 inches, mounted on two poles with an overall height no greater than five-feet, which conforms with the sign size that would be permitted for a non-residential use in a PO zone." Cynthia states that is the size of the old sign. Cynthia states she is going to add the words "and height" after "which conforms with the sign size".

Mr. Treadway refers to the Map he received from the Planning Board Office which indicates where the old sign had been, and confirms that is the location where the new sign should go. Mr. Treadway asks if the owners would like the sign to be located in a different area, what would happen then. Cynthia states the only specification listed is that the sign has to be 10 feet back from the front property line. Robert states there should be flexibility. Mr. Treadway states the inside of the sign will be framed, with raw cedar, and may be painted white. Mr. Treadway states the light will be low voltage. Cynthia talks about modifying the Application so that the sign may be placed in the general area.

Mr. Treadway states he spoke with the Building Inspector and was told that since they are on a corner, they are allowed to have another sign which is two feet by two feet. Mr. Treadway states he didn't have that information amended in the Application and asks whether he needs to file a separate Application. Cynthia

asks Mr. Treadway if the sign will look the same. Mr. Treadway states yes. Gary asks if Mr. Treadway would like the second sign to be four square feet. Mr. Treadway states yes that is what the regulations state. Gary states then the sign wouldn't be the same. Mr. Treadway states the colors and lettering would be the same. Cynthia reads the Regulations which state "for any non-residential establishment on a corner lot, at the discretion of the Planning Board, a second sign either free-standing or on a façade, not to exceed four square feet in area may be allowed. A free-standing sign must be located 10 feet from the lot line and shall not exceed six feet in height. Cynthia asks Mr. Treadway where the second sign would be located. Mr. Treadway is not sure and states possibly on a corner of the building, or on a pole. He will speak with the architect. Cynthia states that so long as you are placing one sign for the purpose of one side of the lot, and placing the second sign on the other side of the lot, you are truly doing what was intended. Mr. Treadway states the second sign may be free-standing, or on the corner of the building. It will be 10 feet back. Cynthia states the Draft will be modified to show the addition of two signs, one for the corner. Cynthia confirms that the signs will be proportionately the same. Mr. Treadway states the colors and lettering will be the same. The Board agrees with the changes. Cynthia asks if the second sign will be illuminated. Mr. Treadway states yes, unless it is going to be a problem. Gary asks whether the lights on the signs will be on all night. Cynthia states that generally the lights go off when the restaurant closes. Mr. Treadway will let the owners know. Cynthia suggests ½ hour after closing. Mr. Treadway asks if that is standard. Cynthia states that commercial establishments are supposed to close by 11:00 p.m., and lights out would be ½ hour after that. Mr. Treadway states they have a bar and a liquor license. Mr. Treadway states that bars in New York City are open until 4:00 a.m. Cynthia suggests Mr. Treadway speak with the Building Inspector. Cynthia states this is a pre-existing, non-conforming use. Cynthia states she will also research this. For now, the Draft Resolution will be changed so as the lights will go out ½ hour after closing.

Robert Tompkins motions that the Planning Board Grant Sign Plan Approval for Purdy's Farmer & the Fish Restaurant, as Amended. Charlotte Harris seconds. All in favor. No opposed.

After the motion Cynthia states that Michael Sirignano has not arrived for the Titicus Road Commons Application, so the Board will jump down to the Work Session until he arrives.

WORK SESSION:

4. Continue Discussion Regarding the Following Chapter Amendment:

- Chapter 250 Regarding Affordable Housing Criteria

Cynthia states that tonight the Board will resolve the Affordable Housing Amendments so they may be referred to the Town Board. Cynthia states that tomorrow, she and Supervisor Lucas will be going down to the County to meet with Ed Buroughs. Cynthia states Supervisor Lucas has a few questions for Mr. Buroughs. Cynthia is still waiting to receive the three options from the County in regards to the income formula, as well as a sample of the Federal Internal Revenue Service Regulations. Cynthia states she may be able to obtain a sample from another source. These issues do not reflect what we are doing tonight. Cynthia wanted to let the Board know that those issues will hopefully be resolved by the next Regular Meeting. Cynthia states the Board is still working off the second draft. She would like to go through it very quickly to confirm we are still on the same page. Hopefully tonight we will agree to refer this draft over to the Town Board so they may get it out to the public for comments, and referrals down to the County. Cynthia refers to Page 1 and states that instead of listing the specific projects that were pre-approved under the pre-existing MIH, maybe we can state something like "generically the units approved under the Code between its adoption in 1987 and the effective date of these amendments". Will states he thought we were going to eliminate the name, but leave the address. Cynthia asks the Board whether they would like to be specific or generic in the timeframe for the pre-approved MIH Units. The Board confirms generic. Will states that will leave a question as to what they are.

Cynthia states it would be whatever has been approved by the Town from 1987 until now. Will asks whether there are any other MIH units. Cynthia states no, there are only three places. Will states the language was taken from what was done elsewhere in the Code where we specifically name the areas around Peach Lake. Cynthia states it seems odd to her for them to be specific. Will states that is fine.

Gary states we keep going over this, but what is a “family”. Cynthia states the definition is in the Zoning Ordinance. It reads “Any number of individuals living together and doing their cooking as a single housekeeping unit on the premises, as distinguished from a group occupying a boarding room, boarding house, hotel, or motel”. Robert asks if this is our Town’s Definition. Cynthia states this has been the Definition since 1991. Cynthia states when we first wrote it, the Town Attorney did a lot of research on all of the cases involving whether or not zoning may limit or specifically define the number of people. Cynthia states the word “related” cannot be in the Definition. Cynthia states it is more a function of the zoning. The building is being used as a single-family by a group of people. Charlotte states it allows for a lot. Cynthia states that locks may not be on bedroom doors. Cynthia states that cooking equipment may not be in bedrooms. Cynthia states there are specific things people cannot do. Will states it is a constitutional issue. Will states the prior definition may have had the word “related” in it, and it was eliminated.

John Vassak requests the Definition be repeated. Cynthia states sure. Cynthia states this Definition may also be found online in the Code under Terminology. Cynthia states the definition reads “Any number of individuals living together and doing their cooking as a single housekeeping unit on the premises, as distinguished from a group occupying a boarding room, boarding house, hotel or motel”.

Cynthia refers to Page 2, Item 2, and states we are not going to drop the number down to 5 we are going to stay with 10. So that all subdivisions of 10 or more lots shall be required to provide one unit of affordable housing, as the Ordinance currently states. Cynthia states in that instance, we are not following the suggestion of the Model Ordinance, which states to add one unit of affordable housing for five lots. Cynthia states the same correction will be made on Page 3.

Cynthia refers to Page 4 and states she does not believe anyone had an issue with this page. Cynthia asks Will to speak up if he has any notes on any of these pages so we may recap any changes.

Gary refers to Page 5, Item E and asks how there can be a single-family dwelling with two dwellings. Cynthia states we are in the Supplemental Requirements for high and medium-density residential developments. Cynthia states that single-family dwelling units with an attached one-bedroom dwelling are specific uses in the Use Table. Gary is not questioning the use, he is questioning the Definition. How can it be a single-family dwelling if there are two dwellings? Will states it is a single-family unit with an accessory apartment. Cynthia states this is how it was written for the multi-family zoning. Gary inquires whether it is limited to a one-bedroom and it can’t be a studio, efficiency, or a two-bedroom. Cynthia states yes, that is how it is listed in the Use Table where it states “medium density single-family units with one-bedroom dwelling. Gary asks what about high density. Cynthia states this is the R-MF-4. Will is not sure whether an efficiency would or would not count, and may be limited to a single bedroom. Cynthia states that in the R-MF-6, it would be the exact same wording, “high-density single-family units with one-bedroom dwellings. Will states that one-bedroom zoning is defined as a dwelling unit with no more than one-bedroom, provided with bathroom, kitchen, and living facilities attached to and separate from the housekeeping facilities of a main, single-family dwelling”. Will states it would not necessarily rule out an efficiency. Will agrees with Gary that it may not be clear, and states in order to amend the Definition, all the Use Tables will have to be amended.

Cynthia refers to Page 6 and states it is there to show how the recreational facilities section/open space will work.

Cynthia refers to Page 7 and states this section talks about the Planned Development – Continuing Care Retirement Community District (PD-CCRC).

Cynthia refers to Page 8 and states that Will just picked up an error from the previous version in No. 4.

Cynthia refers to Page 9 and states we are in the middle of the PD-CCRC section where new wording has been brought in regards to affordable housing. Cynthia states the concept is the same as it was when it was adopted.

Cynthia refers to Page 10 and states this Page is there for reference.

Cynthia refers to Page 11 and states we are now in the Moderate-Income Housing and Affordable Housing Regulations of the Code. Cynthia refers to 250-123(B)(1)(a) and states we are deleting the words “to be submitted by families” where it is mentioned in that paragraph. Gary refers to the statement in that paragraph regarding the public notice of the availability for the units and asks why an application may not be submitted at any time. Cynthia states that language was taken from the existing Ordinance. Cynthia states it is written for the first shot at it, there will be public notice. Cynthia refers to the question as to whether someone may submit without future public notice, and states there is nothing that states applications will not continue to be accepted. There is a discussion regarding people staying on the waiting list. Cynthia states something is needed to start the process. Gary states he is not questioning the start of the process, he is questioning day 2. Cynthia refers to Page 12, Item b where it talks about the maintenance of an eligibility priority list. Cynthia states there is nothing that says they won’t continue to accept names forever. Once the public notice is out there, they have to accept names and keep them on the list. Gary asks whether the public notice list will have an expiration date. Will refers to the Housing Board maintaining a list. Gary asks who they would contact to get on the list. Cynthia states the Secretary to the Housing Board, Janice Will, in the Building Department maintains the list. Cynthia states that Janice has a list from when the apartments went up in Croton Falls. Gary asks whether the language referring to the Housing Board Chairman should be changed to Housing Board Secretary. Cynthia states that technically it is the Housing Board, the Secretary acts on their behalf. Cynthia states the word rent is being taken out at the bottom of this section because this section is all about units for purchase.

Cynthia refers to Page 12, Item 2. Will states to be consistent he thought we were going to take out the words “by households”. Cynthia agrees. Cynthia states that Item 2 on Page 12 is all about the new Affordable Housing Regulations. Cynthia states the first section has both purchase and rent and asks whether the previous section should be the same. Will states we had talked about the rents and definition, as well as not naming them specifically. At the end it says that these are now affordable units. They are not longer moderate income units. Single family homes will remain in the MIH.

Gary refers to Page 13, Item e and asks whether the Housing Board will be doing inspections. Cynthia states that the Housing Board may contact the Building Inspector and have him go out. Gary states he is not referring so much to an inspection of the building, he is referring to how many people are living in the unit, and what their income is. Cynthia states that is all part of the application paperwork to be submitted. Gary states that what happens when it is a year down the road and two people may be living in the unit. Who will check our income? Cynthia states that under the rules, income would have to be reaffirmed to the Town Housing Board. Will states that a complex that has either the County or an entity looking at it, the Housing Board still has an ultimate role as an overseer. The day to day work, or grunt work, could still be carried out by others. It is still the Town’s responsibility to make sure the regulations are being followed. Cynthia states that they have to either accept a one line sentence from the people who are monitoring, stating that everything is in order, ask for a complete computer run, or every single application. It is up to the Housing Board because they are ultimately responsible for the final sign off. Gary asks what happens if people are not in

compliance. Cynthia states we will get to that.

Gary asks if there is a restriction about what is required in terms of stove, refrigerator, minimum or maximum bathroom facilities, or anything like that. Cynthia states no. Cynthia refers to 250-125 on the top of Page 14 and states there is wording in the Model Ordinance that the Board may like to consider including. It has to do with the appearance of the unit. Cynthia states that specifically when the units are blended in a development, the County has suggested wording such as “all such units shall be indistinguishable in appearance, siding, and exterior designs from the other single-family homes in the development for the furthest extent possible. Charlotte and Gary state the wording should be added to this draft. Cynthia agrees that it might be nice to pull this sentence over to the draft. Cynthia asks Will if he has this wording. Will confirms it is No. 7 in the Model Ordinance. Cynthia suggests Will take that exact wording, or something close to it. Will asks whether this should be added to the end of 250-125. The Board confirms yes. Gary refers to 250-128 on Page 14, and states the wording does not sound right. Gary asks if the basis for computing family income is standard. Gary talks about the submittal of W2 forms in order to show family income. Cynthia states this is referring to the MIH section. This is the old standard for how Salem Chase was done. Gary understands that, but it doesn't state this is a standard. It states that we are going to use the annual salary paid to determine the family's income. Gary asks whether it would be the income of the Applicant's. Cynthia states that somewhere there is a definition in the MIH section of how family income is calculated. Cynthia states that all qualifying members would be included, which also include a certain amount of children. Cynthia refers to Page 15 and states these next three sections define family income and how it is used and calculated. Will states it is the mean annual salary in Town. Cynthia refers to Page 15, Item 3 where it states that family income shall include the gross income from all sources for all family members, utilizing the latest federal income tax returns in addition to full disclosure of assets. Gary asks what this has to do with the Town's average annual salary. Cynthia states that is the index. It is calculated every year. There is a discussion about changing the language in 250-128(A)(1). Will suggests language be added such as “the index for eligibility is the mean annual salary paid to North Salem employees”. Gary states that is fine. Gary refers to Page 15, Item 3 and states we ask for wealth and we allow people to be ineligible based on their income, so why do we ask for wealth, is someone ineligible if they are a millionaire? Cynthia states we can assign an income producing value to some of their assets. At the end of the day, if someone is a millionaire, and their income qualifies them, we have to accept them. Gary talks about not only asking for wealth, but asking for wealth broken down by categories, i.e., stocks, bonds, real estate, pension funds, etc. Cynthia states there is a whole system that the Housing Board has set up. Robert states the language reads that all sources of income are to be provided. Cynthia states the Housing Board already has a form which states what they ask for. Cynthia suggests the Board receive confirmation from Anthony Navarro. This section just provides a basis for asking for the information. Gary states it still does not read properly. Gary refers to the language on Page 15, Item 3 where it states “non-income producing assets may be assigned an income-producing value. Cynthia refers to someone selling a house and wanting to apply a certain percentage of the income from the sale of the house to be added to the qualifying income.

Will refers to 250-128 on Page 14 and states the income eligibility is a moving target. Will asks whether the language should be changed to read “the base index”. The Board agrees.

Gary states there are two Definitions for income eligibility. There is a Definition on Page 14 which is based on Town Standards, and then on Page 15 it is based on HUD Standards. Will states that is correct, there are two different uses. Cynthia states the Town Standards are only going to be used for the pre-existing five units at the Salem Chase development. Will states the HUD Standards are for the affordable housing. Cynthia states the seven existing rental units have been and will continue using the HUD formula. Cynthia states the only development using the moderate income housing basis is the five units at Salem Chase. Cynthia states we have to hold on to this in fairness to those units.

Gary refers to Page 16, Item B and asks whether the blanks will be filled in. Cynthia states yes, we are waiting for the County to give us the income basis that they use. Gary asks whether it is the County, or our Town Clerk? Cynthia states we were going to follow the County data from the Model Ordinance since this is now an AMI basis. Gary states that it might be clear to other people, but it is not clear to him whether we are using Town, County, or Federal Standards. Cynthia states when we see the words MIH we are using the County basis which only refers to the five units in Salem Chase. We are using the affordable housing basis which is the AMI for HUD for all the other units. Gary asks whether the County sends HUD the Standards. Cynthia states that one of the three options is to be picked. Cynthia refers to the range and states the language is not clear. Cynthia talks about the language being filled in at the Town Board level. Cynthia states there is a reference, but nothing specific. Will states this all goes back to the definition and the 80 or 60 percent AMI. Cynthia asks whether it may be done generically or by percentage. Will states probably, but we will have better clarity after speaking with the County.

Cynthia refers to Page 17 and states that a change has been made from a two-year lease to a one-year lease, which is her understanding from the last discussion with the Board. Gary would like to know what we are changing. Cynthia states the term of the lease. The document was originally was drafted to allow for a two-year lease, and if someone qualified, they would be renewed for another two-year lease. At the last Meeting the Board discussed changing the term to one year. Gary asks whether A and B will change. Cynthia states both A and B will change. Gary states that A refers to the initial lease. Gary talks about making the change to a one-year initial lease. Cynthia states that is the question for the Board. Robert and Gary do not remember that discussion. Will states we were looking to be consistent with the terms of what HUD requires. Gary states if HUD says one year, we have to be in compliance with them. Will states then we will be inconsistent with the Code. Robert states that is the reason for the change. Cynthia states it may be better to go through the whole process of reaffirming all the income and eligibilities on a one year basis. Cynthia states that is what the County will be doing under its regulations. Will states the language may be changed to read “a minimum of one year”. Will states that one-year is standard practice. Gary has no problem with making it one year. Gary refers to B and states the language should read “60 or 90 days before renewal”. There should be time to review the information. Cynthia states that may be addressed in the Housing Board regulations, but she has no problem with adding the language into this draft. Gary does not care whether it is a one-year lease, two-year lease, or a minimum of one or maximum of two, whatever we have to do to be in compliance with County and Federal.

Gary refers to the top of Page 18, Item C. Cynthia states this is where the County suggested three options and Will drafted this one. Gary gives an example of having an income standard of \$100,000 and the person living there now makes \$50,000, their income goes up by 20% so they are making \$60,000. The way this reads, they would be kicked out. Gary states they shouldn't be because they are only making \$60,000 and the standard is \$100,000. Cynthia states there is a maximum qualifying income. Another example would be when there is a maximum of \$50,000, and the person makes \$30,000 so they qualify. Their income goes up to \$40,000, which is an increase of 33%. They would still qualify, but their income has risen more than 20%. Cynthia understands and states the section should be worked on. Will states he has a version that has the words “has risen by 20% or more” struck out. Gary states the words “one year” will also come out. Gary states we have been using the word family, so why are we using the word tenant. Will states we have been using the word household, not family. Will states he will make the change from tenant to household. Gary refers to the people moving in and out throughout the course of the year and asks when is the definition of family defined. Cynthia states the definition has not changed. On the renewal of the lease, all of the people will have to submit their income. Gary rephrases his question and asks how many names have to be on the lease. Cynthia does not know how many names are required to be on the lease. She knows how many incomes must be considered, and it is all the incomes of the adults and qualifying people living there. Gary states that the key word is “living”. Gary refers to a person living there just during the summer months and asks whether that person's income would count. Gary asks what the definition of “living” is. Cynthia states a similar question

came up at the Public Hearing when there was a discussion about having a superintendent on site to make sure there is not a flow of people coming in and out. Will asks the Board whether they would like to have everyone living in the dwelling be on the lease. The Board states yes. Charlotte asks what about children. Cynthia states there are definitions the State has on residences. Gary states he would define it so as to say that anyone living there is paying taxes as a Westchester County and New York State resident at a minimum. Gary talks about how many people may move in and out of the apartment. Cynthia states there is a definition and a timeframe as to where someone declares their residency. Cynthia states there may be a resident of Manhattan who spends weekends up here. How would the situation be treated if someone were spending six months here and six months somewhere else? Cynthia talks about the Board coming up with a timeframe that seems reasonable. If someone is spending more than six months here, we want to make sure they are considered a resident. Charlotte states that having a rotating group of people may make it tricky. Gary is trying to make sure that one of these two or three bedroom apartments do not have 10 or 12 adults wondering through it over the course of a year. They all may make a decent amount of money, but because of the way we have defined it, may be allowed to continue to use the space. Gary states the intention is to have a family, people with children. Gary sees the potential for abuse. Gary states he doesn't have the answers. Will refers to Page 18, Item C, where it talks about time. Cynthia states the word "boarding" is there. The Board discusses adding in language so that all that reside shall be on the lease. Gary suggests all people over the age of 18 shall have their name on the lease. Cynthia states we are in the deed restriction section now. Gary states the language wouldn't go there. Gary states that those phrases should be added in. Will agrees and states he will add them in. Cynthia refers to Page 18, Item C and states that Anthony Navarro finished that sentence by stating "in accordance with the current policy of the Town Housing Board".

Cynthia states the next section on Page 18 is in regards to Marketing. In this section we are trying to establish who will do the bulk of the work. Cynthia states that obviously the Town Housing Board oversees it all and has the final say, we don't want to overburden them. Cynthia refers to Page 19, Item (B)(1) which state we are going to follow the Marketing Plan for affordable housing. Items 2 and 3 are not developed yet. We are trying to accomplish putting the burden of the work first on the developer, second on the homeowners association, if there is one, and ultimately on the owner or Housing Board. Cynthia states that all of it will be overseen by the Housing Board. Robert asks where the County comes in. Will states he will add in the County. Robert states we should start with the County. Will states the County will be tied to the developer. Cynthia states it will be the developer, County, HOA, and owner, as overseen and approved by the Town Housing Board. Gary refers to Item 3 on Page 19 where it states "If no Developer or Project Owner, Housing Board and Owner". Cynthia states we are going to take the Housing Board out, and add in language about them being the overseer. It will read "If no Developer or Project Owner", it will be the Owner of the unit. Will states the language will be clear. Will states that there could be a Developer and a Project Owner, and a Developer who is the Project Owner. That is the distinction as opposed to one person building one house or one rental. Will states he will make it clear. Cynthia states there may be a situation when there is a HOA for a rental. Gary asks why the owner would ever agree to let someone else call the shots.

Gary refers to 250-134 on Page 19 in regards to maintenance, upkeep and repairs and states it seems to him that we need to distinguish between owners and renters. In a situation of an apartment building, why would we not want someone to do emergency repairs. Will states that the Board talked about that and agreed that the language used for the houses should be the same for the rental properties. Cynthia has a note written next to the last draft in regards to having the renters do the same as homeownership. Gary states that is for Item B, what about Item A. Cynthia states the question was for both Items A and B. Gary talks about an individual home that is part of affordable housing and states that waiting for emergency repairs to be approved first, will open us up to legal issues. Robert agrees. Gary talks about plumbing issues, or a tree falling on a house. Cynthia states there is language about the Building Inspector being responsible for inspecting the repair work when completed. Gary states the Building Inspector may not be available. Will states there is a difference between making a repair to keep the building from falling down, and repairing it until it is finished. Will

states that a repair is different from fixing something so it does not fall on someone's head. Will states that repair is permanent. Gary asks what is considered temporary. Gary states if something is not fixed someone may be hurt. Cynthia states this language is in the current Code which has been reviewed by the Building Inspector and Town Attorney. She believes Will is correct that this is talking about the next step after making emergency, temporary work. When someone goes to do the repairs, the Building Inspector must be involved. Will states that if the unit is not safe enough someone should not be living there. Cynthia states she will highlight this so that when the document goes over to the Town Board, they may ask the Building Inspector to weigh in again. Gary states the maintenance, upkeep and repairs for the rental units should be treated and handled differently than the maintenance, upkeep and repairs for a single-family unit. Cynthia asks why. Gary states that a single-family unit owner who pumps \$50,000 into his home, will want to make that \$50,000 back. Cynthia states that cannot be done. Will states it depends on how much he makes. Cynthia states it is spelled out in a different section and we have already been through it with some of the owners. Gary states it should be treated different for owners versus renters. Gary states that a person who owns an apartment should be able to make any improvements or repairs, versus a person in a single-family home. Cynthia states this is for emergencies. Charlotte states it is just so that it is done properly. The Building Inspector should weigh in on structural repairs. There is discussion about what would be considered a major repair. Cynthia states at the time someone is thinking about spending \$50,000 into a repair, it is a time for the Housing Board to state one more time that it is okay for the work to be done, but don't expect to turn around and sell it to get that money back. Cynthia states the main reason we want this to go through the Housing Board is because we want people to be reminded they might not get the return they want. It is not to say they can't do it. It is to remind them that they shouldn't come after the Town if it is determined the people cannot recoup the improvement money. Gary asks if the Town has any approval over what Wilder Balter sells his complex for. Cynthia does not believe so and states that we assess rentals on the income from the rent. Gary states if Wilder Balter wants to significantly rehabilitate an apartment, he shouldn't need an approval from anyone. Will states an approval would be required from the Building Inspector. Cynthia states there are plumbing and electrical permits. Cynthia suggests Gary speak with Bruce. It depends on what changes are being made. Will states there are permits that someone may obtain as a homeowner. Gary talks about Wilder Balter having to go through the Building Inspector and Housing Board every time they want to rehabilitate a unit. Cynthia states we actually want to make sure the number of bedrooms, and size of the structures are not changed.

Cynthia asks the Board whether we can get this over to the Town Board, as they haven't seen it yet. This Board has put a lot of work in. Cynthia strongly recommends we let the Town Board take a look at it. Bernard states he would like to see a clean version first without draft all over it. Cynthia states we have to keep the word draft for now. Gary is fine with sending it over. Will states he will provide a clean version. This will be reviewed at the first Meeting in May, and then the Board may consider making a referral to the Town Board.

Gary refers to Page 21 and states we give preference to people under 35 and over the age of 62 and asks why are people 50 years of age are discriminated. Cynthia states this is the way the Chapter was, if Gary wants it to be changed, he should make a recommendation.

Cynthia confirms that the Board will have a cleaned up version for the May 2nd Meeting. The Board may consider making a recommendation to the Town Board. The Board will hopefully have a cleaned up version the week before the Meeting. Will states that would be next week.

5. Comments from the Chair:

- Bridleside Format for Public Hearing Responses

Cynthia states that we will continue with the Public Hearing at the May 2nd Meeting. The Applicant is working on the responses to all of the questions and comments that they have received. The Applicant has

asked whether they should go through it as the questions were asked, or whether they should rebundle it in order to put questions together depending on the topic. Cynthia states that her response was for them to do it the way we handled the EIS, which was to bundle them together. Every question will be identified and answered.

Cynthia states that the Board may recall when they approved a Boundary Line Adjustment for the Edmonds property on Baxter Road. They are changing the access to their horse operation in the back with a new access road that has a DEC wetlands area. It is possible that our Board may have this Wetland Permit Application referred to us. A SWPPP Application will also be required. Cynthia states that Bruce is away at a conference. He will determine whether it will stay under his jurisdiction or whether it will be referred to the Planning Board. The Applicant is anxious to begin speaking with the Town Engineer in regards to the SWPPP aspects of it, so they may put the Plan together properly. Cynthia asks the Board whether the Applicant may have direct access to have a Meeting with Frank on the SWPPP portion. Gary states fine. Cynthia states she will try to sit in on that Meeting if she is available. Dawn may sit in too.

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

- Referral of Zoning Amendment to Town Board

Cynthia states we have suggested amendments to the Code which all have to do with accessory apartments. We basically have two sets of accessory apartments. Those that are affiliated with single family homes, and those that are located above stores. Cynthia states there was a suggestion to separate the two, and make the apartments above stores or in commercial districts to be a Conditional Use of the Planning Board because those individuals will be coming before us for Site Plan. All the others will go through the Zoning Board of Appeals (ZBA). Cynthia refers to the draft and states she left in the Bulk Table column as not applicable, but she didn't like that. It seems to her that there should be bulk requirements and they should take on the bulk requirements of the principal use of that District. Cynthia states that will be amended. Cynthia states we could have situations in a residential zone of having a pre-existing non-residential use, and we could have examples in commercial zones of pre-existing residences. Cynthia knows for a fact that we have people living in homes that are in the middle of a Commercial Zone. We have them on Fields Lane in the RO District, as well as in the PO District in Croton Falls. We don't want to prevent them from having accessory apartments in their homes, or structures. Cynthia states that Will came up with a great suggestion of leaving it in the Bulk Table, but apartments, accessories in single-family dwellings will remain as a permitted use by Special Permit of the ZBA. We will make specific reference to that section of the Conditional Use Standards. The column that we are adding for the Planning Board, will be called "Apartments Accessory to a Commercial Establishment". We will run it in the two different columns with each having separate standards. Robert states if an apartment is in on a commercial site, they would come before us anyway. Robert states it stops us from writing letters on their behalf. Cynthia asks the Board if the revisions are made, whether they feel comfortable referring this Draft over to the Town Board. The Board states yes.

Chairwoman motions that the Planning Board Refer the Zoning Petition Amendments for Accessory Apartments to the Town Board as Amended. Gary seconds. All in favor. No opposed.

After the motion, Jack Gress asks if the draft will be available when it is referred to the Town Board. Cynthia states it will become available as soon as we received the cleaned up draft back from Will. When we post it on the Agenda for the next Meeting, it should be available as an attachment in Granicus. Mr. Gress states that he was looking for it, but couldn't find it. Cynthia states the Board has been working off the same draft for the last two Meetings. Cynthia asks Mr. Gress if he would like a copy of the draft. Mr. Gress will wait for a cleaned up version.

7. Next Meetings:

- Regular Meeting – May 2, 2012
- Work Session – May 16, 2012

8. Resolution:

Robert Tompkins motions to adjourn the Planning Board Meeting. Charlotte Harris seconds. All in favor. No opposed.