



VILLAGE OF
PORT CHESTER
222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Planning and Development Department
Department: Office of the Village Attorney

BOT Meeting Date: 5/2/2016

Item Type: Public Hearing

Sponsor's Name:	Anthony Cerreto, Village Attorney
Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development
Sponsor's Name:	Vincent Masucci, Village Engineer

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
			N/A		
	Yes	No			
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

Agenda Heading Title
(Will appear as indicated below on Agenda)

Public Hearing to Accept the Offer of Dedication of Nella Way as a Village Street

Summary

Background

Graceland Terrace Housing Development Corp. has offered for dedication a road, known as Nella Way, as a village street.

This roadway is part of the now-completed Fox Commons affordable housing project which was facilitated through a public-private partnership with the developer, Westchester County, New York State and the Village.

Pursuant to an agreement between the developer and the Village, the developer is required to transfer ownership of the roadway, and infrastructure improvements which were funded by the County, to the Village.

All interested parties, including the homeowner's association for the development, have requested that the Village proceed to accept the street. The attorney for the homeowners association, Ronald Sher, Himmelfarb & Sher, has appeared and advocated that the Village proceed.

State Law requires a public hearing to accept a street.

At the April 4, 2016 Board of Trustees meeting, members had the following questions (answers in italics):

1. Trustee Marino: "The fence that blocks Alto into the street - is there anything we are going to do or is it going to stay like that? You can drive through Alto. Actually before the fence it was bushes and we made it to move the first time because they were blocking access to the fire department so for easy access they put a fence. Do we need the fence to be there blocking the street? It's easy for the fire truck to go around, I don't know."

Both the Fire and Police Departments have no issue with the existing gate.

The Final Site Plan Approval for Fox Island Road Affordable Housing Townhouse Project Lazz Development Company (issued by the Planning Commission on August 28, 2006), Condition 7 states: "Initial construction access into the site shall be provided through Alto Avenue. Once the roadway connection to Fox Island Road is created, the Alto Avenue construction entrance shall be removed, restored and it shall be permanently converted to an emergency accessway." The record shows that the Village was particularly sensitive to the residents on Alto Avenue who expressed concern about through traffic from the development.

At a November 29, 2010 Planning Commission meeting, the subject of emergency access to the site was discussed. Although the approved site plan showed a proposed gate at the end of Alta Avenue, the gate was in fact relocated at the other end of the emergency accessway to be part of a the decorative stockade fence along Nella Way. The minutes state: "It was noted planters now replaced the locked-sliding gate...[and it was] suggested emergency service providers sign off on the plan, but the Building Inspector has the authority to approve it." The Planning Commission accepted the administrative change in the site plan, known as a "field change", with the caveat that emergency services approve same. However, despite such action of the Planning Commission, we were unable to

locate a record of such departmental approval. Therefore, we took the opportunity to obtain memos from these Departments verifying that the current condition is satisfactory..

2. Trustee Brakewood: “Is this road up to Village standards? I’d like the Village Engineer to say, ‘yes this road meets Village standard,’ I want to know what variances were issued if any, especially for the cul de sac or anything like that. I just want to make sure we can continue to service the road.” Mayor Pilla: “We just want to make sure that the plow can get in and out.”

The Village Engineer has investigated the matter. (see his memorandum).

3. Trustee Ceccarelli: “It’s basically an opportunity for people to go through Nella Way to get to Edgewood Park for the soccer field, and I’m wondering, those parking spaces that are set up for people who live there, I’m not sure whether or not that takes away their right to park. I’m glad we are putting parking on Grace Church Street so that people can access Edgewood Park from that location but coming from Nella Way going into the Park, are they going to park on that street? Is there parking availability for them to be able to do that? What kind of changes are going to go on that street from the lined parking that goes on along the fence that goes along 95 to allow now a thoroughfare to go through there?”

Yes, there will be sufficient parking for such uses. Appropriate parking regulations will be developed in consultation with the Traffic Sergeant and Traffic Commission to assure availability of parking spaces.

The Final Site Plan Approval states: “Off-street parking will be provided within a garage and driveway for each unit, as well as within a new parking area along the I-95 frontage of the site, that will also serve Edgewood Park.” The plan does not detail the size and location of the parking spaces.

The Village received grant funding to make improvements to Edgewood Park with the understanding that Nella Way would provide access and parking to the lower portion of the park. In discussions with the County Planning Department, the County does not dictate to the Village a certain level of parking on Nella Way. Based on discussions with the Traffic Sergeant, there is striped parking spaces along Nella Way bordering I-95 but this striping is discontinued past the emergency accessway to Alto Avenue.

Should the Board be satisfied and move to conclude this matter, it should close the public hearing and direct the preparation of the appropriate resolution for the next meeting to accept Nella Way as a Village Street.

Proposed Action
That the Board of Trustees adopt the Resolution

Attachments

- Letter from Graceland Terrace Housing Development Corp.
- Letter from Norma Drummond, Deputy Commissioner, County Planning Department
- Negative declaration and resolution from Planning Commission granting final site plan approval
- Meeting minutes from the November 29, 2010 Planning Commission meeting
- Inter-Municipal Agreement
- Developer-Municipal Agreement
- Memorandum from the Village Engineer
- Letter from the Fire Department
- E-mail from the Police Department

**GRACELAND TERRACE
HOUSING DEVELOPMENT CORP.**

211 South Ridge Street, Suite 3R
Rye Brook, NY 10573

Phone: 914-241-3550

Fax: 914-939-8973

February 24, 2015

Hon. Neil Pagano
Mayor, Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

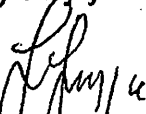
Re: Nella Way Road Dedication

Dear Mayor Pagano & Members of the Village Board of Trustees:
As part of the development of the Fox Commons Affordable Housing Development, the Village of Port Chester, County of Westchester and the developer entered into an Inter-Municipal Agreement and a Developer-Municipal Agreement establishing that the developer would transfer ownership of the infrastructure improvement property including the roadway known as Nella Way to the Village of Port Chester upon completion of the development. The developer hereby offers said road to be dedicated to the Village of Port Chester pursuant to the IMA and DMA.

We have instructed our attorney, John B. Colangelo, Esq., to prepare the necessary transfer documents and coordinate the road dedication with Village Attorney Anthony Cerreto.

If you require additional information in this regard, please contact Mr. Colangelo directly.

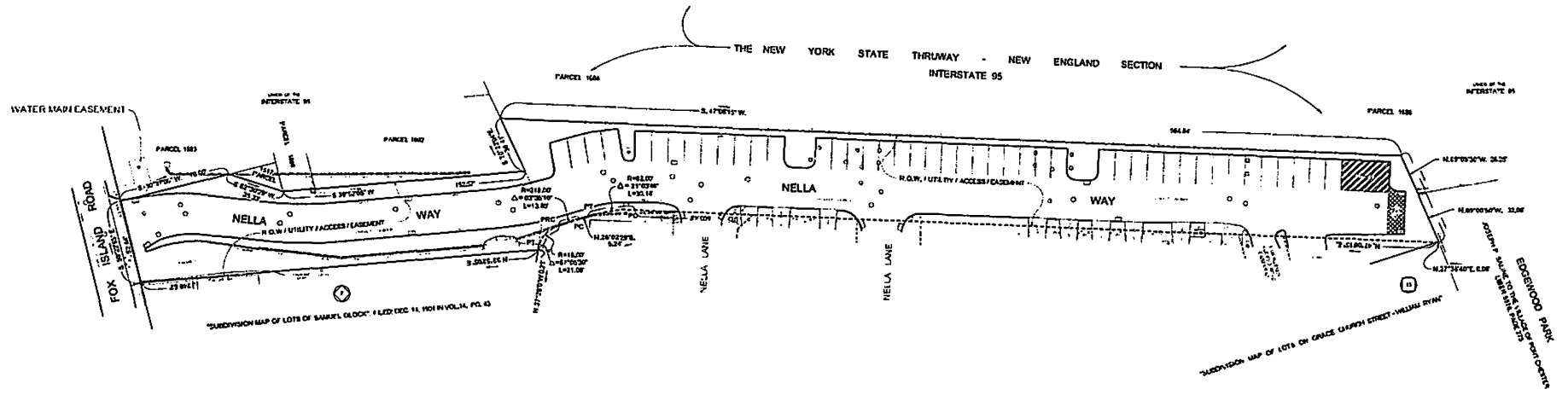
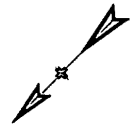
Very truly yours,



GRACELAND TERRACE HOUSING DEVELOPMENT FUND CORP.
As Nominee for FOX COMMONS LLC

MAP OF
 R.O.W. / UTILITY / ACCESS / EASEMENT
 PREPARED FOR
FOX COMMONS, LLC
 SITUATED IN THE
VILLAGE of PORT CHESTER
 TOWN of RYE
 of
 WESTCHESTER COUNTY
 NEW YORK
 SCALE: 1"=40'
 AS SHOWN ON MAP OF 11/16/2015, P. 10

THE ABOVE UTILITY ACCESS/EASEMENT AS SHOWN HEREON BEING THE SAME AS SHOWN ON THE RECORD MAP AS SHOWN BY THE RECORD MAP NUMBERED BY THE COUNTY OF WESTCHESTER COUNTY AS SHOWN BY THE COUNTY CLERK'S OFFICE TO THE COUNTY OF WESTCHESTER, NEW YORK, DATED JULY 23, 2015 AS SAID RECORD MAP IS FILED IN THE COUNTY CLERK'S OFFICE, COUNTY OF WESTCHESTER ON 06/23/2015 AS SHOWN BY THE RECORD MAP NUMBER.



R.O.W. / UTILITY / ACCESS / EASEMENT AREA : 44,003 SQ. FT. = 1.01 ACRES

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THIS MAP WAS PREPARED FOR AND PROVIDED FOR THE USE OF THE DEPARTMENT AND/OR PLANNING BOARD REVIEW PURPOSES ONLY. OTHER PROFESSIONALS AND/OR CONTRACTORS SHOULD NOT BE RELIED UPON FOR THE ACCURACY OF THIS MAP. THIS MAP WAS NOT PREPARED OR INTERFERED FOR TITLE PURPOSES AND SHOULD NOT BE USED FOR TITLE CONVEYANCE PURPOSES.

MAPPING PREPARED BY THE OFFICE OF:



Robert P. Astorino
County Executive

Department of Planning

Edward Buroughs, AICP
Commissioner

March 15, 2016

Hon. Dennis Pilla
Mayor, Village of Port Chester
333 Grace Church Street
Port Chester, New York 10573

SUBJECT: Village Acceptance of Nella Way

Dear Mayor Pilla:

The Village of Port Chester, Westchester County and Lazz Development completed the development of the Fox Commons affordable housing development back in 2010. As part of that development, the County provided funding to the Village for a new public road to be built (Nella Way) to give access to Village residents to the new soccer fields created on the lower level of Edgewood Park. The County's funding required that the road be publicly owned and the County have an ownership interest by easement over the property for the life of the bonds. In addition, the Inter-Municipal Agreement (IMA) between the County and the Village and the Developer-Municipal Agreement (DMA) between the Developer and the Village both established that the Developer would transfer ownership of the infrastructure improvements property, which includes the roadway, to the Village upon completion of the development.

I understand that the Village has never accepted the completed roadway. Once again, I remind you of the Village's obligation under the IMA to complete this transaction. If there is some basis for the Village to not accept the roadway, please let me know as soon as possible so we can resolve this issue.

If you have any questions, please feel free to contact me at (914) 995-2427.

Sincerely,



Norma V. Drummond
Deputy Commissioner

cc: Anthony Cerretto, Village Attorney
Lou Larizza, Lazz Development



617.21
Appendix F
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number _____

Date April 25, 2005

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Port Chester Planning Commission as lead agency, has determined that the proposed action described below will not have a significant effect on the environmental and a Draft Environmental Impact Statement will not be prepared.

Name of Action:

Fox Island Road Affordable Housing Townhouse Project

SEQR Status:Type I Unlisted **Conditioned Negative Declaration:**Yes No **Description of Action:**

The project involves the development of a 33-unit townhouse "workforce" housing or moderate-income project. The site would be accessed from a new driveway onto Fox Island Road and an internal roadway network that will serve 7 building clusters. Off-street parking will be provided within a garage and driveway for each unit, as well as within a new parking area along the I-95 frontage of the site, that will also provide public parking for Edgewood Park. The project will be served by municipal water and sewage infrastructure.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

The site is located between Fox Island Road, Greenwood Avenue, Alto Avenue, I-95, Port Chester, Westchester County

REASONS SUPPORTING THIS DETERMINATION:

See attached.

If **Conditioned Negative Declaration**, provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person: Richard A. Falanka, Village Manager
Address: 10 Pearl Street, Port Chester, NY 10573
Telephone Number: 914-939-2200

For Type I Actions and Conditioned Negative declarations, a Copy of the Notice sent to:

Commissioner, Dep't of Environmental Conservation, 50 Wolf Road, Albany, NY 12233-0001
NYSDEC Region 3, 21 South Putt Corners Road, New Paltz, NY 12561
Mayor, Village of Port Chester, 10 Pearl Street, Port Chester, NY 10573

REASONS SUPPORTING THIS DETERMINATION

1. The proposed construction of 33 new townhouses, roadways, parking areas and associated site improvements will not result in a measurable adverse change in existing air quality. The site lies adjacent to I-95, which is currently a significant contributor to the region's degraded air quality. Any long term, permanent air quality impacts created by the proposed project would be negligible compared to those currently generated by the interstate highway. Temporary short-term air quality impacts may result from construction related activities. These impacts will be mitigated through the implementation of Best Management Practices and through maintaining construction equipment in good working order.
2. No negative impacts to surface water features will result from the proposed project. Many years ago, the site supported a small pond fed by a stream. When I-95 was constructed the stream feeding the pond was disrupted, and the pond began to fill-in. Over the years, illegal filling of the site further encroached into the pond so that for several decades, the pond has been completely filled-in and no surface water features have been present on the site. The current plan proposes to further fill the site to create a level grade around elevations 95' - 100'. Given the significantly modified site topography, the project will not impact any existing surface water features.

The project will alter existing stormwater drainage patterns. A new stormwater management system has been developed that will collect surface runoff in catch basins, treat and detain it so that there will be no increase in the peak rate of runoff from the site. The project will comply with all applicable Phase II requirements, including the preparation of a Pollution Prevention Plan, as necessary. All stormwater management facilities shall be designed in accordance with the New York State Stormwater Management Design Manual, and Best Management Practices.

3. No direct discharges into the soil will result from this project. No impact on groundwater resources will occur as a result of the proposed action.
4. The site's soils are entirely composed of fill material defined by the Westchester/Putnam County Soil Survey as Urban Land. Charlton-Chatfirl complex soils are also present on the site. Due to the soils variability, soil sampling was conducted to investigate the presence of volatiles, semi-volatiles and metals. Results indicate that no volatile compounds are present on the site; and metals that were detected are below NYSDEC background levels. 8 common semi-volatile compounds were detected on the site, 5 of which were below NYSDEC background levels. 3 semi-volatile compounds were detected at levels above state guidance values (benzo (a) anthracene at 640 ug/L ppb, benzo (a) pyrene at 700 ug/L ppb, and chrysene at 720 ug/L ppb). These compounds are the result of incomplete combustion of hydrocarbons, and are common in urban soils adjacent to an interstate highway. The project involves the importation of approximately 4 feet of clean fill across the entire site to establish the finished grade. The placement of a minimum of 2 feet of clean fill would isolate any of the identified semi-volatile compounds from contact with

future residents. The project calls for doubling this amount. As a result, it can be concluded that the proposed project will fully mitigate any potential adverse impacts associated with the site's existing soil quality.

5. Long-term noise impacts are not anticipated from the proposed development of a new residential neighborhood. Existing noise impacts emanating from traffic volumes on I-95 on the existing homes along Alto and Greenwood Avenues and Fox Island Road will be somewhat mitigated by the construction of the project, which includes a new sound barrier along the I-95 property line. The construction of the sound barrier as well as the new structures in between the interstate and the existing neighborhoods will buffer and deflect noise that currently impacts the area without obstruction.

Short term noise impacts will occur as a result of the construction of the project, however, these impacts shall be mitigated by maintaining construction equipment in good working order and providing mufflers, and all construction activities shall be limited to normal business hours and shall not occur during the evenings or on weekends, except to address emergencies or with the prior approval of the Building Inspector.

6. The project will not create any flooding impacts. No flood plains are located in the vicinity of the site.
7. The proposed action will not result in any significant negative impacts on wetland resources. The National Wetland Inventory identifies the presence of a wetland on the site, classified as PUBHh, which refers to a pond with an unconsolidated bottom within a wooded area. Field investigation failed to reveal the presence of this wetland. This is due to the extensive filling that has taken place on this site for many years. Two small areas of mucky soils were identified, however, these areas do not meet the federal criteria for delineation as a wetland. Furthermore, the former pond and the two mucky areas are isolated, and not hydrologically connected to any downstream watercourses. As a result, the proposed project will not cause any adverse impacts to wetland resources.
8. The proposed action will not result in the removal of any significant existing vegetation. The site was once part of the manicured and landscaped Gould Estate. When I-95 was constructed in the early 1960's, the estate was bisected, and the portion of the property that is today the site became surplus property and was neglected. It became a convenient area to illegally dump debris and yard wastes, so over time it became overgrown with scrubby brush. Filling activities prevented any significant re-vegetation to take place. As a result, the proposed project will not create any adverse impacts to the site's existing vegetation.
9. There will be no impact on a significant habitat area as a result of this project. No threatened or endangered species of animals or the habitat of such species have been identified on the site according to the NYS Natural Heritage Inventory.
10. It is estimated that the project will generate approximately 22 vehicular trips in the AM peak hour, and 24 trips in the PM peak hour. This volume of traffic is not expected to overburden the existing roadway network. Likewise, intersection

**FINAL SITE PLAN APPROVAL
RESOLUTION OF THE VILLAGE OF PORT CHESTER
PLANNING COMMISSION**

SEP - 5 2006

August 28, 2006

**FOX ISLAND ROAD AFFORDABLE HOUSING TOWNHOUSE PROJECT
LAZZ DEVELOPMENT COMPANY
Section 2 Block 130 Lots 401, 402, 403 & 404**

WHEREAS, an application for Planning Commission approval of a final site plan for property located on Fox Island Road has been submitted by the Lazz Development Company, LLC; and

WHEREAS, the site is a parcel of land with frontage on Fox Island Road, Greenwood Avenue, Alto Avenue and is bounded to the east by the New England Thruway (I-95), and is more specifically known and designated as Section 2, Block 130 Lots 401, 402, 403 & 404; and

WHEREAS, the site is located within the R2F Two Family zoning district; and

WHEREAS, the applicant proposes to develop the site to support a 35 unit townhouse "workforce" housing or moderate income project. The site would be accessed from a new driveway onto Fox Island Road and an internal roadway network that will serve 8 building clusters. Off-street parking will be provided within a garage and driveway for each unit, as well as within a new parking area along the I-95 frontage of the site, that will also serve Edgewood Park. The project will be served by municipal water and sewage infrastructure.

WHEREAS, the proposal calls for the development of a cluster subdivision; and

WHEREAS, the final site plan was prepared by Ralph G. Mastro Monaco, P.E., P.C., Consulting Engineers, Croton-on-Hudson and consists of the following drawings:

- Grading Plan, dated August 23, 2006
- Utility Plan, dated August 23, 2006
- Erosion Control Plan, dated August 23, 2006
- Tree Preservation/Landscape Plan, dated August 23, 2006
- Road Profiles, dated August 17, 2006
- Water Main Profiles, dated August 17, 2006
- Drain Profiles, dated August 17, 2006
- Sewer Profiles, dated August 17, 2006
- Details I, dated August 17, 2006
- Details II, dated August 17, 2006

WHEREAS, on January 25, 2005 a public hearing was held as required by Village Law concerning the site plan application, at which time all persons wishing to speak on the application were given an opportunity to be heard; and

WHEREAS, on April 25, 2005, the Planning Commission, serving as Lead Agency for the SEQR review of this Unlisted Acton, adopted a Negative Declaration, indicating that the project will not result in any significant adverse environmental impacts; and

WHEREAS, on April 25, 2005, the Planning Commission granted Preliminary Site Plan approval, subject to a series of conditions set forth in the approval resolution; and

WHEREAS, the requirements for site plan approval contained in Section 345-23 of the Village of Port Chester Zoning Ordinance have been met by said site plan application.

NOW THEREFORE BE IT RESOLVED, that the application of approval of the final site plan submitted by the Lazz Development Company, as depicted on the plans identified above is hereby granted subject to the following conditions:

1. All comments of the Village Engineer shall be satisfactorily addressed prior to the issuance of a building permit.
2. A rock removal plan shall be submitted with the building permit.
3. This final site plan approval is conditioned upon compliance with all Phase II stormwater requirements.
4. All landscaping and buffering depicted on the Tree Preservation and Landscape Plan shall be maintained in perpetuity. Landscaping that is lost due to disease; lack of maintenance, storm damage or accident shall be replaced in-kind.
5. All easements, restrictions and covenants shall be reviewed and approved by the Village Attorney, prior to issuance of the certificate of occupancy.
6. A full construction management plan, including construction schedule, shall accompany the filing of the building permit.
7. Initial construction access into the site shall be provided through Alto Avenue. Once the roadway connection to Fox Island Road is created, the Alto Avenue construction entrance shall be removed, restored and it shall be permanently converted to an emergency accessway.
8. Architectural plans, including details of colors, materials, finishes, etc., shall be approved by the Architectural Review Board. Appropriate covenants shall be filed and managed by the HOA assuring the permanent maintenance and uniformity of these features.
9. A performance bond, or other suitable guarantee, shall be provided for all public improvements.

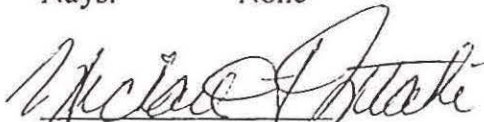
10. All private maintenance obligations shall be specifically itemized and made part of the Certificate of Occupancy.
11. The proposed structures shall conform to all applicable building and fire prevention code requirements.
12. The applicant shall request that the Village review the appropriate installation of traffic control signage and devices along Fox Island Road, particularly in the vicinity of the new site access roadway, and shall support the installation of said signage or devices, as found necessary.
16. The applicant shall obtain all other applicable permits and approvals and shall pay all other fees prior to the execution of the final site plan.

BE IT FINALLY RESOLVED, that this final site plan approval resolution shall have an effective date of August 28, 2006.

On the motion of Commissioner Antaki, seconded by Commissioner Gregory, it was adopted by the following vote:

Ayes: Antaki, Bauco, Coperine, Didden, Girardi, Gregory, Scarola

Nays: None


Michael Antaki, Chairman

This resolution was thereupon duly adopted



Andrew J. Spano
County Executive

Department of Planning

Gerard E. Mulligan, AICP
Commissioner

SEP 23 2008

September 22, 2008

Hon. Dennis Pilla, Mayor
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

CONTRACT NUMBER: C-HIF-07-39

CONTRACT TITLE: Infrastructure Improvements Associated with Fox Island
Homes Affordable Housing Development

AMOUNT: \$1,032,400.00

TERM: 5/15/07 – 5/14/22

Dear Mayor Pilla:

I am pleased to provide you with a copy of the approved contract for the Westchester County Department of Planning funds to your agency. Please follow these steps to ensure your vouchers for this project can be quickly processed.

1. Please submit vouchers per the Schedule A in the contract.
2. No extensions or amendments will be made to agreements unless a written request is made by the chief executive officer, or chairman of your board of directors **60 days before the expiration of the contract**. The request for an extension should contain detailed information on the reason for the delay and the date by which all work will be finished. All requests should be made to:

Commissioner Gerard E. Mulligan
Westchester County Department of Planning
Room 432 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601



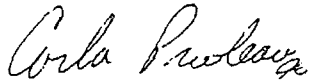
Hon. Dennis Pilla
September 22, 2008
Page 2

A "New Contract" informational packet has also been included with this letter. It includes vouchers with instructions for completion and guidelines for proper documentation with voucher submissions.

INSURANCE NOTE: The attached insurances expire June 1, 2009. Insurance covering the balance of the contract must be sent to us at that time in order to guarantee continued payments of claims.

We look forward to working with you. If you have any questions, please call the Project Manager listed below.

Sincerely,



Carla Prioleau
Contracts Manager

CP/dg
Enclosures

THE PROJECT MANAGER FOR THIS PROJECT IS:

Larry Kelly
914-995-4271

HOUSING IMPLEMENTATION FUND PROGRAM

THIS AGREEMENT made this 23rd day of July, 2008

by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

VILLAGE OF PORT CHESTER, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, Port Chester, New York 10573

(hereinafter referred to as the "Municipality")

WHEREAS, the County has established a Housing Implementation Fund ("HIF" or "Fund") to provide water facilities, sewer facilities, road improvements, and other public improvements to encourage the development of affordable housing in Westchester County; and

WHEREAS, the County desires to enter into Intermunicipal Agreements with municipalities in the County of Westchester pursuant to which the municipalities on behalf of the County will construct said public improvements in conjunction with the development of affordable housing; and

WHEREAS, Graceland Terrace Housing Development Fund Corporation, a not-for-profit corporation, having an office and place of business at 211 South Ridge Street, Rye Brook, N.Y. 10573, (the "HDFC") as nominee for Fox Commons, LLC, a limited liability corporation, having an office and place of business at 505 Franklin Street, Rye Brook, N.Y.

10573 (the "Developer") is the owner of the property more particularly described on Schedule "A," attached hereto and made a part hereof (the "Affordable Housing Property"), pursuant to an agreement with the County executed on the 16th day of July, 2007 (the "NHLA Agreement") and incorporated herein by reference; and

WHEREAS, the County has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcels "A", "B" and "D" with the Westchester County Clerk's office under control number; 71990651 ("County Declaration"); and

WHEREAS, the Developer has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcel "E" with the Westchester County Clerk's office under control number; 71990687 ("Developer Declaration"); and

WHEREAS, Lazz Development has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcel "C" with the Westchester County Clerk's office under control number; 71990696 ("Lazz Declaration"); and

WHEREAS, the County Declaration, the Developer Declaration and the Lazz Declaration place affordability restrictions on the Affordable Housing Property and are incorporated herein by reference (collectively the "Declaration of Restrictive Covenants"); and

WHEREAS, the Developer, pursuant to a developer /municipality agreement ("DMA") with the Municipality dated JULY 23, 2008 and the NHLA Agreement, agreed to construct a certain affordable housing development known as Fox Island Homes (the "Development") defined below on the Affordable Housing Property; and

WHEREAS, the Municipality shall construct infrastructure improvements in support of the Development more particularly described on Schedule "D" (the "Infrastructure Improvements") attached hereto and made a part hereof; and

WHEREAS, the Infrastructure Improvements shall be constructed on a portion of Affordable Housing Property owned by the Developer as more particularly described on Schedule "C-1" attached hereto and made a part hereof (the "Developer Infrastructure Improvements Property"); and

WHEREAS, the Village is the owner of a portion(s) of the property on which a portion of the Infrastructure Improvements will be constructed, as more particularly described on Schedule "C-2," attached hereto and made a part hereof (the "Municipal Infrastructure Improvements Property"); and

WHEREAS, the Municipal Infrastructure Improvements Property and the Developer Improvements Infrastructure Property collectively constitute the Infrastructure Improvements property, as more particularly described on Schedule "C," attached hereto and made a part hereto (the "Infrastructure Improvements Property") on which the Infrastructure Improvements will be constructed; and

WHEREAS, pursuant to the DMA, upon completion of the Development, the Developer will transfer ownership of the Infrastructure Improvements Property to the Municipality; and,

WHEREAS, pursuant to the provisions of Schedule "B" and Schedule "B-1" of the NHLA Agreement, which are attached hereto and made a part hereof, following construction of the Units (as defined in Schedule "B"), the sale and re-sale and/or the rental and re-rental, as the case may be, of the Units shall adhere to the provisions set forth in Schedule "B" and Schedule "B-1", including but not limited to the Affordability Requirements (as defined in Schedule "B") for the Period of Affordability, (as defined in Schedule "B"); and

WHEREAS, the County proposes to fund the cost of the construction of the Infrastructure Improvements and shall use the proceeds of tax exempt general obligation bonds issued by the County for such funding.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Inter-municipal agreement (the "Agreement" and/or "IMA").

2. **PERFORMANCE OF WORK**: The Municipality shall implement the construction of the Infrastructure Improvements on the Infrastructure Improvements Property on behalf of the County in accordance with the provisions as set forth in this Agreement, including but not limited to, Schedule "D," attached hereto and made a part hereof. The Infrastructure Improvements shall be constructed in accordance with the Plans (as defined in Schedule "D"). Any modification of the Plans or change orders, if any, shall require the prior written approval of the County.

The Municipality shall require the Developer to adhere to the provisions set forth in Schedule "B", including but not limited to meeting the Affordability Requirements for the Units in the Development for the Period of Affordability. The Municipality shall, and pursuant to the DMA the Municipality shall require the Developer, to comply with Chapter 298 of the Westchester County Administrative Code as applicable to the Units ("Chapter 298").

It is understood and agreed that the Municipality represents that the construction of the Infrastructure Improvements to be performed hereunder has been or will be (within thirty days of the date hereof) bid by public competitive bid pursuant to section 103 of the General Municipal Law. In no event shall the retention of a Contractor (the "Contractor") by the Municipality to perform work on the Infrastructure Improvements relieve or otherwise discharge the Municipality from its obligations under this Agreement or create a third party beneficiary relationship between the County and the Contractor and the parties hereto expressly disclaim any intention to create such a relationship.

The County shall not advance any HIF funds (as defined in Section "4" hereof) and the Municipality shall not be required to commence work on the Infrastructure Improvements (and, accordingly, receive or accept any advances of the County HIF Funds) until:

(i) evidence has been provided that the Developer owns the Affordable Housing Property (shown on Schedule "A"), and that portion of the Infrastructure Improvements Property shown on Schedule "C-1" free of liens, encumbrances, easements and agreements ;

(ii) INTENTIONALLY OMITTED

(iii) the Municipality has awarded a bid for construction of the Infrastructure Improvements provided, however, that in the event the lowest acceptable bid exceeds the amount of the County HIF Funds, at its option the Developer may elect to contribute said excess and, upon the posting (in cash) by the Developer with the Municipality, in escrow, prior to the awarding of the bid, of the amount of said excess, this condition "(iii)" shall be deemed satisfied;

(iv) the Municipality has received a bond covering one hundred percent (100%) of the work to be performed by the winning bidder, in form and content and issued by a surety reasonably satisfactory to the Municipality or some other instrument of guarantee acceptable to the Municipality ;

(v) INTENTIONALLY OMITTED

(vi) the Developer has obtained a firm, unconditional commitment for construction financing for the Development all as more fully set forth in Schedule "B";

(vii) an Indenture from the Developer to the County granting an easement in the Developer Infrastructure Improvements Property and an Indenture from the Municipality to the County granting an easement in the Municipal Infrastructure Improvements Property have been executed in substantially the forms attached hereto and forming a part hereof as Schedule "G" and "G1" (the "Easements") and such required Easements has been submitted for recording all as more fully set forth below;

(viii) the County has been provided a title policy covering the Infrastructure Improvements Property acceptable to the County and the County has received title insurance acceptable to the County naming the County as an insured in an equal 25% of the HIF Funds amount of \$258,100; and

(ix) any necessary approvals from the Municipality's governing body has been obtained.

The requirements contained in clauses (i), (vi), (vii), (viii) and (ix) above must be satisfied prior to or concurrent with execution of this Agreement. Moreover, construction shall

not commence and the County may terminate this Agreement if the conditions described in clauses (iii) and (iv) above are not satisfied within ninety (90) days from the date of execution of this Agreement.

The Municipality shall submit the Required Easement for recording, at its sole cost and expense, prior to commencement of any construction of the Infrastructure Improvements and shall provide the County with proof of recording within ten (10) business days of said recording. Moreover, within five (5) business days of execution and submission of the foregoing, the Municipality shall provide the County with time stamped receipts establishing receipt of the aforementioned documents by the Office of the Westchester County Clerk. No payments shall be made to the Municipality until proof of receipt of said document for recording by the Westchester County Clerk has been provided to the County. The Municipality further agrees that the copies such recorded Documents containing the County Clerk's control number shall be sent to the Westchester County Department of Planning.

If the above conditions have not been fully satisfied within the time limit set forth above, the Municipality may request in writing that the time for the above conditions to be satisfied be extended and provided that the County consents in writing to new dates for satisfaction of the conditions and commencement of the construction of the Infrastructure Improvements (and completion of the construction of the Infrastructure Improvements, if necessary), the time to satisfy the above conditions shall be extended and upon the subsequent satisfaction of said conditions within the new time period specified by the County in response to a request for said extension the construction of the Infrastructure Improvements shall proceed in accordance with the terms of this Agreement.

All of the terms of this Section "2" shall survive the expiration or other termination of this Agreement.

3. DEVELOPER FINANCING: The Municipality shall assure that the Contractor(s) or subcontractor(s) shall not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements (which will not be owned by the Contractor(s) or

subcontractor(s)). In addition, as required by the terms of the DMA, the Municipality shall require that the Developer shall not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements (which will not be owned by the Developer) or conflict with or diminish the terms of the Declaration of Restrictive Covenants recorded against the Affordable Housing Property.

4. PAYMENT: The County will pay the Municipality an amount not to exceed ONE MILLION THIRTY TWO THOUSAND FOUR HUNDRED (\$1,032,400.00) DOLLARS (the "County HIF Funds") to fund the construction of the Infrastructure Improvements pursuant to the terms hereof. The County HIF Funds shall be paid with the proceeds of tax exempt general obligation bonds issued by the County in accordance with the payment provisions of Schedule "D", after submission by the Municipality to the County of all requested documentation concerning construction of the Infrastructure Improvements and after audit and approval by the County for expenses properly incurred in the performance of this Agreement. The County shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance of its obligations pursuant to this Agreement. The Municipality shall promptly pay the Contractor for work done.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment.

County HIF Funds shall be expended solely and exclusively for the purchase of materials and performance of labor used in the construction of the Infrastructure Improvements in accordance with this Agreement.

Payments hereunder by the County shall operate as a release to the County from any and all obligations or liabilities to the Municipality, its Contractor(s) or subcontractor(s) hereunder.

The Municipality shall furnish the County whenever requested to do so, satisfactory evidence showing that all monies theretofore advanced here have been paid for and applied toward the Infrastructure Improvements by the Municipality. Until such evidence is produced, at the option of the County, no other or further advances need be made by it hereunder.

Notwithstanding anything herein contained to the contrary, should the Infrastructure Improvements and the Units in the Development fail to be fully constructed within two (2) years from execution of this Agreement then the County shall have the right, at its option, to require repayment from the Municipality of all County HIF Funds paid hereunder.

All of the terms of the Section "4" shall survive the expiration or other termination of this Agreement.

5. TAX RESTRICTIONS: a) The Bonds. The Municipality acknowledges and understands that the funds available for the Infrastructure Improvements hereunder are expected to be made available from bonds of the County (the "Bonds"), which have been, or shall be, issued for the construction of the Infrastructure Improvements. The Municipality further acknowledges and understands that in connection with the issuance of the Bonds, the Commissioner of Finance of the County of Westchester has or will execute an "Arbitrage and Use of Proceeds Certificate", in compliance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"). The Municipality agrees that it will do all acts and things, or refrain from taking action, as necessary in order to assure that interest paid on the Bonds shall not be included in gross income of the owners of the Bonds for the purpose of Federal income taxation.

b) Commencement of Construction. The Municipality expects that the construction of the Infrastructure Improvements will commence within ninety (90) days from execution of this Agreement and that the County HIF Funds made available hereunder will be expended for costs of the Infrastructure Improvements in accordance with the budget contained in Schedule "D" and the construction of the Infrastructure Improvements will proceed in accordance with said Schedule. The Municipality agrees to notify the County in the event of changes in the expected schedule for completion of the Infrastructure Improvements.

c) Failure to Complete. The Municipality agrees that should the Infrastructure Improvements not be completed in accordance with Schedule "D", the County, without limiting any other right or remedy to which it may be entitled, shall have the right to terminate this Agreement upon thirty (30) days prior written notice and/or to deduct from any remaining payments due hereunder an amount equal to the penalties required by the Code for failure to expend the bond proceeds allocable to the Infrastructure Improvements in a timely manner.

d) Termination. Should the County terminate this Agreement pursuant to this Section "5" or should the remaining payments due the Municipality be insufficient to cover the amount of the aforementioned penalty, the Municipality shall be obligated to immediately pay the County the full amount of any such penalty.

e) Extensions. Notwithstanding anything to the contrary contained in this Agreement, the Municipality shall use best efforts and good faith to meet any and all time periods provided for in this Agreement and in any schedule annexed hereto in connection with any obligation of the Municipality. If, despite the use of best efforts and good faith, the Municipality is unable to meet any stated time period, then the Municipality can request an extension of such time period and all subsequent time periods affected thereby, subject to the consent of the County which consent shall not be unreasonably withheld.

All of the provisions of this Section "5" shall survive the expiration or other termination of this Agreement.

6. OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS: The Municipality acknowledges and, pursuant to the DMA, shall require the Developer to acknowledge that the Infrastructure Improvements shall be owned by the County for so long as the Bonds are outstanding. The Municipality agrees and, pursuant to the DMA, shall require the Developer to agree to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership. Upon maturity or redemption of the Bonds, title to the Infrastructure Improvements, and related easement rights, will vest in the Municipality and the Municipality and County agree to execute or cause to be executed any and all documents as are necessary and appropriate to effectuate that transfer.

All of the provisions of this Section "6" shall survive the expiration or other termination of this Agreement.

7. MAINTENANCE AND REPAIRS: The Infrastructure Improvements shall be kept in good order and repair by the Municipality at the Municipality's sole cost and expense, and the Municipality shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair.

This Section "7" shall be in effect for as long as the County owns the Infrastructure Improvements notwithstanding any other term set forth herein.

8. REPORTS: The Municipality shall furnish the County with annual progress reports detailing the progress of the construction of the Infrastructure Improvements. The Municipality shall prepare a final report describing the work performed by the Municipality in implementing the construction of the Infrastructure Improvements together with such supporting information and documentation in such form and at such times as the County may reasonably require.

9. MAINTENANCE OF RECORDS: The Municipality shall keep, maintain, and preserve at its principal office throughout its term of this Agreement, full and detailed books, accounts, and records pertaining to performance pursuant to this Agreement including, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred by the Municipality in the course of such performance. The County shall have the right to inspect and audit any and all such books, accounts and records at the office or offices of the Municipality where they are then being kept, maintained and preserved pursuant to this Agreement.

10. COUNTY'S RIGHT TO WITHHOLD PAYMENTS: If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, then the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the satisfaction of the County.

11. WARRANTIES AND GUARANTEES: The Municipality expressly represents, warrants and guarantees to the County that:

(a) it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York. The execution and performance of this Agreement by the Municipality have been duly authorized by its governing body; this Agreement constitutes, and any other documents required to be delivered by the Municipality, including without limitation, the Easement, when so delivered will constitute, the legal, valid and binding obligations of the Municipality enforceable against the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including without limitation the Easement;

(b) the person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the authority granted by the Municipality's governing body, as noted above;

(c) it is financially and technically qualified to perform its obligations hereunder, including construction of the Infrastructure Improvements;

(d) it has received no information or documentation indicating that the Developer is not otherwise financially capable of completing the Development;

(e) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(f) the design, supervision and workmanship furnished with respect to the construction of the Infrastructure Improvements shall be in accordance with sound and currently accepted scientific standards and best engineering practices;

(g) it will use its best efforts to assure and shall require in any contract documents with its Contractors and subcontractors that all materials, equipment and workmanship furnished by contractors and subcontractors of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;

(h) to the best of the Municipality's current knowledge and information that the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Program to be implemented by the Municipality pursuant to this Agreement; and

(i) that construction of the Infrastructure Improvements and the Development shall be carried on continuously, diligently and with dispatch to final completion and that said construction shall be completed on or before two (2) years from the date of execution of this Agreement; and

(j) The consummation of the transactions contemplated by this IMA and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected.

All of the provisions of this Section "11" shall survive shall survive the expiration or other termination of this Agreement.

12. INSURANCE; INDEMNIFICATION: In addition to, and not in limitation of the insurance requirements contained in Schedule "F" entitled "Standard Insurance Provisions, Municipality", attached hereto and made a part hereof, the Municipality agrees:

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

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

13. ENVIRONMENTAL INDEMNIFICATION: The Municipality represents and warrants and guarantees to the County as follows:

(a) The Municipality has no knowledge of nor has it received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements as defined in subsection (c) of this Section "13.B"; and

(b) The Municipality has no knowledge nor has received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as "Hazardous Materials" in subsection (c) of this Section "13.B "; and

(c) Definitions. For the purposes of this Agreement and this Section "13.B", the following definitions shall apply:

(1.) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Infrastructure Improvements Property, causes or threatens to cause a nuisance on the Infrastructure Improvements Property or to nearby properties or poses or threatens to pose a hazard to the health and

safety of persons on, about or nearby the Infrastructure Improvements Property;
or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Infrastructure Improvements Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2.) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

(d) The Municipality hereby acknowledges and agrees that it shall defend and indemnify the County for any "Environmental Damages" to the Infrastructure Improvements Property. "Environmental Damages" shall mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" at, on, under or related to the Infrastructure Improvements Property (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property, or the existence of a violation of "Environmental Requirements" pertaining to the Infrastructure Improvements Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality's present ownership of the Infrastructure Improvements Property, including without limitation:

(i) damages for personal injury, or injury to property or natural resources occurring upon or off the Infrastructure Improvements Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous

Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Infrastructure Improvements Property or any other property or otherwise expended in connection with such conditions;

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subsection (ii) herein; and

(iv) diminution in the value of the Infrastructure Improvements Property and damages for loss of business and restriction on the use of the Infrastructure Improvements Property or any part thereof.

All of the provisions of this Section "13" shall survive shall survive the expiration or other termination of this Agreement.

14. ASSIGNMENT OF RIGHTS: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of the work to be performed hereunder without the written consent of the County, provided, however, that the foregoing shall not be deemed to apply to architectural and construction contracts entered into by the Municipality. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed work performed by the Municipality.

Notwithstanding anything to the contrary contained in this Agreement, the Municipality will have the right to retain, employ and hire contractors and subcontractors, subject to competitive bidding when required, to implement construction of the Infrastructure Improvements, including the performance of all work related thereto, including, but not limited to, the construction and installation of the Infrastructure Improvements. The Municipality shall remain liable to the County for the performance of all obligations under this Agreement.

15. ENTIRE AGREEMENT; AMENDMENT: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof

and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

16. INDEPENDENT CONTRACTOR: The status of the Municipality under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Municipality, the subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

17. COMPLIANCE WITH LAW: The Municipality shall perform the work hereunder in good workmanlike manner and shall obtain, at its sole cost and expense, all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement. In addition to, and not in limitation of the foregoing, the Municipality shall comply at its sole cost and expense with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of Municipality's activities in connection with this Agreement.

All of the provisions of this Section "17" shall survive Closing.

18. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt:

To the County

Commissioner of Planning
148 Martine Avenue
White Plains, New York 10601

with a copy to:

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

To the Municipality:

Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

with a copy to:

Village Attorney
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

19. TERM OF AGREEMENT: The term of this Agreement shall commence [upon execution], and shall continue for 15 years, unless terminated sooner in accordance with the terms of this Agreement.

20. INTENTIONALLY OMITTED.

21. NON-DISCRIMINATION: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be

defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this IMA it is recognized and understood that the County encourages the Municipality to do similarly.

22. VALIDITY: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

23. MATERIAL BREACH: In the event the County determines that there has been a material breach by the Municipality of any of the terms of this Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, including without limitation to require repayment of the HIF Funds, may terminate this Agreement. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

24. REQUEST FOR MODIFICATION: The parties hereby acknowledge and agree that any request by the Municipality for an extension or other modification of the terms hereof shall be subject to receipt by the County of any necessary approvals. In no event, however, shall any delay or failure of the Westchester County Board of Legislators and/or Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

25. EXECUTION: This Agreement may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

26. NO WAIVER: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

27. THIRD PARTIES: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

28. REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY: Attached hereto and forming a part hereof as Schedule "H" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality agrees to notify County in writing within ten (10) business days of such event.

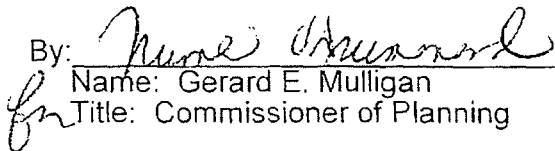
29. DMA: The County's consent shall be required for amendment or assignment of the DMA. In the event of any conflict between this Agreement and the DMA, the terms and conditions of this Agreement shall control and in the event the requirements of this

Agreement are more restrictive than the terms of the DMA, the terms of the DMA shall not diminish the terms of this Agreement.

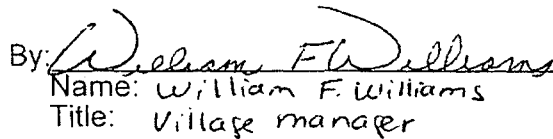
29. **ENFORCEMENT:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: 
Name: Gerard E. Mulligan
Title: Commissioner of Planning

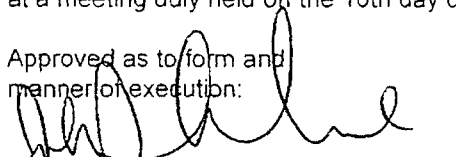
THE VILLAGE OF PORT CHESTER

By: 
Name: William F. Williams
Title: Village manager

Approved by the Board of Legislators by Act No. 59-2007

Approved by the Westchester County Board of Acquisition & Contract
at a meeting duly held on the 10th day of May 2007

Approved as to form and
manner of execution:

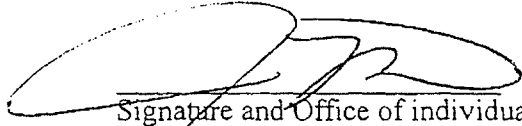

Assistant County Attorney
The County of Westchester

kramos:pln:Fox Island:Fox Island draft IMA 1-12-07 for leg package.doc

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the 23rd day of July in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared William F. Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.


Signature and Office of individual
taking acknowledgment

SCHEDULE "A"

The Affordable Housing Property

Parcel A

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property, as conveyed by the "Socres Corporation" to the "Village of Port Chester" per deed, dated; December 17, 1958 as duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5874 at Page 217 of Deeds.

Said parcel, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on County Clerk Map Volume 8 at Page 29 of "Lots on Grace Church Street – William Ryan"; running then along the easterly boundary of said lot, North 27°36'40" East, 134.58 feet to the northerly boundary of said lot; running then along said boundary and along lot 15, North 62°14'20" West, 90.41 feet to the easterly boundary of Lot 12, as shown on County Clerk Map Volume 59 Page 78 of "The Maples"; running then along said easterly boundary and across a portion of Greenwood Avenue, North 23°30'40" East, 127.80 feet; running then across the remaining portion of the easterly end of Greenwood Avenue as shown on County Clerk Map Volume 59 Page 78 and along the Easterly boundary of lot 7 on County Clerk Map Volume 59 Page 78, North 35°08'40" East, 207.87 feet to the northerly boundary of now or formerly lands of Socres Corporation; running then along said boundary, the following courses and distances; South 77°46'34" East 56.24 feet; South 67°09'35" East, 29.62 feet; South 43°21'30" East, 41.21 feet; South 22°59'24" East, 59.74 feet; South 37°28'00" East, 90.28 feet; South 61°50'44" East, 25.17 feet; and South 70°22'04" East, 44.14 feet to the northwesterly side of the New York State Thruway-New England Section, Parcel 1688, filed as County Clerk Map 10736; running along said northwesterly side of the New York State Thruway-New England Section, parcel 1688, South 47°06'15" West, 429.24 feet to the southeasterly corner of the parcel herein and the extended northerly side of Alto Avenue; running then along said extended northerly side of Alto Avenue, North 61°04'20" West, 104.12 feet to the point or place of beginning.

Said parcel being a portion of land known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.054, Block 2, Lot 53

Said parcel containing an area of 108,578 sq. ft. or 2.492 Acres

Subject to a 15' wide perpetual easement granted to the Village of Port Chester per Liber 2953, page 234 of Deeds for Sewers and Drains.

Parcel B

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as the; "Excluded Parcel" per deed, dated; December 17, 1958 as recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5874 at Page 217 of Deeds.

Said parcel, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on County Clerk Map Volume 8 at Page 29 of "Lots on Grace Church Street – William Ryan"; running then along the extended northerly side of Alto Avenue, South 61°04'20" East, 104.12 feet to the northwesterly side of the New York State Thruway – New England Section, Parcel 1688 as filed in County Clerk Map 10736; running along said northwesterly side of the New York State Thruway – New England Section, parcel 1688, South 47°06'15" West, 135.60 feet to the southeasterly corner of the parcel herein; and North 69°05'30" West, 26.26 feet to the lands now or formerly Anthony P. Saline, per Liber 10408 page 038; running then along said lands of now or formerly Anthony P. Saline, North 69°00'50" West, 32.98 feet to Lot 13,

County Clerk Volume 8 page 29, aforesaid; running then along said lot 13 and across the easterly end of Alto Avenue, North 27°36'40" East, 137.09 feet to the point or place of beginning.

Said parcel being a portion of land known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.054, Block 2, Lot 53

Said parcel containing an area of 10,741 sq. ft. or 0.247 Acres

Subject to a 15' wide perpetual easement granted to the Village of Port Chester per Liber 2953, page 234 of Deeds for Sewers and Drains.

Parcel D

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as; Portion of Lot No. 15, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southerly side of Fox Island Road at the division line between lot 15 and Road, per County Clerk Map Volume 15 page 43; said point being distant, South 59°22'55" East, 20.26 feet along the southerly side of Fox Island Road with the intersection of the southeasterly line of lot 7 per "Subdivision of Lots of Samuel Glock", County Clerk Map Volume 14 page 43; running then from said Point of Beginning along said southerly side of Fox Island Road, South 59°22'55" East, 32.38 feet to the northwesterly side of lands of the New York State Thruway-New England Section, Parcel 1693; running then along said northwesterly side of lands of the New York State Thruway – New England Section, Parcels 1693 and 1517 the following courses and distances, South 30°37'05" West, 70.00 feet; and South 62°30'29" West, 35.33 feet to the aforesaid division line between lot 15 and Road; running then along said division line between lot 15 and Road, North 59°22'55" West, 30.00 feet; and North 39°52'05" East, 101.32 feet to aforesaid southerly side of Fox Island Road and point or place of beginning.

Said parcel being known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.055, Block 1, Lot 5

Said parcel containing an area of 3,772 sq. ft. or 0.086 Acres

Parcel E

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being a portion of the same property designated as; Road, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southerly side of Fox Island Road at the southeasterly line of lot 7 per "Subdivision Map of Lots of Samuel Glock" per County Clerk Map Volume 14 page 43; running then along said southerly side of Fox Island Road, South 59°22'55" East, 20.26 feet to the division line between lot 15 and Road per said County Clerk Map Volume 15 page 43; running then along said division line between lot 15 and Road, South 39°52'05" West 101.32 feet; and South 59°22'55" East, 30.00 feet to the northwesterly side of lands of the New York State Thruway-New England Section, Parcel 1698; running then along said lands of the New York State Thruway – New England Section, Parcel 1698, South 62°30'29" West, 35.33 feet to the division line between said Road and lot 7 per aforesaid County Clerk Map Volume 15 page 43; running then along said division line between lot 7 and Road, North 59°22'55" West, 30.00 feet; and North 50°07'55" West, 20.00 feet to the aforesaid southeasterly line of lot 7 per County Clerk Map Volume 14 page 43; running then along said southeasterly line of

aforesaid lot 7 per County Clerk Map Volume 14, page 43, North 39°52'05" East, 118.32 feet to aforesaid southerly side of Fox Island Road and point or place of beginning.

Said parcel containing an area of 2,999 sq. ft. or 0.069 Acres

Parcel C

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as; Lot No. 7, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southeasterly line of Lot 7 as shown on a certain map entitled, "Subdivision map of Lots of Samuel Glock" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 page 43 of Maps at the division line between lot 7 and Road as shown on aforesaid "Map of Lots on Fox Island Road belonging to John O. Merritt", said point distant, South 39°52'05" West, 118.32 feet along said southeasterly side of lot 7 with the southerly side of Fox Island Road; running then along the division line between lot 7 and Road, South 50°07'55" East, 20.00 feet; and South 59°22'55" East, 30.00 feet to the lands of the New York State Thruway-New England Section, Parcel 1692; running then along said lands of the New York State Thruway – New England Section, Parcel 1692, South 39°52'05" West, 132.31 feet to the northerly boundary of now or formerly lands of Socres Corporation; running then along said boundary, North 70°22'04" West, 7.73 feet; and North 61°50'44" West, 25.17 feet; and North 37°28'00" West, 18.15 feet to the aforesaid southeasterly line of lot 7, per Conuty Clerk Map Volume 14 page 43; running then along said southeasterly line of lot 7 per County Clerk Map Volume 14 page 43, North 39°52'05" East, 131.30 feet to the point or place of beginning.

Being the same plot, piece or parcel of land as conveyed by "Geraldine T. Gamble" to "Robin Terrance Gamble and Adam Milo Gamble" per deed, dated October 29, 2002 as duly recorded in the Westchester County Clerk's Office, Division of Land Records in Control No. 423310226

Said parcel containing an area of 6,637 sq. ft. or 0.152 Acres

SCHEDULE "B"

WESTCHESTER COUNTY AFFORDABLE HOUSING HOME OWNERSHIP POLICY PROVISIONS

A. PURPOSE

Fox Commons, LLC, a corporation, organized and existing under the laws of the State of New York, having an office and place of business at 505 Franklin Street, Rye Brook, N.Y. 10573, (the "Developer"), shall construct affordable housing to be known as Fox Island Homes, including a total of Thirty-five (35) units and related facilities (the "Project") on the real property located at the south side of Fox Island Road and the east side of Alto Avenue in the Village of Port Chester (the "Village"), County of Westchester and State of New York, identified on the tax map as Section 142.54, Block 2, (a portion of) Lot 53 and Section 142.55, Block 1, Lots 5 and 6 and Parcel D, which real property is more particularly described in Schedule "A" annexed hereto and made a part hereof, (the "Affordable Housing Property"). The Developer is the beneficial user of the Affordable Housing Property.

During the construction of the Project, the Developer shall carry out site work including, but not limited to, the following: the construction of thirty-five (35) affordable new single-family, 2 and ½ story ownership residential units (the "Work"), as more fully described in Section B below. Construction of the Project, including without limitation the Units, on the Affordable Housing Property shall be in accordance with the following plans: Fox Island Townhouses, Village of Port Chester, Town of Rye prepared by Ralph G. Mastro Monaco, P.E., P.C., revised 2/21/07, which are incorporated herein by reference (the "Plans") and made a part hereof.

Construction shall commence in accordance with the Plans on or before the date set forth for construction commencement ("Construction Commencement") as set forth in Attachment 3 hereto. Construction shall be completed on or before the date set forth for construction completion ("Construction Completion") as set forth in Attachment 3 hereto. In order to be deemed completed, the Developer shall provide to the County of Westchester (the "County") valid appropriate certificates of occupancy for all of the Units ("Certificate(s) of Occupancy") or such other evidence of completion of the Project as may be acceptable to the County. The Developer shall report to the County on its progress towards completion of the work as the County Commissioner of Planning or his duly authorized designee (the "Commissioner") may request.

Any defined terms used herein and not defined herein shall have the meaning ascribed to them in the agreement between the County and the Developer of even date herewith pursuant to which the County agreed to sell and the Developer agreed to buy the Property, as described therein and to construct the Project on the Affordable Housing Property (the "Agreement").

Affordability Requirements

During the Period of Affordability defined below, the Units will be sold and re-sold to households with incomes at or below 80% of the area median income ("AMI") for Westchester County ("Affordability Requirements") as published by the United States Department of Housing and Urban Development ("HUD") and described in Section C set forth below. These income limits and sale price limits are subject to change based on the median income levels at the time of initial occupancy, and subsequent occupancies, as established by HUD.

The Affordability Requirements must remain in effect for a period of 40 years (the "Period of Affordability") commencing from the date of the initial sale of each Unit.

The Developer will ensure that any successor in interest to it will comply with all the provisions of this Schedule "B."

B. BUDGET

Sources and Uses of funds for the aforementioned project ("Project") are set forth below:

Construction	
Sources of Funds	Estimated Amount of Funds
New Homes Land Acquisition Funds	\$415,000
Housing Implementation Funds	\$1,032,400
HOME	\$2,200,000
Construction Loan	\$6,798,187
Deferred Developer fee	\$912,126
Total Sources	\$11,357,713
Uses	
Acquisition Costs	\$415,000
Infrastructure/site work	\$2,017,898
Construction	\$6,911,425
Soft Costs	\$682,705
Contingency	\$418,559
Deferred Developer fee	\$912,126
Total Uses	\$11,357,713

Take Out/Permanent

Sources of Funds	Estimated Amount of Funds
New Homes Land Acquisition funds	\$415,000
HOME	\$2,200,000
Housing Implementation Funds	\$1,032,400
NYS Affordable Housing Corp.	\$875,000
Sales Proceeds	\$6,835,325
Total Sources	\$11,357,725
Uses	
Construction Loan	\$6,798,187
Counseling and Soft Costs (Village)	\$45,000
Acquisition	\$370,000
Modulars (HOME portion)	\$2,200,000
Infrastructure (HIF portion)	\$1,032,400
Developer Fee	\$912,126
Total Uses	\$11,357,723

It should be noted that the foregoing total sources of funds is equivalent to the total development cost which is noted within the development budget included within Attachment "1" of this Schedule "B."

It is also understood and agreed that the County of Westchester (the "County") will be provided with plans, drawings and specifications by the Developer prior to construction, and that the County may visit the site during construction and may inspect the Project for substantial completion. The Developer agrees to make any changes necessary promptly to comply with this Schedule "B" if required as a result of the County's inspection.

The Developer is required to submit a final development budget cost certification and waiver of lien releases to the County upon completion of the proposed construction.

C. INITIAL SALE REQUIREMENTS

Allocation of Affordable Units for Sale*:

Unit Number	Bedroom size	Est. Number of Persons per Household ¹	Income Limit @ 80% AMI	Estimated Initial Sale Price
1	3	4	\$81,300	\$196,581
2	3	4	\$81,300	\$196,581
3	3	4	\$81,300	\$196,581
4	3	4	\$81,300	\$196,581
5	3	4	\$81,300	\$196,581
6	3	4	\$81,300	\$196,581
7	3	4	\$81,300	\$196,581
8	3	4	\$81,300	\$196,581
9	3	4	\$81,300	\$196,581
10	3	4	\$81,300	\$196,581
11	3	4	\$81,300	\$196,581
12	3	4	\$81,300	\$196,581
13	3	4	\$81,300	\$196,581
14	3	4	\$81,300	\$196,581
15	3	4	\$81,300	\$196,581
16	3	4	\$81,300	\$196,581
17	3	4	\$81,300	\$196,581
18	3	4	\$81,300	\$196,581
19	3	4	\$81,300	\$196,581
20	3	4	\$81,300	\$196,581
21	3	4	\$81,300	\$196,581
22	3	4	\$81,300	\$196,581
23	3	4	\$81,300	\$196,581
24	3	4	\$81,300	\$196,581
25	3	4	\$81,300	\$196,581

¹ Number of persons per household may be adjusted accordingly as described in Section E below. Income limits may also be adjusted according to household size, but must remain affordable to those eligible households at or below 80% of the AMI. The stated income levels are the 2006 levels as published by HUD.

Allocation of Affordable Units for Sale*: (cont'd)

Unit Number	Bedroom size	Est. Number of Persons per Household¹	2008 Income Limit @ 80% AMI	Estimated Initial Sale Price
26	3	4	\$81,300	\$196,581
27	3	4	\$81,300	\$196,581
28	3	4	\$81,300	\$196,581
29	3	4	\$81,300	\$196,581
30	3	4	\$81,300	\$196,581
31	3	4	\$81,300	\$196,581
32	3	4	\$81,300	\$196,581
33	3	4	\$81,300	\$196,581
34	3	4	\$81,300	\$196,581
35	3	4	\$81,300	\$196,581

1. Estimate is based on a family of 4. Occupancy standards are explained below

***During the Period of Affordability:**

Requirements of the HOME Investment Partnerships Act of 1990, Public Law 101-625, 42 U.S.C. 12701 et seq. (the "HOME Program" or "HOME"), and its implementing regulations, 24 CFR 92 (the "HOME Program Regulations") shall be deemed to apply to the Units. Income limits may increase or decrease year-to-year, as determined by HUD.

Prior to the initial sale of each of the Units the Developer shall obtain the written approval of the County with respect to the initial purchasers of the Units. In connection therewith the Developer shall provide documentation, acceptable to the County, verifying that the initial purchasers of the Units meet the Affordability Requirements. In addition, the County's written approval must be obtained for any initial sale in excess of the above "Estimated Initial Sale Price" (refer to Section E - Developer & Subsequent Owner Restrictions (below) and Schedule B-1, attached hereto and made a part hereof, for additional requirements). In furtherance of the foregoing, the Developer shall provide a notice to the County at least forty-five (45) days prior to the proposed closing date for any such Unit in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, White Plains, New York, 10601. Said notice shall provide a date of closing for each initial proposed sale of a Unit, and provide a name, address and telephone number of an individual to contact concerning the notice which shall enumerate the purchase price and the income of each of the proposed initial purchasers of the Units. The Developer shall provide any additional documentation requested to substantiate any of the above sums, including but not limited to, income tax returns and employment verification letters for the proposed initial purchasers. It should be noted that the County shall have the right to appoint a designee ("Designee") to make any of the approvals required in this Schedule "B". Approval of any such Designee shall be deemed approval of the County.

D. SUCCESSOR PROGRAM

In the event that the HOME program ("HOME") or its successor program, is no longer in existence during the Period of Affordability, the County reserves the right to designate the housing program to be applied that corresponds to affordable housing sales prices to be paid by the respective households falling within 80% of the AMI and to enforce the Period of Affordability.

E. DEVELOPER & SUBSEQUENT UNIT OWNER REQUIREMENTS AND RESTRICTIONS

Project Record Keeping and Monitoring

In order to carry out the federally-mandated project recordkeeping and monitoring responsibilities, the County of Westchester requires that the following activity be carried out by the Developer and that adequate records be kept to document the implementation of said activities.

- The Developer will assist the County in filling out the appropriate HUD form(s), including without limitation, the Homebuyer/Homeowner Completion Report upon sale of the Units, which shall include number of units, family size, race, ethnicity and income.
- The Developer will provide documentation satisfactory to the County that all HOME assisted units comply with all applicable local building codes and have been inspected by a qualified inspector.

The following project records will be kept by the Developer and given to Westchester County Department of Planning at the time of occupancy on all HOME units:

- Documentation of compliance with Housing Quality Standards ("HQS") and applicable local property standards.
- Documentation of household incomes and composition for households benefiting from the use of HOME funds. The project completion report may be used to satisfy this requirement.
- Documentation of the per Unit use of HOME funds.
- Documentation of compliance with all federal requirements, including without limitation, the following:
 - * Affirmative marketing procedures;
 - * Compliance with Lead-Based Paint and Davis-Bacon Requirements, as applicable;
 - * Compliance with relocation requirements, if applicable;
 - * Evidence of flood insurance, if applicable;
 - * Environmental review compliance; and

- * Compliance with conflict of interest rule.
- Records for each family assisted through initial sales of Units, the appraised value of the property, the purchase price, and the rehabilitation costs, if any.

The County retains the right, upon reasonable notice to the Developer, to review all of Recipient's records for the purposes of establishing the Recipient's compliance with the provisions of the Agreement; and the Developer must permit the County, or the County's authorized representative, access to such records for such purposes.

The Developer has the further obligation to diligently prepare, complete and/or file any reports, forms, questionnaires or other documents which the County may request the Developer to prepare, complete and/or file for or with the County or a third party.

Developer Marketing, Homebuyer Selection, Eligibility and Education

The Developer will contract with a housing counseling agency approved by Westchester County to provide the following services:

- Conduct marketing of the homes, including affirmative fair marketing of the development;
- Homebuyer selection pursuant to the project's approved marketing plan;
- Homebuyer income eligibility and certification that the homebuyer household is eligible and qualified; and
- Homebuyer counseling and education in preparation for homeownership and mortgage readiness.

Deed Restriction

In the event of the sale or other transfer of the Affordable Housing Property or the Units prior to the expiration of the Period of Affordability, the Developer or subsequent purchaser(s) of the Affordable Housing Property or the Units shall cause or require a covenant running with the land to be inserted in the deed for each transfer in substantially the following form:

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants dated ____, 200__ (the "Declaration") recorded in the Westchester County Clerk's Office. The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent purchasers and all of their respective legal representatives, executors, administrators, heirs, successors and assigns and every holder of any interest in said property, and each grantee will execute his/her deed of conveyance containing such restrictions in order to evidence his/her agreement to be bound. The Declaration shall inure to the benefit of and be enforceable by the County of Westchester until the expiration of the 40 year Period of Affordability, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County.

Offering Plan (If A Condominium)

The Developer shall include information with respect to the below listed items in the Project offering plan (the "Offering Plan") under the heading "County of Westchester Restrictions":

- Declaration of Restrictive Covenants, including but not limited to, the Affordability Requirements and Period of Affordability contained therein;
- Resale Requirements / Restrictions;
- Refinance Requirements / Restrictions;
- Principal Place of Residence Requirement; and
- Deed Restriction.

Unit Owners - Resale Refinancing and Recapture

In order to insure that the Units remain affordable during the Period of Affordability, owners of the Units must comply with the Westchester County Resale, Refinancing and Recapture Policy Provisions, as more fully set forth in Schedule B-1 hereto until the expiration of the Period of Affordability.

Unit Owners - Principal Place of Residence Requirement

A purchaser of a Unit (the "Owner") must occupy said Unit as their principal place of residence until sale of said Unit in compliance herewith or expiration of the Period of Affordability, whichever comes first. The County, or its Designee, shall verify this on an annual basis. Owners of the Units during the Period of Affordability shall provide the County with proof satisfactory to make this verification.

Occupancy Standards for Homeownership and Rental Units

In accordance with the definition of family promulgated by the New York State Division of Housing and Community Renewal ("DHCR"), as may be amended from time to time, a family selected to purchase or rent a Unit, as the case may be, whether by the Developer or subsequent Unit Owner, may include an individual with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. (See DHCR statewide Section 8 Voucher Program, Section 8 Administrative Plan dated April 1, 2006, § 4.01). This definition should be used when determining the occupants of a Unit. Additionally, the County has adopted the below occupancy standards based on Unit size.

<u>Number of Bedrooms</u>	<u>Minimum Number of Persons Per Household</u>	<u>Maximum Number Persons Per Household</u>
0 BR	1	1
1BR	1	3
2BR	2	5
3BR	3	7

The above standards must be used to determine the family size for each unit based on the number of bedrooms. If the family receives a Section 8 subsidy, the more restrictive standard established by DHCR will be applied. These standards are also subject to local occupancy and building codes.

F. NON-DISCRIMINATION (including Deed Restriction Requirement)

The Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 USC 2000d-2000d4 Non discrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. In the event of the sale or other transfer of the Affordable Housing Property or the Units prior to the expiration of the Period of Affordability, the Developer or subsequent purchaser of the Affordable Housing Property or the Units shall cause or require a covenant running with the land to be inserted in the deed for each transfer prohibiting discrimination upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of such land or any improvements erected thereon, and providing that the Developer and the United States are beneficiaries of and entitled to enforce such covenant.

It is understood and acknowledged that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination.

G. PROPERTY STANDARDS

At the time of initial occupancy and continuing throughout the Period of Affordability, all Units must meet all applicable federal, state and local laws, rules, regulations, codes, rehabilitation standards, ordinances and zoning ordinances etc. including without limitation the Housing Quality Standards ("HQS") set forth in 24 CFR Part 92.251, 92.209(i), 200.925, 200.926, 982.401, and 3280 and all lead-based paint requirements as set forth in 24 CFR Part 35. The Developer shall ensure that, at the time of initial occupancy, all Units are in compliance with the applicable standards set forth above. Following initial sale of the Unit(s), the Owner of such Unit becomes and remains responsible for such compliance.

H. FAIR HOUSING AND AFFIRMATIVE MARKETING PLAN

The Developer must develop an Affirmative Fair Housing Marketing Plan (the "Marketing Plan") as part of their Management Plan, and submit the Marketing Plan for approval by the Westchester County Department of Planning. The Marketing Plan must promote fair housing by ensuring outreach to all potentially eligible households, especially those least likely to apply for assistance and must comply with all applicable federal, state, and local fair housing laws, rules, guidelines, regulations, etc., including but not limited to the Fair Housing Act 42 USC 360. The affirmative marketing components of the Marketing Plan must consist of actions that provide information and otherwise attract eligible persons to the project without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. Upon approval by the County, the Developer shall implement the Marketing Plan. The Marketing Plan may include, but is not be limited to:

- A description of the racial/ethnic make-up of the market area and identification of the segments of the eligible population, which are least likely to apply for housing without special outreach efforts.
- An outline of an outreach program, which describes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total eligible populations. The outreach program should:
 - Specify that all marketing of the affordable housing be County-wide and that all advertising be placed in sources of wide circulation;
 - Specify that all marketing of assisted housing which includes HOME funds be targeted to Westchester County Urban Consortium communities and that advertising be placed in sources of circulation in consortium communities;
 - Specifically state whether preferences will be used noting that preferences may be used within limits and must be approved by the County;
 - Utilize media outlets and sources that serve protected classes;
 - Provide and require the use of specific mailing lists of organizations whose membership or clientele consists primarily of protected class members;
 - Ensure that all printed material such as brochures and flyers as well as signs must include the Fair Housing, Equal Opportunity Housing and Accessibility logos; and
 - Ensure HUD's Fair Housing Poster is conspicuously displayed wherever sales/rentals and showings take place.
- A description of the indicators to be used to measure the success of the marketing program and steps to be taken if the indicators are not met.

- A statement that staff members engaged have had previous experience in marketing housing to groups identified as least likely to apply for the housing and/or describe the instructions and training provided to staff regarding Federal, State and local fair housing laws.

I. HOMEOWNER SELECTION POLICIES AND CRITERIA

Developers must adopt written homeowner selection policies and criteria and must provide the County with a copy. The homeowner selection policies should comply with all applicable federal, state and local laws, rules, regulations etc. and provide for the following:

- A clear statement of the income eligibility criteria for occupancy of the Units, including with respect to household size occupancy standard;
- A description of how income eligibility will be determined;
- selection of homeowners from a written waiting list in chronological order of their application;
- In the event initial occupancy will be determined by lottery, the procedure for selection must be in writing and approved by Westchester County Department of Planning; and
- Prompt written notification to any rejected applicant and state the grounds for the rejection.

Subsequent owners who choose to sell their unit during the Period of Affordability, shall be encouraged to comply with the above referenced policies and criteria whenever possible and are required to comply with the standards set for in this Schedule "B," including without limitation to sell to purchasers who meet the Affordability Requirements.

J. SURVIVAL

The provisions of this Schedule B shall survive expiration or other termination of the Agreement and shall remain in effect until the expiration of the Period of Affordability.

K. ATTACHMENTS

Attachments 1 through 3, which are attached hereto and made a part hereof, as follows:

The Development Budget for the construction of the proposed development is shown in Attachment 1.

The Survey/ Site Plan for the proposed development is shown in Attachment 2.

The proposed Construction Schedule for the new construction is shown in Attachment 3

Attachment 1 to Schedule B

FOX ISLAND Development Budget				
number of units	35			
SF per unit	1660			
GBA per unit	2160			
		per unit	per SF	Total
Modular Homes		\$105,910	\$63.80	\$3,706,850
Excavation, Backfill		\$5,500	\$3.31	\$192,500
Footings & Foundation		\$14,400	\$8.67	\$504,000
Roofing, siding, exterior finish, garage doors		\$10,800	\$6.51	\$378,000
Interior – finish all carpentry, sheet rock, interior			\$0.00	\$0
Stairs		\$7,400	\$4.46	\$259,000
Plumbing, washer/dryer hook-ups		\$7,500	\$4.52	\$262,500
Electrical		\$6,200	\$3.73	\$217,000
HVAC		\$9,600	\$5.78	\$336,000
Appliances, Range/Refrigerator/Dishwasher		\$2,400	\$1.45	\$84,000
Interior/Exterior painting		\$5,200	\$3.13	\$182,000
Crane Service		\$3,400	\$2.05	\$119,000
Steel Beams		\$2,800	\$1.69	\$98,000
Install Carpet, padding, tile flooring		\$5,000	\$3.01	\$175,000
Rear Deck, railings, footing, all P/T lumber		\$4,200	\$2.53	\$147,000
Garbage Container		\$1,400	\$0.84	\$49,000
Stucco Foundation		\$3,600	\$2.17	\$126,000
Footing Drains		\$1,400	\$0.84	\$49,000
Leater & Gutters		\$1,350	\$0.81	\$47,250
Insulation in basement and garage		\$855	\$0.52	\$29,925
Finish Garage and utility room		\$8,700	\$5.24	\$304,500
Exterior Front Door (Non-modular)		\$800	\$0.48	\$28,000
Site Super and General Laborers		\$7,200	\$4.34	\$252,000
Sil Plate, sil seal		\$850	\$0.51	\$29,750
Foundation Windows		\$900	\$0.54	\$31,500
Total cost:		\$217,365	\$130.94	\$7,607,775
Non-HIF site work		\$8,257	\$4.97	\$289,000
Contingency		\$11,963	\$7.21	\$418,709
Soft Cost		\$19,506	\$11.75	\$682,705

Developer Fee		\$26,061	\$15.70	\$912,126
Sub Total		\$65,787	\$39.63	\$2,302,540
Acquisition:		\$11,857	\$7.14	\$415,000
Total Non HIF Costs		\$295,009	\$177.72	\$10,325,315
HIF Costs		quantity/units	unit price	
Silt fence: 1700LF @ \$5/LF		1700	\$4.00	\$6,800
Clearing 1 acres @ \$7,500/acre		1	\$7,500.00	\$7,500
Fill Road Area 50' X 600'		30,000	\$2.13	\$63,900
Asphalt Roads & Parking 41,440@ \$4/SF		41,500	\$4.00	\$166,000
Concrete curbing 2511 LF @ \$18/LF		2,511	\$18.00	\$45,198
Sound Barrier: 570 LF @ \$200/LF		570	\$200.00	\$114,000
Sanitary Sewer 1400 @ \$45/LF		1400	\$45.00	\$63,000
Manholes 14 @ \$3,500		14	\$3,500.00	\$49,000
Drain Pipe 15" 1400 @ \$30/each		1400	\$30.00	\$42,000
Catch Basins 20 @ \$2,800/each		20	\$2,800.00	\$56,000
Road rock removal 100' x 45' x 20' deep		3500	\$40.00	\$140,000
Load/Truck rock 7000 CY @ \$5/CY		7000	\$5.00	\$35,000
Spread/compact 7000 CY @ \$5/CY		7000	\$5.00	\$35,000
Street connection				\$4,500
Street opening				\$4,500
Trench rock 310 CY @ \$75/CY		310	\$75.00	\$23,250
Road Retaining Walls 2,750 SF/\$37		2750	\$37.00	\$101,750
Related Engineering and soft costs				75,000
Total HIF Costs:		\$29,497	\$18	\$1,032,398
TOTAL DEVELOPMENT COSTS		\$324,506	\$195	\$11,357,713

Attachment 3 to Schedule B
Construction Schedule

Submission of Plans	February 23, 2007
Construction Start	May 1, 2008
Construction Completion	March 31, 2010

SCHEDULE "B 1"

WESTCHESTER COUNTY RESALE, REFINANCING AND RECAPTURE POLICY PROVISIONS APPLICABLE TO UNIT OWNERS

HOME Program Restrictions

Unit owners must comply with the requirements of the HOME program and the Declarations of Restrictive Covenants placed upon the Units by: 1) the County, pursuant to a Declaration of Restrictive Covenants which has been submitted for recording in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York; 2) the Graceland Terrace Housing Development Fund Corp., pursuant to a Declaration of Restrictive Covenants which has been submitted for recording in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York (collectively the "Declaration"), including without limitation, Schedule "B" thereto. Such responsibilities shall include, but are not limited to, the requirement that the purchaser of a Unit must occupy said Unit as their principal place of residence until the earlier of the sale of said Unit in compliance herewith or the expiration of the Period of Affordability.

Should the Unit owner fail to comply with the above-referenced requirements the County has the right, pursuant to 24 CFR 92.254 (a) (5) and the County's Consolidated Plan as filed with HUD, to compel the resale of the Unit (see Declaration § 4 – Legal and Equitable Relief).

Any defined terms used herein and not defined herein shall have the meaning ascribed to them in the Agreement.

Resale

In the event that an owner of a Unit desires to sell such Unit at any time prior to the expiration of the Period of Affordability, such owner must make the Unit available for purchase to purchasers meeting the Affordability Requirements, as more fully set forth in Schedule "B" to the Declaration. The owner must obtain the written approval of the County with respect to the proposed purchaser, noting, that the occupancy standards set forth in Schedule "B" must be used to determine the family size for each unit based on its bedroom size.

The County's approval shall also be required for the maximum resale price of the Units until the expiration of the Period of Affordability ("Maximum Resale Price"). The Maximum Resale Price will equal the sum of the following: (i) the net purchase price (i.e. gross sales prices minus subsidies) paid for the Unit by the selling owner, increased by the percentage increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the New York-Northern New Jersey Area, as published by the United States Bureau of Labor Statistics (the "Index"), between (a) the month that was two months earlier than the date on which the seller acquired the Unit; and (b) the month that is two months earlier than the month in which the seller contracts to sell the Unit. If the bureau stops publishing this index, and fails to designate a successor index, the County will designate a substitute index; and (ii) the cost of major capital improvements made by the seller of the Unit while said seller

of the Unit owned the Unit as evidenced by paid receipts depreciated on a straight line basis over a fifteen (15) year period from the date of completion and such approval shall be requested for said major capital improvement no later than the time the seller of the Unit desires to include it in the resale price. In the event of a foreclosure of a Unit, the Maximum Resale Price for a sale by the foreclosing bank/lending institution shall be calculated as above, except that the net purchase price on which the calculation shall be made shall be the net purchase price paid by the owner of the Unit against which the bank/lending institution foreclosed. Notwithstanding the foregoing, in no event shall the resale price exceed an amount affordable to a household at 80% of AMI at the time of the re-sale. Such amount shall be determined in the sole discretion of the Westchester County Department of Planning and shall be in accordance with such guidelines or rules as may be promulgated by the Housing Opportunity Commission ("HOC") the calculation of such a maximum price shall assume that the down payment is 20% of the resale price and that the sum of principle, interest, taxes and insurance ("PITI") plus applicable home owner association fees shall not exceed 30% of household income.

In the event that an owner desires to sell their Unit, the owner shall notify the County at least forty-five (45) days prior to the date of the proposed closing, in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, or to the Designee's address, if provided by the County. The owner may sell, convey or transfer the Unit provided the County has given written approval in a release letter ("Release Letter") that the proposed purchaser meets the Affordability Requirements, the purchase price is less than or equal to the Maximum Resale Price for such Unit. The above notice shall provide a name, address and telephone number of an individual to contact concerning the proposed sale. The notice shall enumerate the proposed purchase price and the income of the proposed purchaser. The owner or proposed purchaser shall provide any additional documentation requested to substantiate any of the above sums, including but not limited to, income tax returns and employment verification letters for proposed purchasers. The County shall provide the Release Letter to the owner at the closing provided that a determination is made in the County's sole judgment that the owner has complied with its obligations hereunder. The Release Letter shall specify the approval of the prospective purchaser and approval of the sales price.

Refinancing

In the event that an owner of a Unit desires to refinance such Unit, including without limitation, a mortgage, home equity loan or line of credit, at any time prior to the expiration of the Period of Affordability, such owner must first obtain the written consent of the County, following review of the terms of said transaction in accordance herewith.

In the event that an owner desires to refinance their Unit, the owner shall notify the County at least forty-five (45) days prior to the date of the proposed refinancing, in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, or to the Designee's address, if provided by the County. Said notice shall include the name, address and telephone number of an individual to contact concerning the proposed refinancing. The notice shall include the pertinent transaction details. The owner shall provide any additional documentation requested as may be requested by the County. The County shall have sole discretion to approve or disapprove of any such request, noting that the following criteria may be considered:

- The amount refinanced must be limited to outstanding principal on the mortgage plus reasonable closing costs and the resulting payments must increase affordability (i.e., the interest rate should be lower than the rate on the existing mortgage).
- The amount refinanced may increase above the outstanding principal amount only if: (i) the additional funds are being used to make capital improvements to the home, as permitted under local building code, and having received any necessary approvals, including without limitation by the condominium or coop board, if any and by Westchester County; or (ii) funds are needed for good cause shown, such as education costs for the primary owner to gain improved employment opportunities.
- In no case may the refinancing total amount exceed the restricted resale price, calculated at the time of application.
- The total amount should not exceed the Loan to Value ratio required by the lender, but in no case can it exceed 100% of the appraised value of the affordable Unit if this value is less than the restricted resale price.

In no case may the refinancing total amount exceed the Maximum Resale Price, calculated at the time of application.

Westchester County HIF Recapture Provisions²

Check Box if Applicable

Units having received an HIF subsidy must comply with the provisions of Chapter 298 of the Westchester County Administrative Code. Pursuant to Chapter 298, in the event that an affordable Unit is sold by the initial owner ("Initial Owner") within five (5) years of purchase by the Initial Owner such Initial Owner shall pay an HIF recapture amount (the "HIF Recapture Amount") to the County in the amount of the pro rata share of the cost of the County's HIF improvement related to such Unit plus fifteen (15%) percent of the appreciated value of the Unit based on the initial purchase price and the sale price. The pro rata share for any particular Unit is available upon written request to the Westchester County Department of Planning. In the event that a Unit is sold by the Initial Owner during the succeeding five (5) years after the end of the five (5) year period, the Initial Owner shall pay to the County an amount which constitutes the pro rata share of the cost of the County improvement related to such Unit reduced by twenty (20%) percent for each year the Unit is owned during such period. Such payment in such subsequent five (5) year period shall not include any of the appreciated value of the Unit. In the event that a Unit is sold prior to the expiration of the above ten (10) year period ("HIF Recapture Period"), and upon application to and approval in the County sole discretion, an Initial Owner shall not be assessed the HIF Recapture Amount if the County so determines that such payment would result in undue hardship ("HIF Waiver").

In the event that an Initial Owner of an HIF financed Unit desires to sell their Unit prior to the expiration of the HIF Recapture Period, in addition to such owner's obligation to notify the County pursuant to the above Resale section, such notice shall include a request that the County calculate the

² This section applies only to Units subsidized with Westchester County Housing Implementation Funds ("HIF").

HIF Recapture Amount due. The Initial Owner may request an HIF Waiver in writing, which request shall set forth any additional information necessary or advisable for County consideration. If an HIF Waiver has not been granted the Initial Owner shall be responsible to provide the County with a bank or certified check payable to the County of Westchester County at or prior to the closing in such amount. The County will not issue the Release Letter until such HIF Recapture Amount has been paid. In the event that in the County's judgment, the Initial Owner has satisfied his, her or their obligation under Chapter 298, the County shall specify such compliance in the Release Letter.

SCHEDULE "C"

Infrastructure Improvement Property Description

Proposed Emergency Access Road Easement (Alto Ave)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on a certain map entitled; "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps at Page 29. Thence along the easterly side and terminus of said Alto Avenue; South 27°36'40" West, 16.66 feet to the point of beginning of the herein described; thence through the lands of "Fox Commons, LLC", South 61°09'08" East, 41.98 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along said westerly line of a proposed R.O.W./Utility/Access Easement; South 47°06'15" West, 28.43 feet; thence continuing through the lands of "Fox Commons, LLC"; North 61°09'08" West, 32.49 feet to a point of intersection with the aforesaid easterly side and terminus of Alto Avenue; thence along said easterly side and terminus of Alto Avenue, North 27°36'40" East, 27.01 feet to the place or point of beginning.

Said easement containing an area of 1,005 sq. ft. more or less.

Proposed R.O.W./Utility/Access/Easement (Driveway and parking area)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as; Section 142.055, Block 1, Lot 6; Portion of Section 142.055, Block 1, Lot 5; and Portion of Section 142.054, Block 2, Lot 53.

Said Easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southerly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said point of beginning, along the southerly side of Fox Island Road, South 59°22'55" East, 52.64 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1693" as filed in the Westchester County Clerk's Office, Division of Land Records; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1693", South 30°37'05" West, 70.00 feet to a point of intersection with the northerly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1517" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 11832; thence along said northerly line of lands of "The New York State Thruway – New England Section, Parcel 1517", South 62°30'29" West, 35.33 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1698" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10743; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1698" and continuing along the northwesterly and northerly lines of land of a

certain map entitled, "The New York State Thruway-New England Section, Parcel 1692" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10688 the following courses and distances, South 39°52'05" West, 152.57 feet; and South 70°22'04" East, 36.41 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1688", as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10736; thence along the northwesterly and northerly lines of said "New York State Thruway-New England Section, parcel 1688", South 47°06'15" West, 564.84 feet; and North 69°05'30" West, 26.26 feet to the lands of now or formerly "Village of Port Chester", as conveyed by "Joseph P. Saline" per deed dated, April 30, 1956 and duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5578, Page 275 of Deeds; thence along the lands of now or formerly "Village of Port Chester", North 69°00'50" West, 32.98 feet to a point of intersection with the easterly line of lot 13 per a certain map entitled, "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps, at Page 29; thence along said easterly line of lot 13, North 27°36'40" East, 0.96 feet; thence through the lands of "Fox Commons, LLC" the following courses and distances, North 47°06'15" East, 503.45 feet to a point of curvature; thence on a curve to the left, radius of 82.00 feet, central angle of 21°03'46" and length of 30.14 feet to a point of tangency; thence North 26°02'29" East, 5.24 feet to a point of curvature; thence on a curve to the right, radius of 218.00 feet, central angle of 03°35'10" and length of 13.65 feet to a point of reverse curvature; thence on a curve to the left, radius of 18.00 feet, central angle of 67°05'39" and length of 21.08 feet to a point of tangency; thence North 37°28'00" West, 0.21 feet to a point of intersection with the aforesaid southeasterly line of Lot 7 per map entitled, "Subdivision Map of Lots of Samuel Glock"; thence along said southeasterly line of lot 7, North 39°52'05" East, 249.62 feet to a point of intersection with the southerly side of Fox Island Road and point and place of beginning.

Said easement containing an area of 44,003 sq. ft. more or less.

Proposed Utility Easement (interior roads)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence through the lands of "Fox Commons, LLC" the following courses and distances, South 20°46'50" East, 32.38 feet; South 42°53'45" East, 46.77 feet; North 47°06'15" East, 113.37 feet; and North 42°53'45" West, 98.20 feet to a point of intersection with the aforesaid Lot 7; thence along said Lot 7, North 35°08'40" East, 40.89 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, South 42°53'45" East, 113.06 feet; South 09°51'03" East, 58.72 feet to an angle point, thence south 42°53'45" East, 100.31 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" West, 49.39 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 02°08'15" East, 13.28 feet; north 42°53'45" West, 106.52 feet; South 47°06'15" West, 74.75 feet; and South 42°53'45" East, 115.91 feet to a point of intersection with westerly line of the aforesaid proposed R.O.W./Utility/Access Easement; thence along the westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" west, 40.00 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 42°53'45" West, 155.91 feet; South 47°06'15" West, 6.61 feet; North 42°53'45" west, 51.38 feet; and North 20°46'50" West, 11.61 feet to a point of intersection with the southeasterly side and terminus of aforesaid Greenwood Ave, being the northeasterly corner of Lot 12 per said map entitled, "The Maples"; thence running along the southeasterly side and terminus of Greenwood Avenue, North 23°30'40" East, 21.85 feet to an angle point; and North 35°08'40" East, a distance of 28.42 feet to the point or place of beginning.

Said easement containing an area of 23,475 sq. ft. more or less.

**Proposed, Fox Island Road
Off-site Infrastructure Area Easement**

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Fox Island Road and other lands of the Village of Port Chester.

Said easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southwesterly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said beginning point, southeasterly along the southwesterly side of Fox Island Road, South 59°22'55" East, a distance of 40.33 feet to the place or point of beginning of the herein described parcel; thence from said point of beginning thru Fox Island Road and other Lands of the Village of Port Chester, the following courses and distances,

North 54°42'00" East, 29.66 feet to an angle point;
South 59°21'28" East, 51.44 feet to an angle point;
South 55°12'14" East, 62.06 feet to an angle point;
South 65°19'37" East, 45.67 feet to an angle point;
South 32°29'06" East, 74.27 feet to an angle point;
South 42°34'16" East, 66.04 feet to an angle point;
South 47°25'44" West, 12.00 feet to an angle point;
North 42°34'16" West, 67.10 feet to an angle point;
North 32°29'06" West, 71.79 feet to an angle point;
North 65°19'37" West, 43.19 feet to an angle point;
North 55°12'14" West, 62.69 feet to an angle point;
North 59°21'28" West, 22.20 feet to an angle point;
and South 30°38'32" West, 15.07 feet to a point of intersection with said southwesterly side of Fox Island Road; Thence northwesterly along said southwesterly side of Fox Island Road, North 59°22'55" West a distance of 12.31 feet to the point or place of beginning.

Said easement containing an area of 4,169 sq. ft. more or less.

**Proposed, Greenwood Avenue
Off-site Infrastructure Area Easement**

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly: lying within Greenwood Avenue.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence along the southeasterly side and terminus of aforesaid Greenwood Ave, South 35°08'40" West a distance of 28.42 feet to an angle point; and South 23°30'40" West a distance of 21.85 feet to a point of intersection with the southwesterly side of Greenwood Ave; thence along the southwesterly side of Greenwood Avenue, North 58°42'20" West a distance of 50.00 feet to an angle point; thence through the lands of Greenwood Avenue, North 31°17'40" East a distance of 50.00 feet to a point of intersection with the aforementioned northeasterly side of Greenwood Avenue; thence along the northeasterly side of Greenwood Avenue, South 58°42'20" East a distance of 48.95 feet to the point or place of beginning.

Said easement containing an area of 2,411 sq. ft. more or less.

SCHEDULE "C-1"

Developer Infrastructure Improvement Property Description

Proposed Emergency Access Road Easement (Alto Ave)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on a certain map entitled; "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps at Page 29. Thence along the easterly side and terminus of said Alto Avenue; South 27°36'40" West, 16.66 feet to the point of beginning of the herein described; thence through the lands of "Fox Commons, LLC", South 61°09'08" East, 41.98 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along said westerly line of a proposed R.O.W./Utility/Access Easement; South 47°06'15" West, 28.43 feet; thence continuing through the lands of "Fox Commons, LLC"; North 61°09'08" West, 32.49 feet to a point of intersection with the aforesaid easterly side and terminus of Alto Avenue; thence along said easterly side and terminus of Alto Avenue, North 27°36'40" East, 27.01 feet to the place or point of beginning.

Said easement containing an area of 1,005 sq. ft. more or less.

Proposed R.O.W./Utility/Access/Easement (Driveway and parking area)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as; Section 142.055, Block 1, Lot 6; Portion of Section 142.055, Block 1, Lot 5; and Portion of Section 142.054, Block 2, Lot 53.

Said Easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southerly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said point of beginning, along the southerly side of Fox Island Road, South 59°22'55" East, 52.64 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1693" as filed in the Westchester County Clerk's Office, Division of Land Records; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1693", South 30°37'05" West, 70.00 feet to a point of intersection with the northerly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1517" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 11832; thence along said northerly line of lands of "The New York State Thruway – New England Section, Parcel 1517", South 62°30'29" West, 35.33 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1698" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10743; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1698" and continuing along the northwesterly and northerly lines of land of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1692" as filed in the Westchester

County Clerk's Office, Division of Land Records as Map 10688 the following courses and distances, South 39°52'05" West, 152.57 feet; and South 70°22'04" East, 36.41 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1688", as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10736; thence along the northwesterly and northerly lines of said "New York State Thruway-New England Section, parcel 1688", South 47°06'15" West, 564.84 feet; and North 69°05'30" West, 26.26 feet to the lands of now or formerly "Village of Port Chester", as conveyed by "Joseph P. Saline" per deed dated, April 30, 1956 and duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5578, Page 275 of Deeds; thence along the lands of now or formerly "Village of Port Chester", North 69°00'50" West, 32.98 feet to a point of intersection with the easterly line of lot 13 per a certain map entitled, "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps, at Page 29; thence along said easterly line of lot 13, North 27°36'40" East, 0.96 feet; thence through the lands of "Fox Commons, LLC" the following courses and distances, North 47°06'15" East, 503.45 feet to a point of curvature; thence on a curve to the left, radius of 82.00 feet, central angle of 21°03'46" and length of 30.14 feet to a point of tangency; thence North 26°02'29" East, 5.24 feet to a point of curvature; thence on a curve to the right, radius of 218.00 feet, central angle of 03°35'10" and length of 13.65 feet to a point of reverse curvature; thence on a curve to the left, radius of 18.00 feet, central angle of 67°05'39" and length of 21.08 feet to a point of tangency; thence North 37°28'00" West, 0.21 feet to a point of intersection with the aforesaid southeasterly line of Lot 7 per map entitled, "Subdivision Map of Lots of Samuel Glock"; thence along said southeasterly line of lot 7, North 39°52'05" East, 249.62 feet to a point of intersection with the southerly side of Fox Island Road and point and place of beginning.

Said easement containing an area of 44,003 sq. ft. more or less.

Proposed Utility Easement (interior roads)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence through the lands of "Fox Commons, LLC" the following courses and distances, South 20°46'50" East, 32.38 feet; South 42°53'45" East, 46.77 feet; North 47°06'15" East, 113.37 feet; and North 42°53'45" West, 98.20 feet to a point of intersection with the aforesaid Lot 7; thence along said Lot 7, North 35°08'40" East, 40.89 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, South 42°53'45" East, 113.06 feet; South 09°51'03" East, 58.72 feet to an angle point, thence south 42°53'45" East, 100.31 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" West, 49.39 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 02°08'15" East, 13.28 feet; north 42°53'45" West, 106.52 feet; South 47°06'15" West, 74.75 feet; and South 42°53'45" East, 115.91 feet to a point of intersection with westerly line of the aforesaid proposed R.O.W./Utility/Access Easement; thence along the westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" west, 40.00 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 42°53'45" West, 155.91 feet; South 47°06'15" West, 6.61 feet; North 42°53'45" west, 51.38 feet; and North 20°46'50" West, 11.61 feet to a point of intersection with the southeasterly side and terminus of aforesaid Greenwood Ave, being the northeasterly corner of Lot 12 per said map entitled, "The Maples"; thence running along the southeasterly side and terminus of Greenwood Avenue, North 23°30'40" East, 21.85 feet to an angle point; and North 35°08'40" East, a distance of 28.42 feet to the point or place of beginning.

Said easement containing an area of 23,475 sq. ft. more or less.

SCHEDULE "C-2"

Municipal Infrastructure Improvement Property Description

Fox Island Road Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Fox Island Road and other lands of the Village of Port Chester.

Said easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southwesterly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said beginning point, southeasterly along the southwesterly side of Fox Island Road, South 59°22'55" East, a distance of 40.33 feet to the place or point of beginning of the herein described parcel; thence from said point of beginning thru Fox Island Road and other Lands of the Village of Port Chester, the following courses and distances,

North 54°42'00" East, 29.66 feet to an angle point;
South 59°21'28" East, 51.44 feet to an angle point;
South 55°12'14" East, 62.06 feet to an angle point;
South 65°19'37" East, 45.67 feet to an angle point;
South 32°29'06" East, 74.27 feet to an angle point;
South 42°34'16" East, 66.04 feet to an angle point;
South 47°25'44" West, 12.00 feet to an angle point;
North 42°34'16" West, 67.10 feet to an angle point;
North 32°29'06" West, 71.79 feet to an angle point;
North 65°19'37" West, 43.19 feet to an angle point;
North 55°12'14" West, 62.69 feet to an angle point;
North 59°21'28" West, 22.20 feet to an angle point;
and South 30°38'32" West, 15.07 feet to a point of intersection with said southwesterly side of Fox Island Road; Thence northwesterly along said southwesterly side of Fox Island Road, North 59°22'55" West a distance of 12.31 feet to the point or place of beginning.

Said easement containing an area of 4,169 sq. ft. more or less.

Greenwood Avenue Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Greenwood Avenue.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence along the southeasterly side and terminus of aforesaid Greenwood Ave, South 35°08'40" West a distance of 28.42 feet to an angle point; and South 23°30'40" West a distance of 21.85 feet to a point of intersection with the southwesterly side of Greenwood Ave; thence along the southwesterly side of Greenwood Avenue, North 58°42'20" West a distance of 50.00 feet to an angle point; thence through the lands of Greenwood Avenue, North 31°17'40" East a distance of 50.00 feet to a point of intersection with the aforementioned northeasterly side of Greenwood Avenue; thence along the northeasterly side of Greenwood Avenue, South 58°42'20" East a distance of 48.95 feet to the point or place of beginning.

Said easement containing an area of 2,411 sq. ft. more or less.

SCHEDULE "D"
INFRASTRUCTURE IMPROVEMENTS PROJECT

A. SCOPE OF SERVICES

The infrastructure improvements include, but are not limited to the construction of a retaining wall, access road, sound barrier, sewer, water and storm drainage, curbs, paving, lighting, grading, engineering and related costs (the "Infrastructure Improvements"). The Infrastructure Improvements shall be constructed in accordance with the following plans: Fox Island Townhouses, Village of Port Chester, Town of Rye prepared by Ralph G. Mastromonaco, P.E., P.C., revised 2/21/07 (the "Plans").

B. PAYMENT

The County of Westchester will make progress payments to the Village of Port Chester for expenses incurred in constructing the Infrastructure Improvements associated with the construction of 35 units of affordable housing in the Village of Port Chester, in an amount not to exceed \$1,032,400, as set forth pursuant to the below Budget. All quantities are approximate, and the total amount shall not be exceeded.

Any and all requests for payments to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid within 30 days after approval by the Commissioner of Planning of the County of Westchester or his or her duly authorized designee (hereinafter the "Commissioner"), which approval shall not be unreasonably withheld and subject to the terms of the IMA. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

It is also understood that the County's Division of Housing and Community Development may visit the site during construction and will inspect and approve the project for substantial completion and that the County shall be permitted such access.

BUDGET (County HIF Funds):

All quantities are approximate, and the total amount shall not be exceeded).

HIF Costs	quantity/units	unit price		
Silt fence: 1700LF @ \$5/LF	1700	\$4.00		\$6,800
Clearing 1 acres @ \$7,500/acre	1	\$7,500.00		\$7,500
Fill Road Area 50' X 600'	30,000	\$2.13		\$63,900

Asphalt Roads & Parking 41,440@ \$4/SF	41,500	\$4.00		\$166,000
Concrete curbing 2511 LF @ \$18/LF	2,511	\$18.00		\$45,198
Sound Barrier: 570 LF @ \$200/LF	570	\$200.00		\$114,000
Sanitary Sewer 1400 @ \$45/LF	1400	\$45.00		\$63,000
Manholes 14 @ \$3,500	14	\$3,500.00		\$49,000
Drain Pipe 15" 1400 @ \$30/each	1400	\$30.00		\$42,000
Catch Basins 20 @ \$2,800/each	20	\$2,800.00		\$56,000
Road rock removal 100' x 45' x 20' deep	3500	\$40.00		\$140,000
Load/Truck rock 7000 CY @ \$5/CY	7000	\$5.00		\$35,000
Spread/compact 7000 CY @ \$5/CY	7000	\$5.00		\$35,000
Street connection				\$4,500
Street opening				\$4,500
Trench rock 310 CY @ \$75/CY	310	\$75.00		\$23,250
Road Retaining Walls 2,750 SF/\$37	2750	\$37.00		\$101,750
Related Engineering and soft costs				75,000
Total HIF amount not to be exceeded:	\$29,497	\$18	\$14	\$1,032,400

The Developer is responsible for funding the costs of construction of the Infrastructure Improvements not funded through the County HIF Funds.

D. CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE IMPROVEMENTS

Date for Submission of Plans	02/23/07
Commencement Date for Construction of Infrastructure Improvements	8/1/08
Completion Date for Infrastructure Improvements	3/31/10

SCHEDULE "E"

DECLARATION OF RESTRICTIVE COVENANTS

INTENTIONALLY OMITTED

SCHEDULE "F"

STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of

Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

As per the attached written agreement, and where indicated with a check mark below, the following insurance(s) will also be required:

	<i>(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000.00. Policy shall be kept in full force and effect for three (3) years from the date of Closing and the County shall be provided with the endorsement naming the County of Westchester as an additional insured.</i>
	<i>(f) Property Insurance – Replacement Cost basis with County of Westchester named as loss payee as its interest may appear</i>
	<i>(g) Builder's Risk – Municipality at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value, with the County of Westchester named as loss payee as its interest may appear.</i>

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "G-1"

Developer Easement

THIS INDENTURE, made the ^{25th} day of July, 2008, by and to

Graceland Terrace Housing Development Fund Corporation, a not-for-profit corporation, having an office and place of business at 211 South Ridge Street, Rye Brook, N.Y. 10573, **(the "HDFC") as nominee for Fox Commons, LLC**, a limited liability corporation, having an office and place of business at 505 Franklin Street, Rye Brook, N.Y. 10573.

(hereinafter designated the "Grantor")

and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "Grantee" or the "County")

WITNESSETH:

WHEREAS, Grantor is the owner of the fee title of that certain parcel of real property located at Fox Island Road, in the Village of Port Chester, County of Westchester, State of New York, as more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Infrastructure Improvements Property"):

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, an easement (the "Easement") in, on, over, under and through the Infrastructure Improvements Property for the purpose of operating and accessing certain County owned public improvements, including, but not be limited to, sewer facilities (storm and sanitary), water facilities, public street improvements, off-street parking, sidewalks, lighting, appurtenant landscaping and engineering (the "Infrastructure Improvements").

The Easement granted herein is subject to the following restrictions:

The Grantor Covenants, for itself, its successors and assigns forever that no building, structure or impediment will be built or placed in, on, over, under or through the Easement.

The Grantor further covenants that neither it, nor its successors or assigns shall do anything, or allow anything to be done, which in the reasonable opinion of the Grantee would

injure, endanger or impair the Infrastructure Improvements contained within the Easement or the operation thereof.

This Easement is granted on the following terms and conditions:

The Grantee, its employees, agents and contractors, shall have the right at any time of access, ingress, egress and regress into and from the Easement for the purpose of excavating, grading, constructing, reconstructing, enlarging, repairing, monitoring and maintaining the Infrastructure Improvements without becoming or being held liable for trespass.

The Grantor acknowledges that the Infrastructure Improvements constructed in, on, over, under or through the Easement shall be owned by the County for so long as the bonds of the County (the "Bonds"), which made funds available for said Infrastructure Improvements are outstanding, pursuant to the terms of the certain inter-municipal agreement of even date herewith by and between the Grantor and the County. Upon maturity or full redemption of the aforesaid Bonds, title to the Infrastructure Improvements will vest in the Village of Port Chester, and this Indenture and the Easement granted herein shall terminate.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns.

TO HAVE AND TO HOLD the Easement granted herein unto the Grantee, its successors and assigns until such time as the Bonds have matured or have been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

**Graceland Terrace Housing
Development Fund Corporation**

By: *Brian M. Mahoney*
Name: *Brian M. Mahoney*
Title: *Pres.*

Fox Commons. LLC.

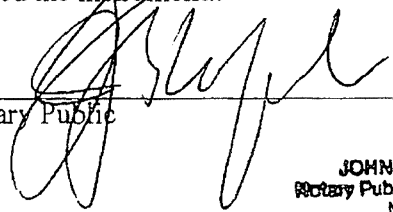
By: *Joe J. Coyne*
Name: *Joe J. Coyne*
Title: *Joe J. Coyne*

Record and Return to:
Larry Kelly Westchester County Department of Planning
148 Martine Avenue - Room 407
White Plains, NY 10601

UNIFORM ACKNOWLEDGMENT (Developer)

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

On the 25 day of July in the year 2008, before me the undersigned personally appeared hous haringa personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument..



Notary Public

JOHN B. COLANGELO
Notary Public, State of New York
No. 4708504
Qualified in Westchester County
Commission Expires July 31, 192011

UNIFORM ACKNOWLEDGMENT

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the 11 day of July in the year 2008, before me the undersigned personally appeared Paula Mactraher personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JOHN B. COLANGELL
Notary Public, State of New York
No. 4708504
Qualified in Westchester County
Commission Expires 7/31/2011

EXHIBIT A

Metes and Bounds of the Developer Infrastructure Improvement Property

Proposed Emergency Access Road Easement (Alto Ave)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on a certain map entitled; "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps at Page 29. Thence along the easterly side and terminus of said Alto Avenue; South 27°36'40" West, 16.66 feet to the point of beginning of the herein described; thence through the lands of "Fox Commons, LLC", South 61°09'08" East, 41.98 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along said westerly line of a proposed R.O.W./Utility/Access Easement; South 47°06'15" West, 28.43 feet; thence continuing through the lands of "Fox Commons, LLC"; North 61°09'08" West, 32.49 feet to a point of intersection with the aforesaid easterly side and terminus of Alto Avenue; thence along said easterly side and terminus of Alto Avenue, North 27°36'40" East, 27.01 feet to the place or point of beginning.

Said easement containing an area of 1,005 sq. ft. more or less.

Proposed R.O.W./Utility/Access/Easement (Driveway and parking area)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as; Section 142.055, Block 1, Lot 6; Portion of Section 142.055, Block 1, Lot 5; and Portion of Section 142.054, Block 2, Lot 53.

Said Easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southerly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said point of beginning, along the southerly side of Fox Island Road, South 59°22'55" East, 52.64 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1693" as filed in the Westchester County Clerk's Office, Division of Land Records; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1693", South 30°37'05" West, 70.00 feet to a point of intersection with the northerly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1517" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 11832; thence along said northerly line of lands of "The New York State Thruway – New England Section, Parcel 1517", South 62°30'29" West, 35.33 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1698" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10743; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1698" and continuing along the northwesterly and northerly lines of land of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1692" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10688 the following courses and distances, South 39°52'05" West, 152.57 feet; and South 70°22'04" East, 36.41 feet to a point of intersection

with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1688", as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10736; thence along the northwesterly and northerly lines of said "New York State Thruway-New England Section, parcel 1688", South 47°06'15" West, 564.84 feet; and North 69°05'30" West, 26.26 feet to the lands of now or formerly "Village of Port Chester", as conveyed by "Joseph P. Saline" per deed dated, April 30, 1956 and duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5578, Page 275 of Deeds; thence along the lands of now or formerly "Village of Port Chester", North 69°00'50" West, 32.98 feet to a point of intersection with the easterly line of lot 13 per a certain map entitled, "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps, at Page 29; thence along said easterly line of lot 13, North 27°36'40" East, 0.96 feet; thence through the lands of "Fox Commons, LLC" the following courses and distances, North 47°06'15" East, 503.45 feet to a point of curvature; thence on a curve to the left, radius of 82.00 feet, central angle of 21°03'46" and length of 30.14 feet to a point of tangency; thence North 26°02'29" East, 5.24 feet to a point of curvature; thence on a curve to the right, radius of 218.00 feet, central angle of 03°35'10" and length of 13.65 feet to a point of reverse curvature; thence on a curve to the left, radius of 18.00 feet, central angle of 67°05'39" and length of 21.08 feet to a point of tangency; thence North 37°28'00" West, 0.21 feet to a point of intersection with the aforesaid southeasterly line of Lot 7 per map entitled, "Subdivision Map of Lots of Samuel Glock"; thence along said southeasterly line of lot 7, North 39°52'05" East, 249.62 feet to a point of intersection with the southerly side of Fox Island Road and point and place of beginning.

Said easement containing an area of 44,003 sq. ft. more or less.

**Proposed Utility Easement
(interior roads)**

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence through the lands of "Fox Commons, LLC" the following courses and distances, South 20°46'50" East, 32.38 feet; South 42°53'45" East, 46.77 feet; North 47°06'15" East, 113.37 feet; and North 42°53'45" West, 98.20 feet to a point of intersection with the aforesaid Lot 7; thence along said Lot 7, North 35°08'40" East, 40.89 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, South 42°53'45" East, 113.06 feet; South 09°51'03" East, 58.72 feet to an angle point, thence south 42°53'45" East, 100.31 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" West, 49.39 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 02°08'15" East, 13.28 feet; north 42°53'45" West, 106.52 feet; South 47°06'15" West, 74.75 feet; and South 42°53'45" East, 115.91 feet to a point of intersection with westerly line of the aforesaid proposed R.O.W./Utility/Access Easement; thence along the westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" west, 40.00 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 42°53'45" West, 155.91 feet; South 47°06'15" West, 6.61 feet; North 42°53'45" west, 51.38 feet; and North 20°46'50" West, 11.61 feet to a point of intersection with the southeasterly side and terminus of aforesaid Greenwood Ave, being the northeasterly corner of Lot 12 per said map entitled, "The Maples"; thence running along the southeasterly side and terminus of Greenwood Avenue, North 23°30'40" East, 21.85 feet to an angle point; and North 35°08'40" East, a distance of 28.42 feet to the point or place of beginning.

Said easement containing an area of 23,475 sq. ft. more or less.

SCHEDULE "G-2"

THIS INDENTURE, made the 23rd day of July, 2008, by and to

VILLAGE OF PORT CHESTER, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church Street, Port Chester, New York 10573 (hereinafter designated the "Municipality" or "Grantor")

and

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

WITNESSETH:

WHEREAS, Grantor is the owner of the fee title of that certain parcel of real property located at Fox Island Road in the Village of Port Chester, County of Westchester, State of New York, as more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property" or "Easement Area"):

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, an easement (the "Easement") in, on, over, under and through the Property for the purpose of excavating, grading, constructing, reconstructing, enlarging, repairing, monitoring and maintaining certain public improvements (the "Infrastructure Improvements").

The Easement granted herein is subject to the following restrictions:

The Grantor covenants, for itself, its successors and assigns forever that no building, structure or impediment will be built or placed in, on, over, under or through the Easement Area. Notwithstanding the foregoing the Grantor may place smaller, non-structural items such as landscaping improvements and benches within the easement area so long as such items do not impede use of Easement Area, including without limitation the work being performed therein.

The Grantor further covenants that neither it, nor its successors or assigns shall do anything, or allow anything to be done, which in the reasonable opinion of the Grantee would injure, endanger or impair the Improvements contained within the Easement or the operation thereof.

This Easement is granted on the following terms and conditions:

The Grantee, its employees, agents and contractors, shall have the right at any time of access, ingress, egress and regress into and from the Easement for the purpose of excavating, grading, constructing, reconstructing, enlarging, repairing, monitoring and maintaining the Improvements without becoming or being held liable for trespass.

The Grantor acknowledges that the Improvements constructed in, on, over, under or through the Easement Area shall be owned by the County for so long as the bonds of the County (the "Bonds"), which made funds available for said Infrastructure Improvements are outstanding and agrees to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership. Upon maturity or redemption of the aforesaid Bonds of the County, title to the Infrastructure Improvements, including, but not limited to Easement rights, will vest in the Grantor, and this Indenture and the Easement granted herein shall terminate.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns.

TO HAVE AND TO HOLD the Easement granted herein unto the Grantee, its successors and assigns until such time as the Bonds have matured or have been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

VILLAGE OF PORT CHESTER

By William F. Williams
Name:
Title: VILLAGE MANAGER

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

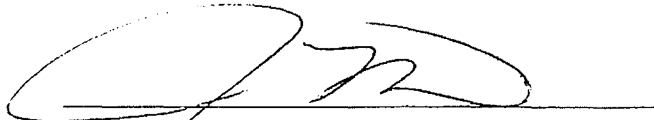
Larry Kelly
Westchester County Department of Planning
148 Martine Avenue - Room 414
White Plains, New York 10601

ACKNOWLEDGMENT (MUNICIPALITY)

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

On the 23rd day of July in the year 2008 before me, the undersigned, personally appeared William F. Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: 7-23-08



Notary Public

JOAN M. MARINO
Notary Public, State of New York
No. 01MA5086967
Qualified in Westchester County
Commission Expires October 27, 2009

EXHIBIT "A"

Fox Island Road Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Fox Island Road and other lands of the Village of Port Chester.

Said easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southwesterly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said beginning point, southeasterly along the southwesterly side of Fox Island Road, South 59°22'55" East, a distance of 40.33 feet to the place or point of beginning of the herein described parcel; thence from said point of beginning thru Fox Island Road and other Lands of the Village of Port Chester, the following courses and distances,

North 54°42'00" East, 29.66 feet to an angle point;
South 59°21'28" East, 51.44 feet to an angle point;
South 55°12'14" East, 62.06 feet to an angle point;
South 65°19'37" East, 45.67 feet to an angle point;
South 32°29'06" East, 74.27 feet to an angle point;
South 42°34'16" East, 66.04 feet to an angle point;
South 47°25'44" West, 12.00 feet to an angle point;
North 42°34'16" West, 67.10 feet to an angle point;
North 32°29'06" West, 71.79 feet to an angle point;
North 65°19'37" West, 43.19 feet to an angle point;
North 55°12'14" West, 62.69 feet to an angle point;
North 59°21'28" West, 22.20 feet to an angle point;
and South 30°38'32" West, 15.07 feet to a point of intersection with said southwesterly side of Fox Island Road; Thence northwesterly along said southwesterly side of Fox Island Road, North 59°22'55" West a distance of 12.31 feet to the point or place of beginning.

Said easement containing an area of 4,169 sq. ft. more or less.

Greenwood Avenue Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly: lying within Greenwood Avenue.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence along the southeasterly side and terminus of aforesaid Greenwood Ave, South 35°08'40" West a distance of 28.42 feet to an angle point; and South 23°30'40" West a distance of 21.85 feet to a point of intersection with the southwesterly side of Greenwood Ave; thence along the southwesterly side of Greenwood Avenue, North 58°42'20" West a distance of 50.00 feet to an angle point; thence through the lands of Greenwood Avenue, North 31°17'40" East a distance of 50.00 feet to a point of intersection with the aforementioned northeasterly side of Greenwood Avenue; thence along the northeasterly side of Greenwood Avenue, South 58°42'20" East a distance of 48.95 feet to the point or place of beginning.

Said easement containing an area of 2,411 sq. ft. more or less.

SCHEDULE "H"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractee must complete, sign and return this form to the County)

Contract Name and/or ID No.: _____

(To be filled in by County)

Name of Municipality:

(To be filled in by Municipality)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

N/A

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;

- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No

If yes, please provide details: _____

Authorized Official of the Municipality shall sign below and type or print information below the signature line:

William F. Williams
Name: William F. Williams
Title: VILLAGE MANAGER
Date: July 22, 2003

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AB
PORTC-1
DATE (MM/DD/YYYY)
07/30/08


PRODUCER Spain Agency, Inc. 625 Route 6 Mahopac NY 10541 Phone: 845-628-1700 Fax: 845-628-1804	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Village of Port Chester Mr. Bill Williams, Village Mgr 222 Grace Church St Port Chester NY 10573	INSURER A: NY Municipal Ins Reciprocal	
	INSURER B: Safety National Casualty Corp.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MPLVPOC001	06/01/08	06/01/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" 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	MPLVPOC001	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$ 50000 DED
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	MPLVPOC001	06/01/08	06/01/09	EACH OCCURRENCE	\$
						AGGREGATE	\$ 1000000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SP1D36NY	06/01/08	06/01/09	WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Property Section	MPLVPOC001	06/01/08	06/01/09		
A		Equipment Floate	MPLVPOC001	06/01/08	06/01/09		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Waiver of subro applies and insurance is primary per contract. Other insurna provisions does not apply as pwer contract. Ded in all policies will be assu by the muni and will not be part of this policy. Re: Fox Island

CERTIFICATE HOLDER WESTC-7 Westchester County Michaelian Office Bldg 148 Martine Avenue White Plains NY 10601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 AGENTS OR REPRESENTATIVES. 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NEW YORK
 WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
 SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" William Williams, Village Manager (914) 939 - 5200
	1e. NY8 Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
	1f. Federal Employer Identification Number of Business referenced in Box "1a". 136007322
1b. Effective Date of Membership in the Group 9/1/2006	
1c. The Proprietor, Partners, or Executive Officers are <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Westchester County 148 Martins Avenue White Plains, NY 10601 RE: Proof of Workers' Compensation Coverage, Pox Island Affordable Housing Project	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

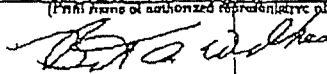
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Brent Wilkes, President
(Print Name of authorized representative of the Group Self-Insurer)

Certified by:  7/30/2008
(Signature) (Date)

Title: President

Telephone Number: 1-888-737-6269

DEVELOPER-MUNICIPAL AGREEMENT
HOUSING IMPLEMENTATION FUND PROGRAM

THIS AGREEMENT made this 27 day of July, 2008,
by and between:

VILLAGE OF PORT CHESTER, a municipal corporation of the State of New York, having an office and place of business at 222 Grace Church St., Port Chester, New York 10573

(the "Municipality")

and

GRACELAND TERRACE HOUSING DEVELOPMENT FUND CORPORATION, a not-for-profit corporation, having an office and place of business at 211 South Ridge Street, Rye Brook, NY 10573 (the "HDFC") as nominee for **FOX COMMONS, LLC**, a limited liability corporation, having an office and place of business at 8 Hilltop Drive, Port Chester, NY 10573

(the "Developer")

WHEREAS, the County has established a Housing Implementation Fund ("HIF" or "Fund") to provide water facilities, sewer facilities, road improvements, and other public improvements (the "Infrastructure Improvements") to encourage the development of affordable housing in Westchester County (the "County"); and

WHEREAS, the Developer has committed to construct the affordable housing project (the "Development") as more fully set forth in Schedule "B," which is attached hereto and forms a part hereof, on the Affordable Housing Property, as more fully set forth in Schedule "A," which is attached hereto and forms a part hereof; and

WHEREAS, the Developer is the fee title owner of the Affordable Housing Property; and

WHEREAS, the Municipality desires construction of the Development; and

WHEREAS, the Developer is the fee title owner of the Infrastructure Improvements Property (as more fully set forth in Schedule "C," which is attached hereto and forms a part hereof); and

WHEREAS, the Municipality proposes to enter into an Intermunicipal Agreement (the "IMA") with the County, pursuant to which the Municipality will, on behalf of the County, construct the Infrastructure Improvements (as more full set forth in Schedule "D," which is attached hereto and forms a part hereof) in support of the aforementioned Development, on the Infrastructure Improvements Property; and

WHEREAS, the Developer desires construction of the Infrastructure Improvements in support of the Development, by the Municipality pursuant to the terms of the IMA; and

WHEREAS, upon completion of the Development, the Developer will transfer ownership of the Infrastructure Improvement Property to the Municipality; and,

WHEREAS, the Municipality proposes to fund the cost of the construction of the Infrastructure Improvements (as defined in Schedule "D") using the proceeds of tax exempt general obligation bonds issued by the County pursuant to the IMA; and

WHEREAS, the Developer shall grant the County an easement in the Infrastructure Improvements Property for the life of the aforementioned bonds at or prior to the execution of the IMA; and

WHEREAS, the Developer have reviewed a copy of the IMA; and

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Developer-Municipal agreement (the "Agreement" and/or "DMA").

2. **INFRASTRUCTURE IMPROVEMENTS**: The Municipality agrees to construct the Infrastructure Improvements, all as more fully set forth in the IMA, which is incorporated herein by reference. Pursuant to the IMA, the Municipality shall, within thirty (30) days of the date thereof award a bid for construction of the Infrastructure Improvements. The Municipality shall require a bond covering one hundred percent (100%) of the work to be performed by the winning bidder, in form and content and issued by a surety reasonably satisfactory to the Municipality or some other instrument of guarantee acceptable to the Municipality. In no event shall the retention of a Contractor (the "Contractor") by the Municipality to perform work on the Infrastructure Improvements relieve or otherwise discharge the Municipality from its obligations under this Agreement.

In the event the lowest acceptable bid exceeds the amount of the County HIF Funds as defined in the IMA, at its option the Developer may elect to contribute said excess and, post (in cash) by the Developer with the Municipality, in escrow, prior to the awarding of the bid, the amount of said excess.

3. **AFFORDABLE HOUSING DEVELOPMENT**: The Developer agrees to construct the Development and related facilities, all as more fully set forth in Schedule "B," and to fully comply with all the conditions set forth in Schedule "B". Construction of the Project, including without limitation the Units (defined in Schedule "B"), shall be in accordance with Plans (defined in Schedule "B"), which are incorporated herein by

reference. The Developer shall report to the Municipality on its progress toward completing the Project.

The Developer shall sell and/or rent the Units as the case may be, in accordance with the Affordability Requirements (as defined in Schedule "B" and Schedule "B-1") for the 40 year Period of Affordability (as defined in Schedule "B") and pursuant to the Declaration of Restrictive Covenants (defined below).

The Developer shall comply with Chapter 298 of the Westchester County Administrative Code as applicable to the Units ("Chapter 298").

Notwithstanding anything herein contained to the contrary, should the Infrastructure Improvements and the Development, including without limitation, the Units, fail to be fully constructed within two (2) years from execution of this Agreement then the Municipality shall have the right to require repayment from the Developer of all County HIF Funds paid hereunder.

All of the terms of this Section "3" shall survive the expiration or other termination of this Agreement.

4. Declaration of Restrictive Covenants: The Developer has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcel "E" with the Westchester County Clerk's office under control number 71990687. In addition, the Developer acknowledges that the County has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcels "A", "B" and "D" with the Westchester County Clerk's office under control number 71990651 and that the Developer has recorded a Declaration of Restrictive Covenant on a portion of the Affordable Housing Property known as parcel "C" with the Westchester County Clerk's office under control number 71990696. The Developer further acknowledges that the combined aforementioned declarations (the

"Declaration of Restrictive Covenants") place affordability restrictions on the Affordable Housing Property and are incorporated herein by reference.

5. LIENS: The Municipality shall require that the Contractor(s) or subcontractor(s) shall not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements (which will not be owned by the Contractor(s) or subcontractor(s)). The Municipality shall promptly pay the Contractor for work done pursuant to the terms of the IMA. County HIF Funds shall be expended solely and exclusively for the purchase of materials and performance of labor used in the construction of the Infrastructure Improvements in accordance with the IMA.

The Developer shall not enter into any mortgage or financing documents that place a lien on the Infrastructure Improvements (which will not be owned by the Developer) or conflict with or diminish the terms of the Declaration of Restrictive Covenants to be recorded against the Affordable Housing Property.

6. TAX RESTRICTIONS: a) The Bonds. The Developer acknowledges and understands that the funds available for the Infrastructure Improvements hereunder are expected to be made available from bonds of the County (the "Bonds"), which have been, or shall be, issued for the construction of the Infrastructure Improvements. The Developer further acknowledges and understands that in connection with the issuance of the Bonds, the Commissioner of Finance of the County of Westchester has or will execute an "Arbitrage and Use of Proceeds Certificate", in compliance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"). The Developer agrees that it will do all acts and things, or refrain from taking action, as necessary in order to assure that interest paid on the Bonds shall not be included in gross income of the owners of the Bonds for the purpose of Federal income taxation.

b) Commencement of Construction. The Municipality expects that the construction of the Infrastructure Improvements will commence within ninety (90) days from execution of this Agreement and that the County HIF Funds made available hereunder will be expended for costs of the Infrastructure Improvements in accordance with the budget contained in Schedule "D" and the construction of the Infrastructure Improvements will proceed in accordance with said Schedule. The Municipality agrees to notify the Developer in the event of changes in the expected schedule for completion of the Infrastructure Improvements.

c) Extensions. Notwithstanding anything to the contrary contained in this Agreement, the Municipality and the Developer shall use best efforts and good faith to meet any and all time periods provided for in this Agreement and in any schedule annexed hereto in connection with any obligation of the Municipality and of the Developer. If, despite the use of best efforts and good faith, the Municipality and/or the Developer is unable to meet any stated time period, then the Municipality shall request an extension of such time period and all subsequent time periods affected thereby, subject to the consent of the County.

All of the provisions of this Section "6" shall survive the expiration or other termination of this Agreement.

7. OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS: The Developer acknowledges that the Infrastructure Improvements shall be owned by the County for so long as the Bonds are outstanding. The Developer agrees to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership. Upon maturity or redemption of the Bonds, title to the Infrastructure Improvements, and related easement rights, will vest in the Municipality.

All of the provisions of this Section "7" shall survive the expiration or other termination of this Agreement.

8. MAINTENANCE AND REPAIRS: Pursuant to the IMA, the Infrastructure Improvements shall be kept in good order and repair by the Municipality at the Municipality's sole cost and expense, and the Municipality shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair. However, notwithstanding the foregoing, the Developer, its successors and assigns, agrees, at its sole cost and expense, to adhere to the above referenced requirements as more fully set forth in Schedule "E" attached hereto.

This Section "8" shall be in effect for as long as the County owns the Infrastructure Improvements notwithstanding any other term set forth herein.

9. WARRANTIES AND GUARANTEES: The Developer expressly represents, warrants and guarantees to the Municipality that:

(a) It is duly organized and validly existing under the laws of the State of New York. The execution, delivery and performance of this Agreement are within the Developer's corporate powers, have been duly authorized by a resolution of the Developer's governing bodies and are not in contravention of the Developer's charter, bylaws or any agreement by which they are bound;

(b) the person signing this Agreement on behalf of the Developer has full authority to bind the Developer to all of the terms and conditions of this Agreement pursuant to the authority granted by the Developer's governing bodies, as noted above;

(c) the Developer is financially and technically qualified to perform its obligations hereunder, including construction of the Development;

(d) the Developer is financially capable of completing the Development;

(e) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the Development;

(f) the design, supervision and workmanship furnished with respect to the construction of the Development shall be in accordance with sound and currently accepted scientific standards and best engineering practices;

(g) the developer will use its best efforts to assure and shall require in any contract documents with its Contractors and subcontractors that all materials, equipment and workmanship furnished by contractors and subcontractors of the Development in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices; and

(h) that construction of the Development shall be carried on continuously, diligently and with dispatch to final completion and that said construction shall be completed on or before two (2) years from the date of execution of this Agreement; and

(i) that is the Developer is the fee title owner of the Affordable Housing Property.

All of the provisions of this Section "9" shall survive the expiration or other termination of this Agreement.

10. INSURANCE; INDEMNIFICATION: The Developer agrees:

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

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

11. ENVIRONMENTAL INDEMNIFICATION: The Developer represents and warrants and guarantees to the Municipality as follows:

(a) The Developer has no knowledge of nor has it received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements as defined in subsection (c) of this Section "11"; and

(b) The Developer has no knowledge nor has received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as "Hazardous Materials" in subsection (c) of this Section "11"; and

(c) Definitions. For the purposes of this Agreement and this Section "11", the following definitions shall apply:

(1.) "Hazardous Materials" or "Hazardous Waste" shall mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Infrastructure Improvements Property, causes or threatens to cause a nuisance on the Infrastructure Improvements Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Infrastructure Improvements Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Infrastructure Improvements Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2.) "Environmental Requirements" shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

(d) The Developer hereby acknowledges and agrees that it shall defend and indemnify the Municipality for any "Environmental Damages" arising out of or in anyway connected with the Infrastructure Improvements Property. "Environmental Damages" shall mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" at, on, under or related to the Infrastructure Improvements Property (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property, or the existence of a violation of "Environmental Requirements" pertaining to the Infrastructure Improvements Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality's present ownership of the Infrastructure Improvements Property, including without limitation:

(i) damages for personal injury, or injury to property or natural resources occurring upon or off the Infrastructure Improvements Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Infrastructure Improvements Property or any other property or otherwise expended in connection with such conditions;

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subsection (ii) herein; and

(iv) diminution in the value of the Infrastructure Improvements Property and damages for loss of business and restriction on the use of the Infrastructure Improvements Property or any part thereof.

All of the provisions of this Section "11" shall survive the expiration or other termination of this Agreement.

12. ASSIGNMENT OF RIGHTS: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the Municipality is void.

13. ENTIRE AGREEMENT; AMENDMENT: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

14. INDEPENDENT CONTRACTOR: The status of the Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Developer, the subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the Municipality nor make any claim, demand or application for any right or privilege applicable to the Municipality, including without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

15. COMPLIANCE WITH APPLICABLE LAWS: The Developer shall, at its own expense, obtain all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement, and shall comply at its sole cost and expense with all federal, state and municipal laws, rules and regulations, ordinances and requirements affecting the conduct of Developer's activities in connection with this Agreement.



16. NOTICES: All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt:

To the Municipality:

Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Village Manager

To the Developer:

Graceland Terrace Housing Development Fund Corporation as nominee for Fox Commons, LLC
211 South Ridge Street
Rye Brook, NY 10573

17. TERM OF AGREEMENT: The term of this Agreement shall commence upon execution of this Agreement, and shall continue until ~~June~~^{July} 23, 2010, unless terminated sooner in accordance with the terms of this Agreement. 


18. NON-DISCRIMINATION: The parties agree that neither they nor any contractor, subcontractor, employee, or any other person acting on their behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

Moreover, the IMA is subject to Section 308.01 of the Laws of Westchester County, wherein it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this DMA it is recognized and understood that this Agreement encourages the Developer to do similarly.

19. VALIDITY: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

20. MATERIAL BREACH: In the event the Municipality determines that there has been a material breach by the Developer of any of the terms of this Agreement and such breach remains uncured for forty-eight (48) hours after service on the Developer of written notice thereof, the Municipality, in addition to any other right or remedy it might have, including without limitation pursuant to Section "3" to require repayment of the HIF Funds, may terminate this Agreement. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Developer, repeated breaches by the Developer of any particular duty or obligation under this Agreement shall be

deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

21. REQUEST FOR MODIFICATION: The parties hereby acknowledge and agree that any request by the Municipality or Developer for an extension or other modification of the terms hereof shall also be subject to approval by the County.

It is understood and acknowledged that the County's consent shall be required for amendment or assignment of this agreement. In the event of any conflict between this Agreement and the IMA, the terms and conditions of the IMA shall control and in the event the requirements of this Agreement are more restrictive than the terms of the IMA, the terms of the IMA shall not diminish the terms of this Agreement.

22. EXECUTION: This Agreement may be executed simultaneously in several identical copies, each of which shall be an original and all of which shall constitute but one and the same Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.


23. NO WAIVER: Failure of the Municipality to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect.

24. CAPTIONS. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.


[NO FURTHER TEXT THIS PAGE]

IN WITNESS WHEREOF, the Municipality and the Developer have caused this Agreement to be executed.

Village of Port Chester

By: 
Name: William F. Williams
Title: Village manager

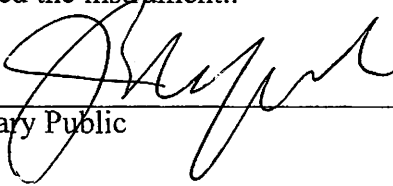
**Graceland Terrace Housing
Development Fund Corporation as
nominee for Fox Commons, LLC**

By: 
Name: Brian McWhorter
Title: Pres.

UNIFORM ACKNOWLEDGMENT (Developer)

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

On the 11 day of July in the year 2008, before me the undersigned personally appeared Brian McMahon personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument..



Notary Public

JOHN B. COLANGELO
Notary Public, State of New York
No. 4708504
Qualified in Westchester County
Commission Expires July 31, 192009

SCHEDULE "A"

The Affordable Housing Property

Parcel A

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property, as conveyed by the "Socres Corporation" to the "Village of Port Chester" per deed, dated; December 17, 1958 as duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5874 at Page 217 of Deeds.
Said parcel, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on County Clerk Map Volume 8 at Page 29 of "Lots on Grace Church Street – William Ryan"; running then along the easterly boundary of said lot, North 27°36'40" East, 134.58 feet to the northerly boundary of said lot; running then along said boundary and along lot 15, North 62°14'20" West, 90.41 feet to the easterly boundary of Lot 12, as shown on County Clerk Map Volume 59 Page 78 of "The Maples"; running then along said easterly boundary and across a portion of Greenwood Avenue, North 23°30'40" East, 127.80 feet; running then across the remaining portion of the easterly end of Greenwood Avenue as shown on County Clerk Map Volume 59 Page 78 and along the Easterly boundary of lot 7 on County Clerk Map Volume 59 Page 78, North 35°08'40" East, 207.87 feet to the northerly boundary of now or formerly lands of Socres Corporation; running then along said boundary, the following courses and distances; South 77°46'34" East 56.24 feet; South 67°09'35" East, 29.62 feet; South 43°21'30" East, 41.21 feet; South 22°59'24" East, 59.74 feet; South 37°28'00" East, 90.28 feet; South 61°50'44" East, 25.17 feet; and South 70°22'04" East, 44.14 feet to the northwesterly side of the New York State Thruway-New England Section, Parcel 1688, filed as County Clerk Map 10736; running along said northwesterly side of the New York State Thruway-New England Section, parcel 1688, South 47°06'15" West, 429.24 feet to the southeasterly corner of the parcel herein and the extended northerly side of Alto Avenue; running then along said extended northerly side of Alto Avenue, North 61°04'20" West, 104.12 feet to the point or place of beginning.

Said parcel being a portion of land known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.054, Block 2, Lot 53

Said parcel containing an area of 108,578 sq. ft. or 2.492 Acres

Subject to a 15' wide perpetual easement granted to the Village of Port Chester per Liber 2953, page 234 of Deeds for Sewers and Drains.

Parcel B

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as the; "Excluded Parcel" per deed, dated; December 17, 1958 as recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5874 at Page 217 of Deeds.

Said parcel, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on County Clerk Map Volume 8 at Page 29 of "Lots on Grace Church Street – William Ryan"; running then along the extended northerly side of Alto Avenue, South 61°04'20" East, 104.12 feet to the northwesterly side of the New York State Thruway – New England Section, Parcel 1688 as filed in County Clerk Map 10736; running along said northwesterly side of the New York State Thruway – New England Section, parcel 1688, South 47°06'15" West, 135.60 feet to the southeasterly corner of the parcel herein; and North 69°05'30" West, 26.26 feet to the lands now or formerly Anthony P. Saline, per Liber 10408 page 038; running then along said lands of now or formerly

Anthony P. Saline, North 69°00'50" West, 32.98 feet to Lot 13, County Clerk Volume 8 page 29, aforesaid; running then along said lot 13 and across the easterly end of Alto Avenue, North 27°36'40" East, 137.09 feet to the point or place of beginning.

Said parcel being a portion of land known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.054, Block 2, Lot 53

Said parcel containing an area of 10,741 sq. ft. or 0.247 Acres

Subject to a 15' wide perpetual easement granted to the Village of Port Chester per Liber 2953, page 234 of Deeds for Sewers and Drains.

Parcel D

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as; Portion of Lot No. 15, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southerly side of Fox Island Road at the division line between lot 15 and Road, per County Clerk Map Volume 15 page 43; said point being distant, South 59°22'55" East, 20.26 feet along the southerly side of Fox Island Road with the intersection of the southeasterly line of lot 7 per "Subdivision of Lots of Samuel Glock", County Clerk Map Volume 14 page 43; running then from said Point of Beginning along said southerly side of Fox Island Road, South 59°22'55" East, 32.38 feet to the northwesterly side of lands of the New York State Thruway-New England Section, Parcel 1693; running then along said northwesterly side of lands of the New York State Thruway – New England Section, Parcels 1693 and 1517 the following courses and distances, South 30°37'05" West, 70.00 feet; and South 62°30'29" West, 35.33 feet to the aforesaid division line between lot 15 and Road; running then along said division line between lot 15 and Road, North 59°22'55" West, 30.00 feet; and North 39°52'05" East, 101.32 feet to aforesaid southerly side of Fox Island Road and point or place of beginning.

Said parcel being known and/or designated on the tax maps for the town of Rye, Village of Port Chester as Section 142.055, Block 1, Lot 5

Said parcel containing an area of 3,772 sq. ft. or 0.086 Acres

Parcel E

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being a portion of the same property designated as; Road, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southerly side of Fox Island Road at the southeasterly line of lot 7 per "Subdivision Map of Lots of Samuel Glock" per County Clerk Map Volume 14 page 43; running then along said southerly side of Fox Island Road, South 59°22'55" East, 20.26 feet to the division line between lot 15 and Road per said County Clerk Map Volume 15 page 43; running then along said division line between lot 15 and Road, South 39°52'05" West 101.32 feet; and South 59°22'55" East, 30.00 feet to the northwesterly side of lands of the New York State Thruway-New England Section, Parcel 1698; running then along said lands of the New York State Thruway – New England Section, Parcel 1698, South 62°30'29" West, 35.33 feet to the division line between said Road and lot 7 per aforesaid County Clerk Map Volume 15 page 43; running then along said division line between lot 7 and Road, North 59°22'55" West, 30.00

feet; and North 50°07'55" West, 20.00 feet to the aforesaid southeasterly line of lot 7 per County Clerk Map Volume 14 page 43; running then along said southeasterly line of aforesaid lot 7 per County Clerk Map Volume 14, page 43, North 39°52'05" East, 118.32 feet to aforesaid southerly side of Fox Island Road and point or place of beginning.

Said parcel containing an area of 2,999 sq. ft. or 0.069 Acres

Parcel C

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being the same property designated as; Lot No. 7, as shown on a certain map entitled; "Map of Lots on Fox Island Road belonging to John O. Merritt", surveyed by J.A. Kirby, Surveyors, September 1902, as filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on February 5, 1903, in Volume 15 of Maps at Page 43.

Said parcel, being bounded and described as follows:

Beginning at a point on the southeasterly line of Lot 7 as shown on a certain map entitled, "Subdivision map of Lots of Samuel Glock" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 page 43 of Maps at the division line between lot 7 and Road as shown on aforesaid "Map of Lots on Fox Island Road belonging to John O. Merritt", said point distant, South 39°52'05" West, 118.32 feet along said southeasterly side of lot 7 with the southerly side of Fox Island Road; running then along the division line between lot 7 and Road, South 50°07'55" East, 20.00 feet; and South 59°22'55" East, 30.00 feet to the lands of the New York State Thruway-New England Section, Parcel 1692; running then along said lands of the New York State Thruway – New England Section, Parcel 1692, South 39°52'05" West, 132.31 feet to the northerly boundary of now or formerly lands of Socres Corporation; running then along said boundary, North 70°22'04" West, 7.73 feet; and North 61°50'44" West, 25.17 feet; and North 37°28'00" West, 18.15 feet to the aforesaid southeasterly line of lot 7, per County Clerk Map Volume 14 page 43; running then along said southeasterly line of lot 7 per County Clerk Map Volume 14 page 43, North 39°52'05" East, 131.30 feet to the point or place of beginning.

Being the same plot, piece or parcel of land as conveyed by "Geraldine T. Gamble" to "Robin Terrance Gamble and Adam Milo Gamble" per deed, dated October 29, 2002 as duly recorded in the Westchester County Clerk's Office, Division of Land Records in Control No. 423310226

Said parcel containing an area of 6,637 sq. ft. or 0.152 Acres

SCHEDULE "B"

AFFORDABLE HOUSING PROJECT

A. PURPOSE

Fox Commons, LLC, a limited liability company, organized and existing under the laws of the State of New York, having an office and place of business at 505 Franklin Street, Rye Brook, N.Y. 10573 (the "Owner") and Lazz Development Co. LLC (the "Developer"), shall construct affordable housing to be known as Fox Island Homes, including a total of Thirty-five (35) units and related facilities (the "Project") on the real property located at the south side of Fox Island Road and the east side of Alto Avenue in the Village of Port Chester (the "Village"), County of Westchester and State of New York, identified on the tax map as Section 142.54, Block 2, Lot 53 and Section 142.55, Block 1, Lot 5 and 6 and Parcel E, which real property is more particularly described in Schedule "A" annexed hereto and made a part hereof, (the "Affordable Housing Property"). The Developer is the beneficial user of the Affordable Housing Property.

During the construction of the Project, the Developer shall carry out site work including, but not limited to, the following: the construction of thirty-five (35) affordable new single-family, 2 and ½ story ownership residential units (the "Work"), as more fully described in Section B below. Construction of the Project, including without limitation the Units, on the Affordable Housing Property shall be in accordance with the following plans: *Fox Island Townhouses, Village of Port Chester, Town of Rye* prepared by Ralph G. Mastromonaco, P.E., P.C., revised 2/21/07, which are incorporated herein by reference (the "Plans") and made a part hereof.

Construction shall commence in accordance with the Plans on or before the date set forth for construction commencement ("Construction Commencement") as set forth in Attachment 3 hereto. Construction shall be completed on or before the date set forth for construction completion ("Construction Completion") as set forth in Attachment 3 hereto. In order to be deemed completed, the Developer shall provide to the County of Westchester (the "County") valid appropriate certificates of occupancy for all of the Units ("Certificate(s) of Occupancy") or such other evidence of completion of the Project as may be acceptable to the County. The Developer shall report to the County on its progress towards completion of the work as the County Commissioner of Planning or his duly authorized designee (the "Commissioner") may request.

Any defined terms used herein and not defined herein shall have the meaning ascribed to them in the agreement between the County and the Developer of even date herewith pursuant to which the County agreed to sell and the Owner agreed to buy the Property, as described therein and to construct the Project on the Affordable Housing Property (the "Agreement").

Affordability Requirements

During the Period of Affordability defined below, the Units will be sold and re-sold to households with incomes at or below 80% of the area median income ("AMI") for Westchester County ("Affordability Requirements") as published by the United States Department of Housing and Urban Development ("HUD") and described in Section C set forth below. These income limits and sale price limits are subject to change based on the median income levels at the time of initial occupancy, and subsequent occupancies, as established by HUD.

The Affordability Requirements must remain in effect for a period of 40 years (the "Period of Affordability") commencing from the date of the initial sale of each Unit.

The Developer will ensure that any successor in interest to it will comply with all the provisions of this Schedule "B."

B. BUDGET

Sources and Uses of funds for the aforementioned project ("Project") are set forth below:

Construction	
Sources of Funds	Estimated Amount of Funds
New Homes Land Acquisition Funds	\$415,000
Housing Implementation Funds	\$1,032,400
HOME	\$2,200,000
Construction Loan	\$6,798,187
Deferred Developer fee	\$912,126
Total Sources	\$11,357,713
Uses	
Acquisition Costs	\$415,000
Infrastructure/site work	\$2,017,898
Construction	\$6,911,425
Soft Costs	\$682,705
Contingency	\$418,559
Deferred Developer fee	\$912,126
Total Uses	\$11,357,713

Take Out/Permanent

Sources of Funds	Estimated Amount of Funds
New Homes Land Acquisition funds	\$415,000
HOME	\$2,200,000
Housing Implementation Funds	\$1,032,400
NYS Affordable Housing Corp.	\$875,000
Sales Proceeds	\$6,835,325
Total Sources	\$11,357,725
Uses	
Construction Loan	\$6,798,187
Counseling and Soft Costs (Village)	\$45,000
Acquisition	\$370,000
Modulars (HOME portion)	\$2,200,000
Infrastructure (HIF portion)	\$1,032,400
Developer Fee	\$912,126
Total Uses	\$11,357,723

It should be noted that the foregoing total sources of funds is equivalent to the total development cost which is noted within the development budget included within Attachment "1" of this Schedule "B."

It is also understood and agreed that the County of Westchester (the "County") will be provided with plans, drawings and specifications by the Developer prior to construction, and that the County may visit the site during construction and may inspect the Project for substantial completion. The Developer agrees to make any changes necessary promptly to comply with this Schedule "B" if required as a result of the County's inspection.

The Developer is required to submit a final development budget cost certification and waiver of lien releases to the County upon completion of the proposed construction.

C. INITIAL SALE REQUIREMENTS

Allocation of Affordable Units for Sale*:

Unit Number	Bedroom size	Est. Number of Persons per Household ¹	2007 2008 Income Limit @ 80% AMI	Estimated Initial Sale Price
1	3	4	\$81,300	\$196,581
2	3	4	\$81,300	\$196,581
3	3	4	\$81,300	\$196,581
4	3	4	\$81,300	\$196,581
5	3	4	\$81,300	\$196,581
6	3	4	\$81,300	\$196,581
7	3	4	\$81,300	\$196,581
8	3	4	\$81,300	\$196,581
9	3	4	\$81,300	\$196,581
10	3	4	\$81,300	\$196,581
11	3	4	\$81,300	\$196,581
12	3	4	\$81,300	\$196,581
13	3	4	\$81,300	\$196,581
14	3	4	\$81,300	\$196,581
15	3	4	\$81,300	\$196,581
16	3	4	\$81,300	\$196,581
17	3	4	\$81,300	\$196,581
18	3	4	\$81,300	\$196,581
19	3	4	\$81,300	\$196,581
20	3	4	\$81,300	\$196,581
21	3	4	\$81,300	\$196,581
22	3	4	\$81,300	\$196,581
23	3	4	\$81,300	\$196,581
24	3	4	\$81,300	\$196,581
25	3	4	\$81,300	\$196,581

¹ Number of persons per household may be adjusted accordingly as described in Section E below. Income limits may also be adjusted according to household size, but must remain affordable to those eligible households at or below 80% of the AMI. The stated income levels are the 2006 levels as published by HUD.

Allocation of Affordable Units for Sale*: (cont'd)

Unit Number	Bedroom size	Est. Number of Persons per Household¹	2007 Income Limit @ 80% AMI	Estimated Initial Sale Price
26	3	4	\$81,300	\$196,581
27	3	4	\$81,300	\$196,581
28	3	4	\$81,300	\$196,581
29	3	4	\$81,300	\$196,581
30	3	4	\$81,300	\$196,581
31	3	4	\$81,300	\$196,581
32	3	4	\$81,300	\$196,581
33	3	4	\$81,300	\$196,581
34	3	4	\$81,300	\$196,581
35	3	4	\$81,300	\$196,581

1. Estimate is based on a family of 4. Occupancy standards are explained below

***During the Period of Affordability:**

Requirements of the HOME Investment Partnerships Act of 1990, Public Law 101-625, 42 U.S.C. 12701 et seq. (the "HOME Program" or "HOME"), and its implementing regulations, 24 CFR 92 (the "HOME Program Regulations") shall be deemed to apply to the Units. Income limits may increase or decrease year-to-year, as determined by HUD.

Prior to the initial sale of each of the Units the Developer shall obtain the written approval of the County with respect to the initial purchasers of the Units. In connection therewith the Developer shall provide documentation, acceptable to the County, verifying that the initial purchasers of the Units meet the Affordability Requirements. In addition, the County's written approval must be obtained for any initial sale in excess of the above "Estimated Initial Sale Price" (refer to Section E - Developer & Subsequent Owner Restrictions (below) and Schedule B-1, attached hereto and made a part hereof, for additional requirements). In furtherance of the foregoing, the Developer shall provide a notice to the County at least forty-five (45) days prior to the proposed closing date for any such Unit in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, White Plains, New York, 10601. Said notice shall provide a date of closing for each initial proposed sale of a Unit, and provide a name, address and telephone number of an individual to contact concerning the notice which shall enumerate the purchase price and the income of each of the proposed initial purchasers of the Units. The Developer shall provide any additional documentation requested to substantiate any of the above sums, including but not limited to, income tax returns and employment verification letters for the proposed initial purchasers. It should be noted that the County shall have the right to appoint a designee ("Designee") to make any of the approvals required in this Schedule "B". Approval of any such Designee shall be deemed approval of the County.

D. SUCCESSOR PROGRAM

In the event that the HOME program ("HOME") or its successor program, is no longer in existence during the Period of Affordability, the County reserves the right to designate the housing program to be applied that corresponds to affordable housing sales prices to be paid by

the respective households falling within 80% of the AMI and to enforce the Period of Affordability.

E. DEVELOPER & SUBSEQUENT UNIT OWNER REQUIREMENTS AND RESTRICTIONS

Project Record Keeping and Monitoring

In order to carry out the federally-mandated project recordkeeping and monitoring responsibilities, the County of Westchester requires that the following activity be carried out by the Developer and that adequate records be kept to document the implementation of said activities.

- The Developer will assist the County in filling out the appropriate HUD form(s), including without limitation, the Homebuyer/Homeowner Completion Report upon sale of the Units, which shall include number of units, family size, race, ethnicity and income.
- The Developer will provide documentation satisfactory to the County that all HOME assisted units comply with all applicable local building codes and have been inspected by a qualified inspector.

The following project records will be kept by the Developer and given to Westchester County Department of Planning at the time of occupancy on all HOME units:

- Documentation of compliance with Housing Quality Standards ("HQS") and applicable local property standards.
- Documentation of household incomes and composition for households benefiting from the use of HOME funds. The project completion report may be used to satisfy this requirement.
- Documentation of the per Unit use of HOME funds.
- Documentation of compliance with all federal requirements, including without limitation, the following:
 - * Affirmative marketing procedures;
 - * Compliance with Lead-Based Paint and Davis-Bacon Requirements, as applicable;
 - * Compliance with relocation requirements, if applicable;
 - * Evidence of flood insurance, if applicable;
 - * Environmental review compliance; and
 - * Compliance with conflict of interest rule.
- Records for each family assisted through initial sales of Units, the appraised value of the property, the purchase price, and the rehabilitation costs, if any.

The County retains the right, upon reasonable notice to the Developer, to review all of Recipient's records for the purposes of establishing the Recipient's compliance with the provisions of the Agreement; and the Developer must permit the County, or the County's authorized representative, access to such records for such purposes.

The Developer has the further obligation to diligently prepare, complete and/or file any reports, forms, questionnaires or other documents which the County may request the Developer to prepare, complete and/or file for or with the County or a third party.

Developer Marketing, Homebuyer Selection, Eligibility and Education

The Developer will contract with a housing counseling agency approved by Westchester County to provide the following services:

- Conduct marketing of the homes, including affirmative fair marketing of the development;
- Homebuyer selection pursuant to the project's approved marketing plan;
- Homebuyer income eligibility and certification that the homebuyer household is eligible and qualified; and
- Homebuyer counseling and education in preparation for homeownership and mortgage readiness.

It is understood that the Village has contracted with the Housing Action Council for these services and that the Housing Action Council will provide the documentation required to comply with this requirement.

Deed Restriction

In the event of the sale or other transfer of the Affordable Housing Property or the Units prior to the expiration of the Period of Affordability, the Developer or subsequent purchaser(s) of the Affordable Housing Property or the Units shall cause or require a covenant running with the land to be inserted in the deed for each transfer in substantially the following form:

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants dated July 16, 2007 (the "Declaration") recorded in the Westchester County Clerk's Office. The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent purchasers and all of their respective legal representatives, executors, administrators, heirs, successors and assigns and every holder of any interest in said property, and each grantee will execute his/her deed of conveyance containing such restrictions in order to evidence his/her agreement to be bound. The Declaration shall inure to the benefit of and be enforceable by the County of Westchester until the expiration of the 40 year Period of Affordability, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County.

Offering Plan (If A Condominium)

The Developer shall include information with respect to the below listed items in the Project offering plan (the "Offering Plan") under the heading "County of Westchester Restrictions":

- Declaration of Restrictive Covenants, including but not limited to, the Affordability Requirements and Period of Affordability contained therein;

- Resale Requirements / Restrictions;
- Refinance Requirements / Restrictions;
- Principal Place of Residence Requirement; and
- Deed Restriction.

Unit Owners - Resale Refinancing and Recapture

In order to insure that the Units remain affordable during the Period of Affordability, owners of the Units must comply with the Westchester County Resale, Refinancing and Recapture Policy Provisions, as more fully set forth in Schedule B-1 hereto until the expiration of the Period of Affordability.

Unit Owners - Principal Place of Residence Requirement

A purchaser of a Unit (the "Owner") must occupy said Unit as their principal place of residence until sale of said Unit in compliance herewith or expiration of the Period of Affordability, whichever comes first. The County, or its Designee, shall verify this on an annual basis. Owners of the Units during the Period of Affordability shall provide the County with proof satisfactory to make this verification.

Occupancy Standards for Homeownership and Rental Units

In accordance with the definition of family promulgated by the New York State Division of Housing and Community Renewal ("DHCR"), as may be amended from time to time, a family selected to purchase or rent a Unit, as the case may be, whether by the Developer or subsequent Unit Owner, may include an individual with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. (See DHCR statewide Section 8 Voucher Program, Section 8 Administrative Plan dated April 1, 2006, § 4.01). This definition should be used when determining the occupants of a Unit. Additionally, the County has adopted the below occupancy standards based on Unit size.

<u>Number of Bedrooms</u>	<u>Minimum Number of Persons Per Household</u>	<u>Maximum Number Persons Per Household</u>
0 BR	1	1
1BR	1	3
2BR	2	5
3BR	3	7

The above standards must be used to determine the family size for each unit based on the number of bedrooms. If the family receives a Section 8 subsidy, the more restrictive standard established by DHCR will be applied. These standards are also subject to local occupancy and building codes.

F. **NON-DISCRIMINATION (including Deed Restriction Requirement)**

The Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 USC 2000d-2000d4 Non discrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. In the event of the sale or other transfer of the Affordable Housing Property or the

Units prior to the expiration of the Period of Affordability, the Developer or subsequent purchaser of the Affordable Housing Property or the Units shall cause or require a covenant running with the land to be inserted in the deed for each transfer prohibiting discrimination upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of such land or any improvements erected thereon, and providing that the Developer and the United States are beneficiaries of and entitled to enforce such covenant.

It is understood and acknowledged that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination.

G. PROPERTY STANDARDS

At the time of initial occupancy and continuing throughout the Period of Affordability, all Units must meet all applicable federal, state and local laws, rules, regulations, codes, rehabilitation standards, ordinances and zoning ordinances etc. including without limitation the Housing Quality Standards ("HQS") set forth in 24 CFR Part 92.251, 92.209(i), 200.925, 200.926, 982.401, and 3280 and all lead-based paint requirements as set forth in 24 CFR Part 35. The Developer shall ensure that, at the time of initial occupancy, all Units are in compliance with the applicable standards set forth above. Following initial sale of the Unit(s), the Owner of such Unit becomes and remains responsible for such compliance.

H. FAIR HOUSING AND AFFIRMATIVE MARKETING PLAN

The Developer must develop an Affirmative Fair Housing Marketing Plan (the "Marketing Plan") as part of their Management Plan, and submit the Marketing Plan for approval by the Westchester County Department of Planning. The Marketing Plan must promote fair housing by ensuring outreach to all potentially eligible households, especially those least likely to apply for assistance and must comply with all applicable federal, state, and local fair housing laws, rules, guidelines, regulations, etc., including but not limited to the Fair Housing Act 42 USC 360. The affirmative marketing components of the Marketing Plan must consist of actions that provide information and otherwise attract eligible persons to the project without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. Upon approval by the County, the Developer shall implement the Marketing Plan. The Marketing Plan may include, but is not be limited to:

- A description of the racial/ethnic make-up of the market area and identification of the segments of the eligible population, which are least likely to apply for housing without special outreach efforts.
- An outline of an outreach program, which describes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total eligible populations. The outreach program should:

- Specify that all marketing of the affordable housing be County-wide and that all advertising be placed in sources of wide circulation;
- Specify that all marketing of assisted housing which includes HOME funds be targeted to Westchester County Urban Consortium communities and that advertising be placed in sources of circulation in consortium communities;
- Specifically state whether preferences will be used noting that preferences may be used within limits and must be approved by the County;
- Utilize media outlets and sources that serve protected classes;
- Provide and require the use of specific mailing lists of organizations whose membership or clientele consists primarily of protected class members;
- Ensure that all printed material such as brochures and flyers as well as signs must include the Fair Housing, Equal Opportunity Housing and Accessibility logos; and
- Ensure HUD's Fair Housing Poster is conspicuously displayed wherever sales/rentals and showings take place.
- A description of the indicators to be used to measure the success of the marketing program and steps to be taken if the indicators are not met.
- A statement that staff members engaged have had previous experience in marketing housing to groups identified as least likely to apply for the housing and/or describe the instructions and training provided to staff regarding Federal, State and local fair housing laws.

I. HOMEOWNER SELECTION POLICIES AND CRITERIA

Developers must adopt written homeowner selection policies and criteria and must provide the County with a copy. The homeowner selection policies should comply with all applicable federal, state and local laws, rules, regulations etc. and provide for the following:

- A clear statement of the income eligibility criteria for occupancy of the Units, including with respect to household size occupancy standard;
- A description of how income eligibility will be determined;
- Selection of homeowners from a written waiting list in chronological order of their application if applicable;
- In the event initial occupancy will be determined by lottery, the procedure for selection must be in writing and approved by Westchester County Department of Planning; and
- Prompt written notification to any rejected applicant and state the grounds for the rejection.

Subsequent owners who choose to sell their unit during the Period of Affordability, shall be encouraged to comply with the above referenced policies and criteria whenever possible and are required to comply with the standards set for in this Schedule "B," including without limitation to sell to purchasers who meet the Affordability Requirements.

J. SURVIVAL

The provisions of this Schedule B shall survive expiration or other termination of the Agreement and shall remain in effect until the expiration of the Period of Affordability.

K. ATTACHMENTS

Attachments 1 through 5, which are attached hereto and made a part hereof, as follows:

The Development Budget for the construction of the proposed development is shown in Attachment 1.

The Survey/ Site Plan for the proposed development is shown in Attachment 2.

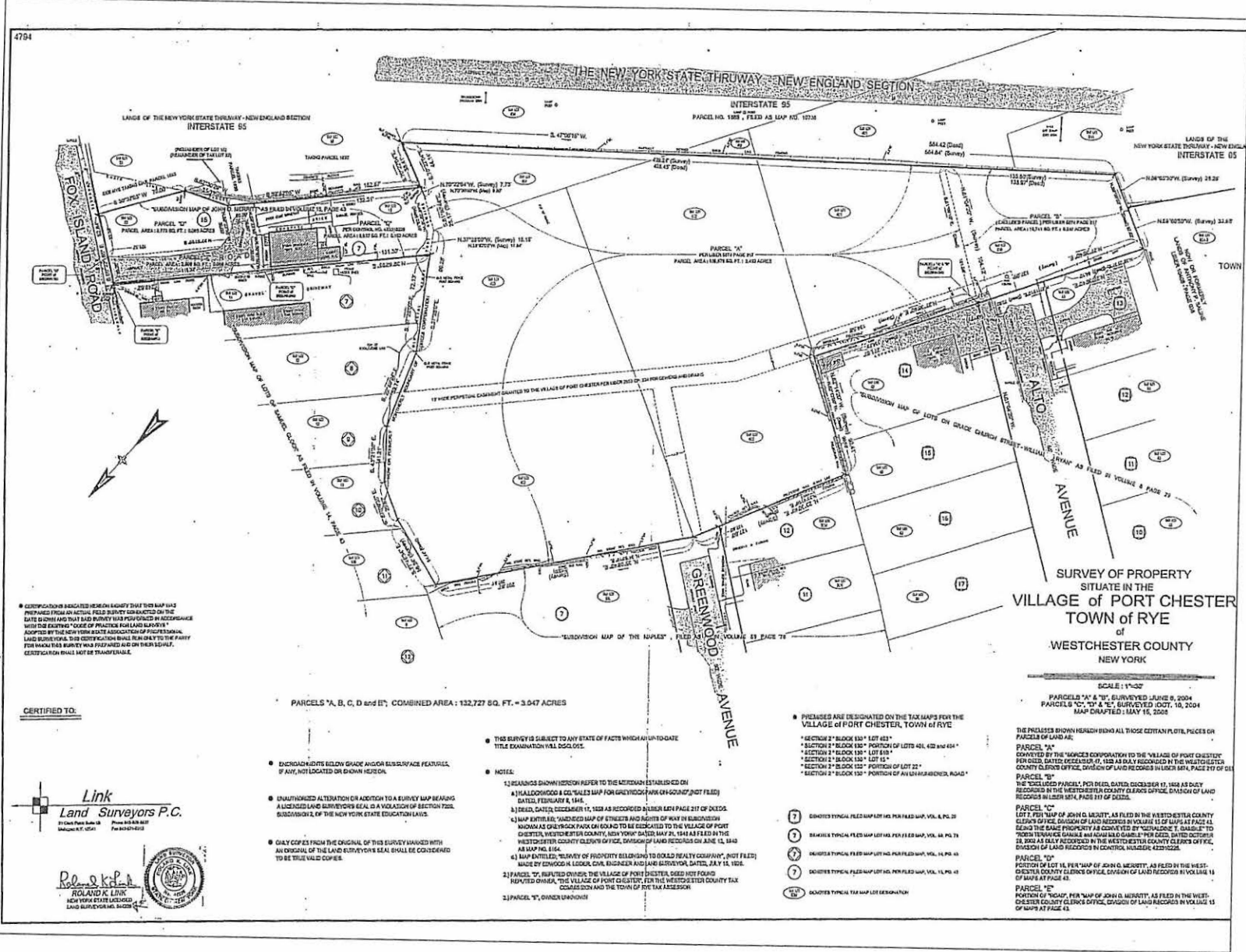
The proposed Construction Schedule for the new construction is shown in Attachment 3

Attachment 1 to Schedule B

FOX ISLAND Development Budget				
number of units	35			
SF per unit	1660			
GBA per unit	2160			
		per unit	per SF	Total
Modular Homes		\$105,910	\$63.80	\$3,706,850
Excavation, Backfill		\$5,500	\$3.31	\$192,500
Footings & Foundation		\$14,400	\$8.67	\$504,000
Roofing, siding, exterior finish, garage doors		\$10,800	\$6.51	\$378,000
Interior – finish all carpentry, sheet rock, interior			\$0.00	\$0
Stairs		\$7,400	\$4.46	\$259,000
Plumbing, washer/dryer hook-ups		\$7,500	\$4.52	\$262,500
Electrical		\$6,200	\$3.73	\$217,000
HVAC		\$9,600	\$5.78	\$336,000
Appliances, Range/Refrigerator/Dishwasher		\$2,400	\$1.45	\$84,000
Interior/Exterior painting		\$5,200	\$3.13	\$182,000
Crane Service		\$3,400	\$2.05	\$119,000
Steel Beams		\$2,800	\$1.69	\$98,000
Install Carpet, padding, tile flooring		\$5,000	\$3.01	\$175,000
Rear Deck, railings, footing, all P/T lumber		\$4,200	\$2.53	\$147,000
Garbage Container		\$1,400	\$0.84	\$49,000
Stucco Foundation		\$3,600	\$2.17	\$126,000
Footing Drains		\$1,400	\$0.84	\$49,000
Leater & Gutters		\$1,350	\$0.81	\$47,250
Insulation in basement and garage		\$855	\$0.52	\$29,925
Finish Garage and utility room		\$8,700	\$5.24	\$304,500
Exterior Front Door (Non-modular)		\$800	\$0.48	\$28,000
Site Super and General Laborers		\$7,200	\$4.34	\$252,000
Sil Plate, sil seal		\$850	\$0.51	\$29,750
Foundation Windows		\$900	\$0.54	\$31,500
Total cost:		\$217,365	\$130.94	\$7,607,775
Non-HIF site work		\$8,257	\$4.97	\$289,000
Contingency		\$11,963	\$7.21	\$418,709
Soft Cost		\$19,506	\$11.75	\$682,705

Developer Fee		\$26,061	\$15.70	\$912,126
Sub Total		\$65,787	\$39.63	\$2,302,540
Acquisition:		\$11,857	\$7.14	\$415,000
Total Non HIF Costs		\$295,009	\$177.72	\$10,325,315
HIF Costs		quantity/units	unit price	
Silt fence: 1700LF @ \$5/LF		1700	\$4.00	\$6,800
Clearing 1 acres @ \$7,500/acre		1	\$7,500.00	\$7,500
Fill Road Area 50' X 600'		30,000	\$2.13	\$63,900
Asphalt Roads & Parking 41.440 @ \$4/SF		41,500	\$4.00	\$166,000
Concrete curbing 2511 LF @ \$18/LF		2,511	\$18.00	\$45,198
Sound Barrier: 570 LF @ \$200/LF		570	\$200.00	\$114,000
Sanitary Sewer 1400 @ \$45/LF		1400	\$45.00	\$63,000
Manholes 14 @ \$3,500		14	\$3,500.00	\$49,000
Drain Pipe 15" 1400 @ \$30/each		1400	\$30.00	\$42,000
Catch Basins 20 @ \$2,800/each		20	\$2,800.00	\$56,000
Road rock removal 100' x 45' x 20' deep		3500	\$40.00	\$140,000
Load/Truck rock 7000 CY @ \$5/CY		7000	\$5.00	\$35,000
Spread/compact 7000 CY @ \$5/CY		7000	\$5.00	\$35,000
Street connection				\$4,500
Street opening				\$4,500
Trench rock 310 CY @ \$75/CY		310	\$75.00	\$23,250
Road Retaining Walls 2,750 SF/\$37		2750	\$37.00	\$101,750
Related Engineering and soft costs				75,000
Total HIF Costs:		\$29,497	\$18	\$1,032,398
TOTAL DEVELOPMENT COSTS		\$324,506	\$195	\$11,357,713

Attachment 2 to Schedule B
Survey/Site Plan
 (Original in File)



● CERTIFICATION IS ASSIGNED HEREON AND ONLY THAT THIS MAP WAS PREPARED FROM AN ACTIVE FIELD SURVEY CONDUCTED ON THE DATE SHOWN AND THAT SAID SURVEY WAS PERFORMED IN ACCORDANCE WITH THE EXISTING "CODE OF PRACTICE FOR LAND SURVEYS" ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. THIS CERTIFICATION SHALL BE BINDING TO THE PARTY FOR WHOM THIS SURVEY WAS PREPARED AND ON THEIR BEHALF, CERTIFICATION SHALL NOT BE TRANSFERABLE.

CERTIFIED TO:

PARCELS "A, B, C, D and E"; COMBINED AREA: 132,727 SQ. FT. = 3.047 ACRES

Link
Land Surveyors P.C.
 1700 MARKET STREET
 PHILADELPHIA, PA 19104

ROLAND K. LINK
 NEW YORK STATE LICENSED
 LAND SURVEYOR, LICENSE NO. 1127

- DIMENSIONS BELOW GRADE AND/OR SURFACE FEATURES, IF ANY, INDICATED ON DRAWING.
- UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7202, SUBSECTION 2, OF THE NEW YORK STATE EDUCATION LAWS.
- ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL SHALL BE CONSIDERED TO BE TRUE VALUE COPIES.

- THIS SURVEY IS SUBJECT TO ANY STATE OF FACTS WHICH ARISE UPON DATE TITLE EXAMINATION WILL OCCURS.
- NOTES:
 - 1) BEARINGS SHOWN HEREON REFER TO THE MERIDIAN ESTABLISHED ON:
 - a) HALDORHOOD & CO.'S MAP FOR GREENWOOD PARK ON COUNTY LOT FILED DATED FEBRUARY 4, 1946.
 - b) FIELD BOOK, DECEMBER 11, 1928 AS RECORDED IN BOOK 1417 PAGE 217 OF DEEDS.
 - 2) MAP ENTITLED "MADESS MAP OF STREETS AND RIGHTS OF WAY IN SUBDIVISION KNOWN AS GREENWOOD PARK ON GOING TO BE LOCATED TO THE VILLAGE OF PORT CHESTER, WESTCHESTER COUNTY, NEW YORK" DATED MAY 21, 1948 AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON JUNE 12, 1948 AS MAP NO. 1854.
 - 3) MAP ENTITLED "SURVEY OF PROPERTY BELONGING TO GOLD REALTY COMPANY", NOT FILED; MADE BY EDWARD H. LEONARD, CIVIL ENGINEER AND JANE BARNBY, DATED, JULY 15, 1936.
 - 4) PARCEL "C", SHOWN OVER THE VILLAGE OF PORT CHESTER, 5000 10TH FORDS ROUTED DRIVE, THE VILLAGE OF PORT CHESTER, FOR THE WESTCHESTER COUNTY TAX COMMISSION AND THE TOWN OF RYE TAX ASSESSOR.
 - 5) PARCEL "D", OWNED UNDIVIDED.

- PREMISES ARE DESIGNATED ON THE TAX MAPS FOR THE VILLAGE OF PORT CHESTER, TOWN OF RYE:
 - * SECTION 1" BLOCK 150" - LOT 101
 - * SECTION 2" BLOCK 150" - PORTION OF LOTS 401, 402 AND 404
 - * SECTION 1" BLOCK 150" - LOT 101
 - * SECTION 1" BLOCK 150" - LOT 101
 - * SECTION 2" BLOCK 150" - PORTION OF LOT 22
 - * SECTION 2" BLOCK 150" - PORTION OF AN UNRESERVED ROAD

- ① COPIES TYPICAL FIELD MAP LOT 148, PER FILED MAP, VOL. 4, PG. 20
- ② COPIES TYPICAL FIELD MAP LOT 148, PER FILED MAP, VOL. 4, PG. 21
- ③ COPIES TYPICAL FIELD MAP LOT 148, PER FILED MAP, VOL. 14, PG. 16
- ④ COPIES TYPICAL FIELD MAP LOT 148, PER FILED MAP, VOL. 14, PG. 17
- ⑤ COPIES TYPICAL TAX MAP LOT 148, PER FILED MAP, VOL. 14, PG. 17

SURVEY OF PROPERTY
 SITUATE IN THE
 VILLAGE OF PORT CHESTER
 TOWN OF RYE
 OF
 WESTCHESTER COUNTY
 NEW YORK

SCALE: 1"=30'
 PARCELS "A" & "B", SURVEYED JUNE 8, 2004
 PARCELS "C", "D" & "E", SURVEYED JUNE 10, 2004
 MAP DRAFTED: MAY 15, 2005

THE PREMISES SHOWN HEREON BEING ALL THOSE CERTAIN PLOTS, PICES OR PARCELS OF LAND AS:
 PARCEL "A"
 CONVEYED BY THE "MARGES CORPORATION TO THE VILLAGE OF PORT CHESTER" FOR SALES DATED DECEMBER 11, 1928 AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS IN BOOK 1417, PAGE 217 OF DEEDS.
 PARCEL "B"
 THE "TOLSON PARCELS", FOR DEED, DATED DECEMBER 11, 1928 AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS IN BOOK 1417, PAGE 217 OF DEEDS.
 PARCEL "C"
 LOT 1, PLOT 1 MAP OF JOHN G. MERRITT, AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS IN VOLUME 15 OF MAPS AT PAGE 43.
 PARCEL "D"
 PORTION OF LOT 18, PER "MAP OF JOHN G. MERRITT", AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS IN VOLUME 14 OF MAPS AT PAGE 43.
 PARCEL "E"
 PORTION OF "ROAD", PER "MAP OF JOHN G. MERRITT", AS FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS IN VOLUME 15 OF MAPS AT PAGE 43.

Attachment 3 to Schedule B
Construction Schedule

Submission of Plans	February 23, 2007
Construction Start	May 1, 2008
Construction Completion	March 31, 2008

SCHEDULE "B-1"
WESTCHESTER COUNTY
RESALE, REFINANCING AND RECAPTURE
POLICY PROVISIONS APPLICABLE TO
UNIT OWNERS

HOME Program Restrictions

Unit owners must comply with the requirements of the HOME program and the Declarations of Restrictive Covenants placed upon the Units by: 1) the County, pursuant to a Declaration of Restrictive Covenants which has been recorded in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York; 2) the Graceland Terrace Housing Development Fund Corp., pursuant to a Declaration of Restrictive Covenants which has been recorded in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York; and 3) Lazz Development pursuant to a Declaration of Restrictive Covenants which has been recorded in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York, including without limitation, Schedule "B" thereto (collectively the "Declaration"). Such responsibilities shall include, but are not limited to, the requirement that the purchaser of a Unit must occupy said Unit as their principal place of residence until the earlier of the sale of said Unit in compliance herewith or the expiration of the Period of Affordability.

Should the Unit owner fail to comply with the above-referenced requirements the County has the right, pursuant to 24 CFR 92.254 (a) (5) and the County's Consolidated Plan as filed with HUD, to compel the resale of the Unit (see Declaration § 4 – Legal and Equitable Relief).

Any defined terms used herein and not defined herein shall have the meaning ascribed to them in the Agreement.

Resale

In the event that an owner of a Unit desires to sell such Unit at any time prior to the expiration of the Period of Affordability, such owner must make the Unit available for purchase to purchasers meeting the Affordability Requirements, as more fully set forth in Schedule "B" to the Declaration. The owner must obtain the written approval of the County with respect to the proposed purchaser, noting, that the occupancy standards set forth in Schedule "B" must be used to determine the family size for each unit based on its bedroom size.

The County's approval shall also be required for the maximum resale price of the Units until the expiration of the Period of Affordability ("Maximum Resale Price"). The Maximum Resale Price will equal the sum of the following: (i) the net purchase price (i.e. gross sales prices minus subsidies) paid for the Unit by the selling owner, increased by the percentage increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the New York-Northern New Jersey Area, as published by the United States Bureau of Labor Statistics

(the "Index"), between (a) the month that was two months earlier than the date on which the seller acquired the Unit; and (b) the month that is two months earlier than the month in which the seller contracts to sell the Unit. If the bureau stops publishing this index, and fails to designate a successor index, the County will designate a substitute index; and (ii) the cost of major capital improvements made by the seller of the Unit while said seller of the Unit owned the Unit as evidenced by paid receipts depreciated on a straight line basis over a fifteen (15) year period from the date of completion and such approval shall be requested for said major capital improvement no later than the time the seller of the Unit desires to include it in the resale price. In the event of a foreclosure of a Unit, the Maximum Resale Price for a sale by the foreclosing bank/lending institution shall be calculated as above, except that the net purchase price on which the calculation shall be made shall be the net purchase price paid by the owner of the Unit against which the bank/lending institution foreclosed. Notwithstanding the foregoing, in no event shall the resale price exceed an amount affordable to a household at 80% of AMI at the time of the re-sale. Such amount shall be determined in the sole discretion of the Westchester County Department of Planning and shall be in accordance with such guidelines or rules as may be promulgated by the Housing Opportunity Commission ("HOC") the calculation of such a maximum price shall assume that the down payment is 20% of the resale price and that the sum of principle, interest, taxes and insurance ("PITI") plus applicable home owner association fees shall not exceed 30% of household income.

In the event that an owner desires to sell their Unit, the owner shall notify the County at least forty-five (45) days prior to the date of the proposed closing, in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, or to the Designee's address, if provided by the County. The owner may sell, convey or transfer the Unit provided the County has given written approval in a release letter ("Release Letter") that the proposed purchaser meets the Affordability Requirements, the purchase price is less than or equal to the Maximum Resale Price for such Unit. The above notice shall provide a name, address and telephone number of an individual to contact concerning the proposed sale. The notice shall enumerate the proposed purchase price and the income of the proposed purchaser. The owner or proposed purchaser shall provide any additional documentation requested to substantiate any of the above sums, including but not limited to, income tax returns and employment verification letters for proposed purchasers. The County shall provide the Release Letter to the owner at the closing provided that a determination is made in the County's sole judgment that the owner has complied with its obligations hereunder. The Release Letter shall specify the approval of the prospective purchaser and approval of the sales price.

Refinancing

In the event that an owner of a Unit desires to refinance such Unit, including without limitation, a mortgage, home equity loan or line of credit, at any time prior to the expiration of the Period of Affordability, such owner must first obtain the written consent of the County, following review of the terms of said transaction in accordance herewith.

In the event that an owner desires to refinance their Unit, the owner shall notify the County at least forty-five (45) days prior to the date of the proposed refinancing, in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, or to the Designee's address, if provided by the County. Said notice shall

include the name, address and telephone number of an individual to contact concerning the proposed refinancing. The notice shall include the pertinent transaction details. The owner shall provide any additional documentation requested as may be requested by the County. The County shall have sole discretion to approve or disapprove of any such request, noting that the following criteria may be considered:

- The amount refinanced must be limited to outstanding principal on the mortgage plus reasonable closing costs and the resulting payments must increase affordability (i.e., the interest rate should be lower than the rate on the existing mortgage).
- The amount refinanced may increase above the outstanding principal amount only if: (i) the additional funds are being used to make capital improvements to the home, as permitted under local building code, and having received any necessary approvals, including without limitation by the condominium or coop board, if any and by Westchester County; or (ii) funds are needed for good cause shown, such as education costs for the primary owner to gain improved employment opportunities.
- In no case may the refinancing total amount exceed the restricted resale price, calculated at the time of application.
- The total amount should not exceed the Loan to Value ratio required by the lender, but in no case can it exceed 100% of the appraised value of the affordable Unit if this value is less than the restricted resale price.

In no case may the refinancing total amount exceed the Maximum Resale Price, calculated at the time of application.

Westchester County HIF Recapture Provisions²
Applicable

Check Box if

X

Units having received an HIF subsidy must comply with the provisions of Chapter 298 of the Westchester County Administrative Code. Pursuant to Chapter 298, in the event that an affordable Unit is sold by the initial owner ("Initial Owner") within five (5) years of purchase by the Initial Owner such Initial Owner shall pay an HIF recapture amount (the "HIF Recapture Amount") to the County in the amount of the pro rata share of the cost of the County's HIF improvement related to such Unit plus fifteen (15%) percent of the appreciated value of the Unit based on the initial purchase price and the sale price. The pro rata share for any particular Unit is available upon written request to the Westchester County Department of Planning. In the event that a Unit is sold by the Initial Owner during the succeeding five (5) years after the end of the five (5) year period, the Initial Owner shall pay to the County an amount which constitutes the pro rata share of the cost of the County improvement related to such Unit reduced by twenty (20%) percent for each year the Unit is owned during such period. Such payment in such

² This section applies only to Units subsidized with Westchester County Housing Implementation Funds ("HIF").

subsequent five (5) year period shall not include any of the appreciated value of the Unit. In the event that a Unit is sold prior to the expiration of the above ten (10) year period ("HIF Recapture Period"), and upon application to and approval in the County sole discretion, an Initial Owner shall not be assessed the HIF Recapture Amount if the County so determines that such payment would result in undue hardship ("HIF Waiver").

In the event that an Initial Owner of an HIF financed Unit desires to sell their Unit prior to the expiration of the HIF Recapture Period, in addition to such owner's obligation to notify the County pursuant to the above Resale section, such notice shall include a request that the County calculate the HIF Recapture Amount due. The Initial Owner may request an HIF Waiver in writing, which request shall set forth any additional information necessary or advisable for County consideration. If an HIF Waiver has not been granted the Initial Owner shall be responsible to provide the County with a bank or certified check payable to the County of Westchester County at or prior to the closing in such amount. The County will not issue the Release Letter until such HIF Recapture Amount has been paid. In the event that in the County's judgment, the Initial Owner has satisfied his, her or their obligation under Chapter 298, the County shall specify such compliance in the Release Letter.

SCHEDULE "C"

Infrastructure Improvement Property Description

Proposed Emergency Access Road Easement (Alto Ave)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on a certain map entitled; "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps at Page 29. Thence along the easterly side and terminus of said Alto Avenue; South 27°36'40" West, 16.66 feet to the point of beginning of the herein described; thence through the lands of "Fox Commons, LLC", South 61°09'08" East, 41.98 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along said westerly line of a proposed R.O.W./Utility/Access Easement; South 47°06'15" West, 28.43 feet; thence continuing through the lands of "Fox Commons, LLC"; North 61°09'08" West, 32.49 feet to a point of intersection with the aforesaid easterly side and terminus of Alto Avenue; thence along said easterly side and terminus of Alto Avenue, North 27°36'40" East, 27.01 feet to the place or point of beginning.

Said easement containing an area of 1,005 sq. ft. more or less.

Proposed R.O.W./Utility/Access/Easement (Driveway and parking area)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as; Section 142.055, Block 1, Lot 6; Portion of Section 142.055, Block 1, Lot 5; and Portion of Section 142.054, Block 2, Lot 53.

Said Easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southerly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said point of beginning, along the southerly side of Fox Island Road, South 59°22'55" East, 52.64 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1693" as filed in the Westchester County Clerk's Office, Division of Land Records; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1693", South 30°37'05" West, 70.00 feet to a point of intersection with the northerly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1517" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 11832; thence along said northerly line of lands of "The New York State Thruway – New England Section, Parcel 1517", South 62°30'29" West, 35.33 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1698" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10743; thence along said northwesterly line of lands of "The New York State Thruway –

New England Section, Parcel 1698” and continuing along the northwesterly and northerly lines of land of a certain map entitled, “The New York State Thruway-New England Section, Parcel 1692” as filed in the Westchester County Clerk’s Office, Division of Land Records as Map 10688 the following courses and distances, South 39°52’05” West, 152.57 feet; and South 70°22’04” East, 36.41 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, “The New York State Thruway-New England Section, Parcel 1688”, as filed in the Westchester County Clerk’s Office, Division of Land Records as Map 10736; thence along the northwesterly and northerly lines of said “New York State Thruway-New England Section, parcel 1688”, South 47°06’15” West, 564.84 feet; and North 69°05’30” West, 26.26 feet to the lands of now or formerly “Village of Port Chester”, as conveyed by “Joseph P. Saline” per deed dated, April 30, 1956 and duly recorded in the Westchester County Clerk’s Office, Division of Land Records in Liber 5578, Page 275 of Deeds; thence along the lands of now or formerly “Village of Port Chester”, North 69°00’50” West, 32.98 feet to a point of intersection with the easterly line of lot 13 per a certain map entitled, “Lots on Grace Church Street – William Ryan” as filed in the Westchester County Clerk’s Office, Division of Land Records in Volume 8 of Maps, at Page 29; thence along said easterly line of lot 13, North 27°36’40” East, 0.96 feet; thence through the lands of “Fox Commons, LLC” the following courses and distances, North 47°06’15” East, 503.45 feet to a point of curvature; thence on a curve to the left, radius of 82.00 feet, central angle of 21°03’46” and length of 30.14 feet to a point of tangency; thence North 26°02’29” East, 5.24 feet to a point of curvature; thence on a curve to the right, radius of 218.00 feet, central angle of 03°35’10” and length of 13.65 feet to a point of reverse curvature; thence on a curve to the left, radius of 18.00 feet, central angle of 67°05’39” and length of 21.08 feet to a point of tangency; thence North 37°28’00” West, 0.21 feet to a point of intersection with the aforesaid southeasterly line of Lot 7 per map entitled, “Subdivision Map of Lots of Samuel Glock”; thence along said southeasterly line of lot 7, North 39°52’05” East, 249.62 feet to a point of intersection with the southerly side of Fox Island Road and point and place of beginning.

Said easement containing an area of 44,003 sq. ft. more or less.

Proposed Utility Easement
(interior roads)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, “The Maples” as filed in the Westchester County Clerk’s Office, Division of Land Records in Volume 59 of Maps at Page 78; thence through the lands of “Fox Commons, LLC” the following courses and distances, South 20°46’50” East, 32.38 feet; South 42°53’45” East, 46.77 feet; North 47°06’15” East, 113.37 feet; and North 42°53’45” West, 98.20 feet to a point of intersection with the aforesaid Lot 7; thence along said Lot 7, North 35°08’40” East, 40.89 feet; thence continuing through the lands of “Fox Commons, LLC” the following courses and distances, South 42°53’45” East, 113.06 feet; South 09°51’03” East, 58.72 feet to an angle point, thence south 42°53’45” East, 100.31 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along westerly line of said R.O.W./Utility/Access Easement, South 47°06’15” West, 49.39 feet; thence continuing through the lands of “Fox Commons, LLC” the following courses and distances, North 02°08’15” East, 13.28 feet; north 42°53’45” West, 106.52 feet; South 47°06’15” West, 74.75 feet; and South 42°53’45” East, 115.91 feet to a point of intersection with westerly line of the aforesaid proposed R.O.W./Utility/Access Easement; thence along the westerly line of said R.O.W./Utility/Access Easement, South 47°06’15” west, 40.00 feet; thence continuing through the lands of “Fox Commons, LLC” the following courses and distances, North 42°53’45” West, 155.91 feet; South 47°06’15” West, 6.61 feet; North 42°53’45” west, 51.38 feet; and North 20°46’50” West, 11.61 feet to a point of intersection with the southeasterly side and terminus of aforesaid Greenwood Ave, being the northeasterly corner of Lot 12 per said map entitled, “The Maples”; thence running along the southeasterly side and terminus of Greenwood Avenue, North 23°30’40” East, 21.85 feet to an angle point; and North 35°08’40” East, a distance of 28.42 feet to the point or place of beginning.

Said easement containing an area of 23,475 sq. ft. more or less.

Proposed, Fox Island Road Offsite Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Fox Island Road and other lands of the Village of Port Chester.

Said easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southwesterly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said beginning point, southeasterly along the southwesterly side of Fox Island Road, South 59°22'55" East, a distance of 40.33 feet to the place or point of beginning of the herein described parcel; thence from said point of beginning thru Fox Island Road and other Lands of the Village of Port Chester, the following courses and distances,

- North 54°42'00" East, 29.66 feet to an angle point;
- South 59°21'28" East, 51.44 feet to an angle point;
- South 55°12'14" East, 62.06 feet to an angle point;
- South 65°19'37" East, 45.67 feet to an angle point;
- South 32°29'06" East, 74.27 feet to an angle point;
- South 42°34'16" East, 66.04 feet to an angle point;
- South 47°25'44" West, 12.00 feet to an angle point;
- North 42°34'16" West, 67.10 feet to an angle point;
- North 32°29'06" West, 71.79 feet to an angle point;
- North 65°19'37" West, 43.19 feet to an angle point;
- North 55°12'14" West, 62.69 feet to and angle point;
- North 59°21'28" West, 22.20 feet to an angle point;
- and South 30°38'32" West, 15.07 feet to a point of intersection with said

southwesterly side of Fox Island Road; Thence northwesterly along said southwesterly side of Fox Island Road, North 59°22'55" West a distance of 12.31 feet to the point or place of beginning.

Said easement containing an area of 4,169 sq. ft. more or less.

**Proposed, Greenwood Avenue
Offsite Easement**

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly: lying within Greenwood Avenue.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence along the southeasterly side and terminus of aforesaid Greenwood Ave, South 35°08'40" West a distance of 28.42 feet to an angle point; and South 23°30'40" West a distance of 21.85 feet to a point of intersection with the southwesterly side of Greenwood Ave; thence along the southwesterly side of Greenwood Avenue, North 58°42'20" West a distance of 50.00 feet to an angle point; thence through the lands of Greenwood Avenue, North 31°17'40" East a distance of 50.00 feet to a point of intersection with the aforementioned northeasterly side of Greenwood Avenue; thence along the northeasterly side of Greenwood Avenue, South 58°42'20" East a distance of 48.95 feet to the point or place of beginning.

Said easement containing an area of 2,411 sq. ft. more or less.

SCHEDULE "C-1"

Developer Infrastructure Improvement Property Description

Proposed Emergency Access Road Easement (Alto Ave)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northerly side of Alto Avenue at the southeasterly corner of Lot 14 as shown on a certain map entitled; "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps at Page 29. Thence along the easterly side and terminus of said Alto Avenue; South 27°36'40" West, 16.66 feet to the point of beginning of the herein described; thence through the lands of "Fox Commons, LLC"; South 61°09'08" East, 41.98 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along said westerly line of a proposed R.O.W./Utility/Access Easement; South 47°06'15" West, 28.43 feet; thence continuing through the lands of "Fox Commons, LLC"; North 61°09'08" West, 32.49 feet to a point of intersection with the aforesaid easterly side and terminus of Alto Avenue; thence along said easterly side and terminus of Alto Avenue, North 27°36'40" East, 27.01 feet to the place or point of beginning.

Said easement containing an area of 1,005 sq. ft. more or less.

Proposed R.O.W./Utility/Access/Easement (Driveway and parking area)

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as; Section 142.055, Block 1, Lot 6; Portion of Section 142.055, Block 1, Lot 5; and Portion of Section 142.054, Block 2, Lot 53.

Said Easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southerly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said point of beginning, along the southerly side of Fox Island Road, South 59°22'55" East, 52.64 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1693" as filed in the Westchester County Clerk's Office, Division of Land Records; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1693", South 30°37'05" West, 70.00 feet to a point of intersection with the northerly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1517" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 11832; thence along said northerly line of lands of "The New York State Thruway – New England Section, Parcel 1517", South 62°30'29" West, 35.33 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1698" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10743; thence along said northwesterly line of lands of "The New York State Thruway – New England Section, Parcel 1698" and continuing along the northwesterly and northerly lines of land of a

certain map entitled, "The New York State Thruway-New England Section, Parcel 1692" as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10688 the following courses and distances, South 39°52'05" West, 152.57 feet; and South 70°22'04" East, 36.41 feet to a point of intersection with the northwesterly line of lands of a certain map entitled, "The New York State Thruway-New England Section, Parcel 1688", as filed in the Westchester County Clerk's Office, Division of Land Records as Map 10736; thence along the northwesterly and northerly lines of said "New York State Thruway-New England Section, parcel 1688", South 47°06'15" West, 564.84 feet; and North 69°05'30" West, 26.26 feet to the lands of now or formerly "Village of Port Chester", as conveyed by "Joseph P. Saline" per deed dated, April 30, 1956 and duly recorded in the Westchester County Clerk's Office, Division of Land Records in Liber 5578, Page 275 of Deeds; thence along the lands of now or formerly "Village of Port Chester", North 69°00'50" West, 32.98 feet to a point of intersection with the easterly line of lot 13 per a certain map entitled, "Lots on Grace Church Street – William Ryan" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 8 of Maps, at Page 29; thence along said easterly line of lot 13, North 27°36'40" East, 0.96 feet; thence through the lands of "Fox Commons, LLC" the following courses and distances, North 47°06'15" East, 503.45 feet to a point of curvature; thence on a curve to the left, radius of 82.00 feet, central angle of 21°03'46" and length of 30.14 feet to a point of tangency; thence North 26°02'29" East, 5.24 feet to a point of curvature; thence on a curve to the right, radius of 218.00 feet, central angle of 03°35'10" and length of 13.65 feet to a point of reverse curvature; thence on a curve to the left, radius of 18.00 feet, central angle of 67°05'39" and length of 21.08 feet to a point of tangency; thence North 37°28'00" West, 0.21 feet to a point of intersection with the aforesaid southeasterly line of Lot 7 per map entitled, "Subdivision Map of Lots of Samuel Glock"; thence along said southeasterly line of lot 7, North 39°52'05" East, 249.62 feet to a point of intersection with the southerly side of Fox Island Road and point and place of beginning.

Said easement containing an area of 44,003 sq. ft. more or less.

**Proposed Utility Easement
(interior roads)**

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being known and/or designated on the tax maps for the Town of Rye, Village of Port Chester as portion of Section 142.054, Block 2, Lot 53.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence through the lands of "Fox Commons, LLC" the following courses and distances, South 20°46'50" East, 32.38 feet; South 42°53'45" East, 46.77 feet; North 47°06'15" East, 113.37 feet; and North 42°53'45" West, 98.20 feet to a point of intersection with the aforesaid Lot 7; thence along said Lot 7, North 35°08'40" East, 40.89 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, South 42°53'45" East, 113.06 feet; South 09°51'03" East, 58.72 feet to an angle point, thence south 42°53'45" East, 100.31 feet to a point of intersection with the westerly line of a proposed R.O.W./Utility/Access Easement; thence along westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" West, 49.39 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 02°08'15" East, 13.28 feet; north 42°53'45" West, 106.52 feet; South 47°06'15" West, 74.75 feet; and South 42°53'45" East, 115.91 feet to a point of intersection with westerly line of the aforesaid proposed R.O.W./Utility/Access Easement; thence along the westerly line of said R.O.W./Utility/Access Easement, South 47°06'15" west, 40.00 feet; thence continuing through the lands of "Fox Commons, LLC" the following courses and distances, North 42°53'45" West, 155.91 feet; South 47°06'15" West, 6.61 feet; North 42°53'45" west, 51.38 feet; and North 20°46'50" West, 11.61 feet to a point of intersection with the southeasterly side and terminus of aforesaid Greenwood Ave, being the northeasterly corner of Lot 12 per said map entitled, "The Maples"; thence running along the southeasterly side and terminus of Greenwood Avenue, North 23°30'40" East, 21.85 feet to an angle point; and North 35°08'40" East, a distance of 28.42 feet to the point or place of beginning.

Said easement containing an area of 23,475 sq. ft. more or less.

SCHEDULE "C-2"

Municipal Infrastructure Improvement Property Description

Fox Island Road Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly; lying within Fox Island Road and other lands of the Village of Port Chester.

Said easement, being bounded and described as follows:

Beginning at a point, being the intersection of the southwesterly side of Fox Island Road with the southeasterly line of lot 7 per a certain map entitled, "Subdivision Map of Lots of Samuel Glock", as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 14 of Maps, at Page 43. Thence from said beginning point, southeasterly along the southwesterly side of Fox Island Road, South 59°22'55" East, a distance of 40.33 feet to the place or point of beginning of the herein described parcel; thence from said point of beginning thru Fox Island Road and other Lands of the Village of Port Chester, the following courses and distances,

North 54°42'00" East, 29.66 feet to an angle point;

South 59°21'28" East, 51.44 feet to an angle point;

South 55°12'14" East, 62.06 feet to an angle point;

South 65°19'37" East, 45.67 feet to an angle point;

South 32°29'06" East, 74.27 feet to an angle point;

South 42°34'16" East, 66.04 feet to an angle point;

South 47°25'44" West, 12.00 feet to an angle point;

North 42°34'16" West, 67.10 feet to an angle point;

North 32°29'06" West, 71.79 feet to an angle point;

North 65°19'37" West, 43.19 feet to an angle point;

North 55°12'14" West, 62.69 feet to an angle point;

North 59°21'28" West, 22.20 feet to an angle point;

and South 30°38'32" West, 15.07 feet to a point of intersection with said southwesterly side of Fox Island Road; Thence northwesterly along said southwesterly side of Fox Island Road, North 59°22'55" West a distance of 12.31 feet to the point or place of beginning.

Said easement containing an area of 4,169 sq. ft. more or less.

Greenwood Avenue Municipal Infrastructure Area Easement

All that certain Municipal Infrastructure Area Easement as described herein, being situated in the Village of Port Chester, Town of Rye, County of Westchester, State of New York, more particularly: lying within Greenwood Avenue.

Said easement, being bounded and described as follows:

Beginning at a point on the northeasterly side of Greenwood Avenue at the southerly corner of Lot 7, as shown on a certain map entitled, "The Maples" as filed in the Westchester County Clerk's Office, Division of Land Records in Volume 59 of Maps at Page 78; thence along the southeasterly side and terminus of aforesaid Greenwood Ave, South 35°08'40" West a distance of 28.42 feet to an angle point; and South 23°30'40" West a distance of 21.85 feet to a point of intersection with the southwesterly side of Greenwood Ave; thence along the southwesterly side of Greenwood Avenue, North 58°42'20" West a distance of 50.00 feet to an angle point; thence through the lands of Greenwood Avenue, North 31°17'40" East a distance of 50.00 feet to a point of intersection with the aforementioned northeasterly side of Greenwood Avenue; thence along the northeasterly side of Greenwood Avenue, South 58°42'20" East a distance of 48.95 feet to the point or place of beginning.

Said easement containing an area of 2,411 sq. ft. more or less.

Description

SCHEDULE "D"

INFRASTRUCTURE IMPROVEMENTS PROJECT

A. SCOPE OF SERVICES

The infrastructure improvements include, but are not limited to, the construction of a retaining wall, access road, sound barrier, sewer, water and storm drainage, curbs, paving, lighting, grading, engineering and related costs (the "Infrastructure Improvements"). The Infrastructure Improvements shall be constructed in accordance with the following plans: Fox Island Townhouses, Village of Port Chester, Town of Rye prepared by Ralph G. Mastromonaco, P.E, P.C., revised 2/21/07 (the "Plans").

B. PAYMENT

The Municipality shall apply to the County of Westchester for progress payments for expenses incurred in constructing the Infrastructure Improvements associated with the construction of 35 units of affordable housing in the Village of Port Chester, in an amount not to exceed \$1,032,400, as set forth pursuant to the below Budget. All quantities are approximate, and the total amount shall not be exceeded.

It is understood that the County's Division of Housing and Community Development may visit the site during construction and will inspect and approve the project for substantial completion and that the County shall be permitted such access.

C. BUDGET (County HIF Funds):

All quantities are approximate, and the total amount shall not be exceeded).

HIF Costs	quantity/units	unit price		
Silt fence: 1700LF @ \$5/LF	1700	\$4.00		\$6,800
Clearing 1 acres @ \$7,500/acre	1	\$7,500.00		\$7,500
Fill Road Area 50' X 600'	30,000	\$2.13		\$63,900
Asphalt Roads & Parking 41.440 @ \$4/SF	41,500	\$4.00		\$166,000
Concrete curbing 2511 LF @ \$18/LF	2,511	\$18.00		\$45,198
Sound Barrier: 570 LF @ \$200/LF	570	\$200.00		\$114,000
Sanitary Sewer 1400 @ \$45/LF	1400	\$45.00		\$63,000
Manholes 14 @ \$3,500	14	\$3,500.00		\$49,000
Drain Pipe 15" 1400 @ \$30/each	1400	\$30.00		\$42,000
Catch Basins 20 @ \$2,800/each	20	\$2,800.00		\$56,000
Road rock removal 100' x 45' x 20' deep	3500	\$40.00		\$140,000

Load/Truck rock 7000 CY @ \$5/CY	7000	\$5.00		\$35,000
Spread/compact 7000 CY @ \$5/CY	7000	\$5.00		\$35,000
Street connection				\$4,500
Street opening				\$4,500
Trench rock 310 CY @ \$75/CY	310	\$75.00		\$23,250
Road Retaining Walls 2,750 SF/\$37	2750	\$37.00		\$101,750
Related Engineering and soft costs				75,000
Total HIF amount not to be exceeded:	\$29,497	\$18	\$14	\$1,032,400

The Developer is responsible for funding the costs of construction of the Infrastructure Improvements not funded through the County HIF Funds.

D. CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE IMPROVEMENTS

Date for Submission of Plans	5/08
Commencement Date for Construction of Infrastructure Improvements	8/08
Completion Date for Infrastructure Improvements	3/10

SCHEDULE "E"

ADDITIONAL DEVELOPER PROJECT RESPONSIBILITIES

Insurance

1. Prior to commencing work, the Developer shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Village of Port Chester. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Village of Port Chester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Developer and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Village, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Village, the Developer shall upon notice to that effect from the Village, promptly obtain a new policy, submit the same to the Village for approval and submit a certificate thereof. Upon failure of the Developer to furnish, deliver and maintain such insurance, the Agreement, at the election of the Village, may be declared suspended, discontinued or terminated. Failure of the Developer to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Developer from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Developer concerning indemnification. All property losses shall be made payable to and adjusted with the Village.

In the event that claims, for which the Village may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Developer until such time as the Developer shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Developer shall provide proof of the following coverage:
 - (a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York".

If the Developer claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the Developer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the Village with all other insurance documentation.

If the Develop is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either S1-12, Certificate of Workers' Compensation Self-Insurance, or GSI -105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Employer's Liability with minimum limit of \$100,000.
- (c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000, naming the Village of Port Chester as an additional insured. This insurance shall include the following coverages:
 - (i) Premises – Operations
 - (ii) Broad Form Contractual
 - (iii) Independent Contractor and Sub-Contractor
 - (iv) Products and Completed Operations

All Contracts involving the use of explosive and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - (i) Owned automobiles
 - (ii) Hired automobiles
 - (iii) Non-owned automobiles

~~(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000. Policy shall be kept in full force and effect for three (3) years from the date of this Agreement and the Village shall be provided with the endorsement naming the Village of Port Chester as an additional insured.~~

(f) (e) Builder's Risk – The Developer at its own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value, with the Village named as loss payee as its interest may appear.

3. All policies of the Village shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Village of Port Chester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in the Village of Port Chester is named as an insured, shall not apply to the Village.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Village (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Developer.

Project Recordkeeping

The Developer acknowledges that he has read the IMA and the Grant Agreement dated October 16, 2007 as amended between the Village and the New York State Affordable Housing Corp. ("Grant Agreement") and is familiar with the Project Recordkeeping Requirements of the IMA and the Grant Agreement. The Developer accepts responsibilities for those requirements that are specifically delegated to the Developer that are not otherwise to be performed by the Housing Action Council, Inc. pursuant to an Agreement between the Village and the Housing Action Council, and agrees to cooperate fully in providing documents and information to enable the Village to fulfill its recordkeeping obligations.

The Village retains the right, upon reasonable notice to the Developer, to review all of Developer's records for the purposes of establishing the Developer's compliance with the provisions of this Agreement; and the Developer must permit the Village, or the Village's authorized representative, access to such records for such purposes.

Village of Port Chester



New York

OFFICE OF THE CHIEF ENGINEER
PORT CHESTER FIRE DEPARTMENT
209 Westchester Avenue
Port Chester, NY 10573
CHIEF'S OFFICE: 914-939-8574

Edward Quinn
CHIEF

Michael DeVittorio
FIRST ASSISTANT CHIEF

Enrico Casterella
SECOND ASSISTANT CHIEF

April 22, 2016

Mr. Anthony Cerreto, Esq.
Village Attorney
Village of Port Chester
220-222 Grace Church Street
Port Chester, NY 10573

Re: Nella Way and Alto Avenue Access

Dear Mr. Cerreto,

As instructed by Mr. Eric Zamft, Director of Planning and Economic Development for the Village of Port Chester I am writing you concerning the access to Alto Avenue from Nella Way. I know Mr. Zamft requested a letter from each chief but being the Chief Engineer of the department I feel this letter should suffice.

Mr. Zamft and I discussed this on Friday, April 15th and how the fire department feels about getting the gate and tree planters removed for egress from the property known as Fox Commons. As I told him then and am relating to you now we feel there is no real need to have this egress. It has been closed off for this use for approximately four (4) years now and we've never had a problem in exiting the property. To be honest we only go to this complex 1-2 times a year.

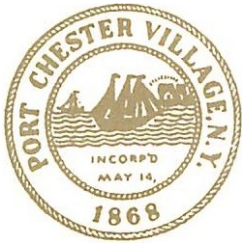
I was involved, as Second Assistant Chief, four (4) years ago, when this issue first came up. The FD wanted this as an egress/exit point for the complex as it would make it easier for the apparatus to exit the property without having to turn around or go around the complex to exit out onto Fox Island Rd. The main sticking point then was the residents of Alto Avenue did not want this open as it would become another point of access to Fox Island Rd. Alto Avenue on a good day is congested and additional traffic on this small, narrow street might be more of a hindrance to FD apparatus than a benefit.

While it would be a benefit we feel the need to have it open just for an exit is no longer necessary. If needed, we could always just move the planters and cut the lock to open this gate.

If I or the fire department can be of any additional help to you please feel free to call or e-mail myself or one of my assistants at your convenience.

Firematically,

Edward P. Quinn, Jr.
Chief Engineer
Port Chester Fire Department



VILLAGE OF PORT CHESTER

Village Engineer – 2nd Floor – Code Enforcement Office
222 Grace Church Street, Port Chester, NY 10573
vmasucci@portchesterny.com

RE: Fox Island Road – Nella Way

FROM: Vincent J. Masucci, P.E. (Village Engineer)

PURPOSE: Board of Trustees request for engineering comments for existing roadway of development.

DATE: 04/26/2016

- Forward to Planning & Economic Development Department
- Forward to Village Manager
- Forward to Village Attorney

COMMENTS AND RECOMMENDATIONS:

1. PROJECT DESCRIPTION:

The site has 2.5 acres and is located within a R2F Zone District with property having frontage on the Fox Island Road and bordering Interstate 95, Alto Avenue and Greenwood Avenue. The site also has access to Edgewood Park at the end of Nella Way. The entrance to the complex is from Fox Island Road with a gated emergency access provision from Alto Avenue. The project was approved by the Planning Commission on August 28th, 2006 for 35 townhouses with 50 parking spaces for use by the residents and the public. The proposal called for eight building clusters with a network of roadways having widths of 22 feet. The installation of a sidewalk on the western side of Nella Way starting from Fox Island Road leading into the complex and terminating at Nella Lane was eliminated from the proposal and approved as a “field change” at the November 29, 2010 Planning Commission meeting. The development was cooperation between the Village of Port Chester, Westchester County and the developer to build affordable housing on the site and to construct roadways and infrastructures to be dedicated to the Village upon completion with acceptance by the Village.

2. DOCUMENTS REVIEWED:

- a. Resolution by the Board of Trustees issued 12/29/2003 designating Lazz Development LLC as the developer for the village owned property.
- b. Traffic Study Report dated 03/10/2005 prepared by Tim Miller Associates, Inc. addressed to the Planning Commission.
- c. Resolution by the Planning Commission dated 08/28/2006 for the Final Site Plan Approval of Fox Island Affordable Housing Townhouse Project. Plans dated 08/23/2006 and 08/17/2006 having been accepted.
- d. Resolution by the Board of Trustees dated 12/18/2006 authorizing conveyance of property portion to be sold to the County and amended 05/21/2007.
- e. Letter addressed to the Westchester County Health Department from Dolph Rotfeld Engineering, P.C. dated 04/04/2007 that he will be acting as village engineer during the construction for the underground water and sewer infrastructure. Dolph Rotfeld had

- reviewed the plans prior to the issuance of the Building Permit and site inspections were conducted during the construction phases.
- f. Site Development Plan dated 04/16/2007, revised 05/16/2007, revised 09/02/2009. (Other drawings having the following dates indicated 02/23/2005; 02/21/2007; 08/17/2006) prepared, signed and sealed by Mr. Ralph G. Mastromonaco, P.E. (N.Y. License No. 054498).
 - g. Letter dated 05/21/2007 from Westchester County Department of Health approving the plans submitted with a last revision date 02/21/2007 for the sanitary sewers with conditions that the job be certified upon completion. A separate letter for the water main extension was also approved.
 - h. Resolution by the Board of Trustees dated 09/10/2007 for Building Permit Fee for Fox Island Development.
 - i. General Permit G-10687 issued 12/21/2007 for the approved plans for new 35 unit Town Houses off of Fox Island Road.
 - j. Resolution by the Board of Trustees dated 07/24/2008 for Village accepting bid form Lazz Developer LLC and authorizing the Village Manager to enter into an agreement with Lazz Developer for said project.
 - k. "As-Built" Mapping for Drainage System dated 10/26/2010; "As-Built" Sewer Profiles dated 03/26/2010 prepared, signed and sealed by Mr. Ralph G. Mastromonaco, P.E. (N.Y. License No. 054498); and "As-Built" Mapping for Sanitary Sewer and Water Main dated 12/03/2009 prepared, signed and sealed by Mr. Ralph G. Mastromonaco, P.E. (N.Y. License No. 054498). Sanitary and Water Main stamped by Surveyor Link Land Surveyors P.C. signed by Mr. Roland K. Link (NY License No. 044228). In addition, plan also approved and certified by Westchester County Health Department 03/26/2010.
 - l. Memo for Planning Commission from Pat Cleary, Planning Consultant, for 11/29/2010 meeting regarding "Field Change" for elimination of sidewalk from site plan for which no objections were raised.
 - m. Engineering Letter for certifying project dated 12/22/2010 from Ralph G. Mastromonaco, P.E., and P.C. Consulting Engineers. Letter addresses submitting "As-Built" for the sanitary sewer and water main prepared for Fox Island Townhouses dated 12/03/2009; Sewer Profiles dated 12/09/2009; Mapping of Drainage System dated 10/26/2010. Letter also certifies that the work was inspected during and after construction with a final inspection being conducted on 12/15/2010. Engineer certifies that the improvements were constructed substantially in accordance with the approved plans and the approved modifications and is stamped and sealed by Mr. Ralph G. Mastromonaco, P.E. (N.Y. License No. 054498).
 - n. Traffic Commission Meeting held 04/25/2011 referenced the Gate at the end of Alto Avenue indicating that this was not to be considered a thru street. Also, in lieu of a locked gate that planters would be acceptable by the Planning Commission but needed approval from the Fire, Police, DPW, EMT's and Code officials.

3. VILLAGE ENGINEER'S REVIEW COMMENTS:

- a. The as-built plans do not reflect the existing retaining walls constructed at the site. The existing walls were installed at the dead ends off of Nella Lane stepping back at three elevations. The engineer of record had indicated on the original drawings "*When rock is not encountered the contractor should construct a retaining wall to eliminate any grading that is steeper than 1 on 2.*" The engineer of record provided a generic section for a reinforced concrete wall design; however there was no specific design for height or location on the plans. It would appear that depending upon the rock outcropping during the excavation, that field conditions effected the installation and layout of the stone walls erected at the site under the purview of the engineering firm's supervision. The records do not indicate any objections to the work while in progress or as completed. The engineer of record has certified that the work was inspected during and after construction with a final inspection being conducted on 12/15/2010. Engineer certifies that the improvements were constructed substantially in accordance with the approved plans and the approved modifications and is stamped and sealed by Mr. Ralph G. Mastromonaco, P.E. (N.Y. License No. 054498). These plans were professionally

submitted indicating acceptable engineering details for the drainage, water main, sewer and pavement and curb proposals.

- b. Emergency access lane at Alto Avenue and Nella Way provides for a single lane entry/exit and is approximately 14.5 ft. in width with a solid fence having swinging gates with a 12 ft. opening. Large planters have been installed on both sides of the gate limiting accessibility for emergency equipment. There is a lock provision on the outer side of the gate but is broken (*See Documents Reviewed above Item #2h Traffic Commission's comments*). In addition, one of the catch basins on the outer northern side of the gate is missing the upper back portion of the catch basin where soil has eroded into the basin. A small section of plywood is covering the drain grate.
- c. Location of rubbish collection was originally located on the southern end of the site located near the entrance to Edgewood Park has not been installed. It would appear that individual units have their own containers for door to door pick up of garbage.

4 VILLAGE ENGINEER'S RECCOMENDATIONS:

- a. **EMERGENCY ACCESS:** In consideration of the above, the Village had originally entered into an agreement to accept and dedicate the roadway. The Board should consider any corrective actions deemed necessary for the safety of the community with the removal of all items that could interfere with the access of emergency vehicles and whether to continue with the provision for a gate located at the end of Alto Avenue. If the gate is to remain, a sign should be installed indicating that this entrance is for "EMERGENCY ACCESS ONLY". Fire/Emergency personnel should be able to access this entrance through methods recommended and approved by them in case of emergencies. (*See discussion in the Agenda cover memorandum*).
- b. **NELLA WAY:** Unless this site is to be utilized by the general public for access to Edgewood Park for the general public, Nella Way serves as the only access road to this complex and is not a drive through to or from Alto Avenue. Safety precautions should be established at the Fox Island Road entrance that this is not a thorough fare roadway in order to limit traffic. (Signage: Dead End, No Thru Traffic).
- c. **ROADWAY/INFRASTRUCTURE:** Since I was not personally present during the construction of the development, I cannot certify the installation as being in compliance with the plans provided; However, after consideration of what documentations that were accessible for my investigation, reasonable conclusions can be substantiated with regards to the actual design details of the roadway and infrastructure. The records indicated that a review and inspections had been conducted by an engineering firm (Dolph Rotfeld Engineering, P.C.) contracted by the Village for the planning stages and field inspection phases with the engineer of record performing his professional services on behalf of the Village and Mr. Rotfeld has indicated that the infrastructure was conforming to engineering standards and construction. In addition, the drawings were prepared by Mr. Ralph G. Mastromonaco, P.E., P.C. Consulting Engineers who is a licensed engineer and was present during the planning preparations and construction development phases, as well and upon completion of the work had provided the Village with a certification that all work had been substantially completed as per approved plans. The Building Department and outside agencies such as the Westchester County Health Department were also involved in the review and approval process of the plans having required engineering supervision of the sewer installation for the site.

In consideration of the forgoing, there should be no objection to the Village accepting a road dedication with any corrective actions or changes deemed necessary by the Board of Trustees on behalf of the Village and residents of the complex.



VILLAGE OF PORT CHESTER

Department of Police, 350 North Main Street, Port Chester, NY 10573



Richard F. Conway
Chief of Police

(914)939-1000
(914)939-6402
Fax: (914)939-2298
E-mail: RConway@vpcpd.com

April 26, 2016

Mr. Christopher Steers
Village Manager
Village of Port Chester
222 Grace Church St.
Port Chester, NY 10573

RE: Nella Way Egress

Dear Mr. Steers,

In response to Mr. Zamft' request, regarding the egress and parking issues on Nella way, and after much conversation, the Police Department's concerns are the following:

1-A secondary point of egress is needed for access to Nella way, in the event of a roadway blockage on Fox Island rd. The Alto ave gate, although latched, can be opened if needed in an emergency. Therefore, this access must remain available, and accessible if needed.

2-The roadway entering Nella Way, must be properly posted with no parking or standing signs, there is an on-going issue with resident's from the Fox Island rd. area parking on the Nella way driveway, hindering vehicular traffic flow in/out of the complex. This further causes a serious issue with egress of truck traffic, (FD, DPW etc.)

With the above issues addressed, there should be no other egress issues that need attention. We have looked at the parking at the top by Edgewood park, and feel that the parking is adequate at this time.

If there is anything else that is needed from this office, feel free to contact me.

Sincerely,

Sgt. Michael Martello
Traffic Sergeant
Port Chester Police Department



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

PH - 02
 BOT 5-2-2016

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: 4/27/2016

Item Type: Resolution to Adopt the Local Law

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required	x	
Funding Source:			BID #		
			Strategic Plan Priority Area		
			N/A		
Agreement			Manager Priorities		
Strategic Plan Related			N/A		

Sponsor's Name: Christopher D. Steers, Village Manager

Agenda Heading Title

(Will appear as indicated below on Agenda)

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-c

Summary

Background:

This is the local law needed if the Board wishes to adopt a budget above the limit set by the tax cap. The authority for this law comes from General Municipal Law § 3-C(5), and requires a vote of 60% (5 Board members) to enact.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Local Law
 Memo from the Village Attorney

General Muncipal Law §3-C
Sample Law Town of Fine
General Fund Budget Summary option 1
General Fund Budget Summary option 2
Sanitation needs

Village of Port Chester, New York

Local Law No. I-02 of the year 2016

Be it enacted by the Board of Trustees of the Village of Port Chester, New York

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL
MUNICIPAL LAW § 3-c**

SECTION 1: Purpose and Intent

The Board of Trustees is concerned about the uncertainties in the existing tax cap law, including the nature and extent that uncertain expenditures mandated by law and uncertain expenditures and revenues controlled by the County and the State interact with the tax cap. The Board is obligated to prepare a responsible budget, which meets the Village's mandated obligations and delivers the high level of services that residents expect, while minimizing the tax burden on taxpayers.

SECTION 2: Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law, Section 3-c, which authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3: Tax Levy Limit Override

The Board of Trustees of the Village of Port Chester is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2016 that requires a property tax levy in excess of the amount otherwise prescribed in General Municipal Law § 3-c.

SECTION 4: Severability

If any provision of this local law is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

SECTION 5: Effective Date

This local law shall be effective immediately upon filing with the Secretary of State.



VILLAGE OF PORT CHESTER

OFFICE OF THE VILLAGE ATTORNEY

MEMORANDUM

TO: Mayor and Board of Trustees

THRU: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto

DATE: April 22, 2016

RE: Village Budget FY 2016-2017

This is to provide the Board with some guidance as to the remaining schedule for the FY 2016-2017 Budget.

At the time the Board began the budget process, it adopted a resolution the Board providing for the dates of workshops, the public hearing and that it had the "present intention" to adopt the budget at a meeting on April 27, 2016.

Since that time, the Board scheduled a public hearing for the April 27th meeting to consider adopting a local law that would override the tax cap for FY 2016-2017.

The authority to override the tax cap is in the State General Municipal Law. The law provides that the governing board of the municipality must do so by adopting a local law, and that such action be done by a 2/3 supermajority which, in our case, is 5 members of the Board of Trustees.

The deadline for the Board to adopt the budget is May 1st. Since that date falls on a Sunday this year, the Board has until Monday, May 2nd to do so. (State General Construction Law, Section 25-a) Not that I am advocating that date.

Whether the Board chooses to adopt the local law or not, it will nonetheless need to meet in the interim to discuss proposed changes to the Village Manager's Tentative Budget and give time for the Village Treasurer to make such changes and prepare the budget resolution. Such meeting(s) are, of course, open to the public and must be noticed as special meetings.

Attached is a copy of the State authorizing law.

KeyCite Yellow Flag - Negative Treatment

Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 2. General Municipal Finances (Refs & Annos)

McKinney's General Municipal Law § 3-c

§ 3-c. Limit upon real property tax levies by local governments

Effective: June 26, 2015

Currentness

<[Expires and deemed repealed June 16, 2020, pursuant to L.2011, c. 97, pt. A, § 13.]>

1. Unless otherwise provided by law, the amount of real property taxes that may be levied by or on behalf of any local government, other than the city of New York and the counties contained therein, shall not exceed the tax levy limit established pursuant to this section.

2. When used in this section:

(a) "Allowable levy growth factor" shall be the lesser of: (i) one and two one-hundredths; or (ii) the sum of one plus the inflation factor; provided, however, that in no case shall the levy growth factor be less than one.

(b) "Available carryover" means the amount by which the tax levy for the prior fiscal year was below the tax levy limit for such fiscal year, if any, but no more than an amount that equals one and one-half percent of the tax levy limit for such fiscal year.

(c) "Coming fiscal year" means the fiscal year of the local government for which a tax levy limit shall be determined pursuant to this section.

(d) "Inflation factor" means the quotient of: (i) the average of the national consumer price indexes determined by the United States department of labor for the twelve-month period ending six months prior to the start of the coming fiscal year minus the average of the national consumer price indexes determined by the United States department of labor for the twelve-month period ending six months prior to the start of the prior fiscal year, divided by: (ii) the average of the national consumer price indexes determined by the United States department of labor for the twelve-month period ending six months prior to the start of the prior fiscal year, with the result expressed as a decimal to four places.

(e) "Local government" means a county, city, town, village, fire district, or special district including but not limited to a district created pursuant to article twelve or twelve-A, or governed by article thirteen of the town law, or created pursuant to article five-A, five-B or five-D of the county law, chapter five hundred sixteen of the laws of nineteen hundred twenty-eight, or chapter

two hundred seventy-three of the laws of nineteen hundred thirty-nine, and shall include town improvements provided pursuant to articles three-A and twelve-C of the town law but shall not include the city of New York or the counties contained therein.

(f) "Prior fiscal year" means the fiscal year of the local government immediately preceding the coming fiscal year.

(g) "Tax levy limit" means the amount of taxes authorized to be levied by or on behalf of a local government pursuant to this section, provided, however, that the tax levy limit shall not include the following:

(i) a tax levy necessary for expenditures resulting from court orders or judgments against the local government arising out of tort actions for any amount that exceeds five percent of the total tax levied in the prior fiscal year;

(ii) in years in which the system average actuarial contribution rate of the New York state and local employees' retirement system, as defined by paragraph ten of subdivision a of section nineteen-a of the retirement and social security law, increases by more than two percentage points from the previous year, a tax levy necessary for expenditures for the coming fiscal year for local government employer contributions to the New York state and local employees' retirement system caused by growth in the system average actuarial contribution rate minus two percentage points;

(iii) in years in which the system average actuarial contribution rate of the New York state and local police and fire retirement system, as defined by paragraph eleven of subdivision a of section three hundred nineteen-a of the retirement and social security law, increases by more than two percentage points from the previous year, a tax levy necessary for expenditures for the coming fiscal year for local government employer contributions to the New York state and local police and fire retirement system caused by growth in the system average actuarial contribution rate minus two percentage points;

(iv) in years in which the normal contribution rate of the New York state teachers' retirement system, as defined by paragraph a of subdivision two of section five hundred seventeen of the education law, increases by more than two percentage points from the previous year, a tax levy necessary for expenditures for the coming fiscal year for local government employer contributions to the New York state teachers' retirement system caused by growth in the normal contribution rate minus two percentage points.

(h) "Tax" or "taxes" shall include (i) a charge imposed upon real property by or on behalf of a county, city, town, village or school district for municipal or school district purposes, and (ii) special ad valorem levies and special assessments as defined in subdivisions fourteen and fifteen of section one hundred two of the real property tax law.

3. (a) Subject to the provisions of subdivision five of this section, beginning with the fiscal year that begins in two thousand twelve, no local government shall adopt a budget that requires a tax levy that is greater than the tax levy limit for the coming fiscal year. Provided however the tax levy limit shall not prohibit a levy necessary to support the expenditures pursuant to subparagraphs (i) through (iv) of paragraph (g) of subdivision two of this section.

(b)(i) The commissioner of taxation and finance shall calculate a quantity change factor for each local government for the coming fiscal year based upon the physical or quantity change, as defined by section twelve hundred twenty of the real property tax law, reported to the commissioner of taxation and finance by the assessor or assessors pursuant to section five hundred seventy-five of the real property tax law. The quantity change factor shall show the percentage by which the full value of the taxable real property in the local government has changed due to physical or quantity change between the second final assessment roll or rolls preceding the final assessment roll or rolls upon which taxes are to be levied, and the final assessment

roll or rolls immediately preceding the final assessment roll or rolls upon which taxes are to be levied. The commissioner of taxation and finance shall, as appropriate, promulgate rules and regulations regarding the calculation of the quantity change factor which may adjust the calculation based on the development on tax exempt land.

(ii) After determining the quantity change factor for the local government, the commissioner of taxation and finance shall proceed as follows:

(A) If the quantity change factor is negative, the commissioner of taxation and finance shall not determine a tax base growth factor for the local government.

(B) If the quantity change factor is positive, the commissioner of taxation and finance shall determine a tax base growth factor for the local government which is equal to one plus the quantity change factor.

(iii) The commissioner of taxation and finance shall notify the state comptroller and each local government of the applicable tax base growth factors, if any, as soon thereafter as such factors are determined.

(c) Each local government shall calculate the tax levy limit applicable to the coming fiscal year which shall be determined as follows:

(i) Ascertain the total amount of taxes levied for the prior fiscal year.

(ii) Multiply the result by the tax base growth factor, calculated pursuant to paragraph (b) of this subdivision, if any.

(iii) Add any payments in lieu of taxes that were receivable in the prior fiscal year.

(iv) Subtract the tax levy necessary to support expenditures pursuant to subparagraph (i) of paragraph (g) of subdivision two of this section for the prior fiscal year, if any.

(v) Multiply the result by the allowable levy growth factor.

(vi) Subtract any payments in lieu of taxes receivable in the coming fiscal year.

(vii) Add the available carryover, if any.

(d) Whenever the responsibility and associated cost of a local government function is transferred to another local government, the state comptroller shall determine the costs and savings on the affected local governments attributable to such transfer for the first fiscal year following the transfer, and notify such local governments of such determination and that they shall adjust their tax levy limits accordingly.

4. (a) When two or more local governments consolidate, the state comptroller shall determine the tax levy limit for the consolidated local government for the first fiscal year following the consolidation based on the respective tax levy limits of the component local governments that formed such consolidated local government from the last fiscal year prior to the consolidation.

(b) When a local government dissolves, the state comptroller shall determine the tax levy limit for the local government that assumes the debts, liabilities, and obligations of such dissolved local government for the first fiscal year following the dissolution based on the respective tax levy limits of such dissolved local government and such local government that assumes the debts, liabilities, and obligations of such dissolved local government from the last fiscal year prior to the dissolution.

(c) The tax levy limit established by this section shall not apply to the first fiscal year after a local government is newly established or constituted through a process other than consolidation or dissolution.

5. A local government may adopt a budget that requires a tax levy that is greater than the tax levy limit for the coming fiscal year, not including any levy necessary to support the expenditures pursuant to subparagraphs (i) through (iv) of paragraph g of subdivision two of this section, only if the governing body of such local government first enacts, by a vote of sixty percent of the total voting power of such body, a local law to override such limit for such coming fiscal year only, or in the case of a district or fire district, a resolution, approved by a vote of sixty percent of the total voting power of such body, to override such limit for such coming fiscal year only.

6. In the event a local government's actual tax levy for a given fiscal year exceeds the tax levy limit as established pursuant to this section due to clerical or technical errors, the local government shall place the excess amount of the levy in reserve in accordance with such requirements as the state comptroller may prescribe, and shall use such funds and any interest earned thereon to offset the tax levy for the ensuing fiscal year. If, upon examination pursuant to sections thirty-three and thirty-four of this chapter, the state comptroller finds that a local government levied taxes in excess of the applicable tax levy limit, the local government, as soon as practicable, shall place an amount equal to the excess amount of the levy in such reserve in accordance with this subdivision.

7. All local governments subject to the provisions of this section shall, prior to adopting a budget for the coming fiscal year, submit to the state comptroller, in a form and manner as he or she may prescribe, any information necessary for calculating the tax levy limit for the coming fiscal year.

Credits

(Added L.2011, c. 97, pt. A, § 1, eff. June 24, 2011. Amended L.2015, c. 20, pt. C, subpt. C, § 2, eff. June 26, 2015.)

McKinney's General Municipal Law § 3-c, NY GEN MUN § 3-c
Current through L.2016, chapters 1 to 32, 50 to 53, 55, 56.



Local Law

TAX CAP OVERRIDE FOR 2014 BUDGET

Local Law Filing New York State Department of State

41 State Street, Albany, NY, 12231

Town of Fine
County of St. Lawrence

Local Law No. ____ of the year 2013

A Local Law to override the tax levy limit established in General Municipal Law § 3-c

Be it enacted by the Town Board of the Town of Fine, in the County of St. Lawrence, as follows:

SECTION 1:

LEGISLATIVE INTENT

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Fine, County of St. Lawrence pursuant to General Municipal Law § 3-c, and to allow the Town of Fine, County of St. Lawrence to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2014 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

The Town of Fine is concerned about uncertainties in the existing tax cap law, including how uncertain expenditures mandated by law and uncertain expenditures and revenues controlled by the county and state interact with the tax cap. The town board is obligated to prepare a responsible budget, which meets the Town's mandated obligations and provides beneficial services, while minimizing the tax burden on Town citizens.

SECTION 2:

AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the town board.

SECTION 3:

TAX LEVY LIMIT OVERRIDE

The Town Board of the Town of Fine, County of St. Lawrence is hereby authorized to adopt a budget for the fiscal year 2014 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

SECTION 4:

SEVERABILITY

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5:

EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

Local Law Filing

**New York State Department of State
41 State Street, Albany, NY 12231**

I hereby certify that the Local Law annexed hereto, designated as Local Law No. ____ of 2013, of the Town of Fine was duly passed by the Town Board on _____, 2013, in accordance with the applicable provisions of law.

Hope M. Dolan, Clerk
Town of Fine

(Seal)

Date: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ST. LAWRENCE)

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Christopher E. Cooper,
Town Attorney
Town of Fine

Date:

VILLAGE OF PORT CHESTER
 FY 2016-17 GENERAL FUND BUDGET SUMMARY
 TENTATIVE BUDGET

	ADOPTED BUDGET <u>2013-14</u>	ADOPTED BUDGET <u>2014-15</u>	ADOPTED BUDGET <u>2015-16</u>	TENTATIVE BUDGET <u>2016-17</u>
TOTAL APPROPRIATION	\$36,612,096	\$37,684,166	\$38,913,621	\$39,987,469
<u>ESTIMATED REVENUES</u>				
(EXCLUDING REAL PROPERTY TAXES)	\$13,787,255	\$14,685,818	\$15,607,970	\$15,576,639
APPROPRIATED FUND BALANCE	\$800,000	\$369,782	\$135,636	\$291,000
APPROPRIATED W.C. RESERVES	\$0	\$0	\$150,000	\$50,000
APPROPRIATED DEBT SERVICE RESERVES	\$100,000	\$50,000	\$50,000	\$50,000
RE-LEVY SIDEWALK ASSESSMENT, I & II	\$28,374	\$27,579	\$26,785	\$25,990
SPECIAL ASSESSMENT - DEMOLITION	\$0	\$0	\$30,070	\$0
TOTAL ESTIMATED REVENUES	\$14,715,629	\$15,133,179	\$16,000,461	\$15,993,629
REAL PROPERTY TAX LEVY	\$21,896,467	\$22,550,987	\$22,913,160	\$23,993,840
TOTAL FUNDING	\$36,612,096	\$37,684,166	\$38,913,621	\$39,987,469

COMPARATIVE SUMMARY OF REVENUES, EXPENDITURES, LEVY & ASSESSMENT
FY 2016-17 & 2015-16

REVENUES	
FY2016-17 REVENUES	\$15,576,639
FY2015-16 REVENUES	\$15,607,970
INCREASE/(DECREASE)	(\$31,331)
% INCREASE/(DECREASE)	-0.20%

EXPENDITURES	
FY2016-17 EXPENDITURES	\$39,987,469
FY2015-16 EXPENDITURES	\$38,913,621
INCREASE/(DECREASE)	\$1,073,848
% INCREASE/(DECREASE)	2.76%

INCREASE IN APPROPRIATIONS (NET OF REVENUES)

\$1,105,179

TAX LEVY	
FY 2016-17 TAX LEVY	\$23,993,840
FY 2015-16 TAX LEVY	\$22,913,160
INCREASE/(DECREASE)	\$1,080,680
	4.72%

ASSESSED VALUATION	
FY 2016-17 TOTAL AV	\$2,575,609,861.00
FY 2015-16 TOTAL AV	\$2,377,321,251.00
INCREASE/(DECREASE)	\$198,288,610.00
PERCENTAGE INCREASE/(DECREASE)	8.34%

COMPARATIVE TAX RATES & ASSESSMENT
FY 2016-17, 2015-16 & 2014-15

FY 2016-17 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>	<u>TAX RATE % INCREASE</u>
HOMESTEAD	\$1,624,174,786.00	54.889754%	\$13,170,159.75	\$8.108832	-5.70%
NON-HOMESTEAD	\$951,435,075.00	45.110246%	\$10,823,680.25	\$11.376163	0.07%
TOTAL	\$2,575,609,861.00	100.000000%	\$23,993,840.00		

FY 2015-16 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,485,274,253.00	55.740822%	\$12,771,983.73	\$8.599074
NON-HOMESTEAD	\$892,046,998.00	44.259178%	\$10,141,176.27	\$11.368433
TOTAL	\$2,377,321,251.00	100.000000%	\$22,913,160.00	

FY 2014-15 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,487,811,791.00	56.839671%	\$12,817,906.82	\$8.615274
NON-HOMESTEAD	\$870,855,155.00	43.160329%	\$9,733,080.18	\$11.176463
TOTAL	\$2,358,666,946.00	100.000000%	\$22,550,987.00	

Scenario # 1: If Tax Levy was increased from \$22,993,840 to \$23,993,840=\$1 million	FY 2015-16	VY 2016-17
Average Assessed Value	\$ 434,397	\$ 458,909
Homestead Tax Rate (per \$1,000)	\$ 8.599074	\$ 8.108832
Average Village Tax Bill	\$ 3,735	\$ 3,721
Average Tax Bill Decrease		\$ (14)
Actual Percentage increase based on average tax bill		-0.38%

VILLAGE OF PORT CHESTER
 FY 2016-17 GENERAL FUND BUDGET SUMMARY
 TENTATIVE BUDGET

	ADOPTED BUDGET <u>2013-14</u>	ADOPTED BUDGET <u>2014-15</u>	ADOPTED BUDGET <u>2015-16</u>	TENTATIVE BUDGET <u>2016-17</u>
TOTAL APPROPRIATION	\$36,612,096	\$37,684,166	\$38,913,621	\$40,369,039
<u>ESTIMATED REVENUES</u>				
(EXCLUDING REAL PROPERTY TAXES)	\$13,787,255	\$14,685,818	\$15,607,970	\$15,576,639
APPROPRIATED FUND BALANCE	\$800,000	\$369,782	\$135,636	\$0
APPROPRIATED W.C. RESERVES	\$0	\$0	\$150,000	\$50,000
APPROPRIATED DEBT SERVICE RESERVES	\$100,000	\$50,000	\$50,000	\$50,000
RE-LEVY SIDEWALK ASSESSMENT, I & II	\$28,374	\$27,579	\$26,785	\$25,990
SPECIAL ASSESSMENT - DEMOLITION	\$0	\$0	\$30,070	\$0
TOTAL ESTIMATED REVENUES	\$14,715,629	\$15,133,179	\$16,000,461	\$15,702,629
REAL PROPERTY TAX LEVY	\$21,896,467	\$22,550,987	\$22,913,160	\$24,666,410
TOTAL FUNDING	\$36,612,096	\$37,684,166	\$38,913,621	\$40,369,039

COMPARATIVE SUMMARY OF REVENUES, EXPENDITURES, LEVY & ASSESSMENT
FY 2016-17 & 2015-16

REVENUES	
FY2016-17 REVENUES	\$15,576,639
FY2015-16 REVENUES	\$15,607,970
INCREASE/(DECREASE)	(\$31,331)
% INCREASE/(DECREASE)	-0.20%

EXPENDITURES	
FY2016-17 EXPENDITURES	\$40,369,039
FY2015-16 EXPENDITURES	\$38,913,621
INCREASE/(DECREASE)	\$1,455,418
% INCREASE/(DECREASE)	3.74%

INCREASE IN APPROPRIATIONS (NET OF REVENUES)

\$1,486,749

TAX LEVY	
FY 2016-17 TAX LEVY	\$24,666,410
FY 2015-16 TAX LEVY	\$22,913,160
INCREASE/(DECREASE)	\$1,753,250
	7.65%

ASSESSED VALUATION	
FY 2016-17 TOTAL AV	\$2,575,609,861.00
FY 2015-16 TOTAL AV	\$2,377,321,251.00
INCREASE/(DECREASE)	\$198,288,610.00
PERCENTAGE INCREASE/(DECREASE)	8.34%

**COMPARATIVE TAX RATES & ASSESSMENT
FY 2016-17, 2015-16 & 2014-15**

FY 2016-17 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>	<u>TAX RATE % INCREASE</u>
HOMESTEAD	\$1,624,174,786.00	54.889754%	\$13,539,331.77	\$8.336130	-3.06%
NON-HOMESTEAD	\$951,435,075.00	45.110246%	\$11,127,078.23	\$11.695047	2.87%
TOTAL	\$2,575,609,861.00	100.000000%	\$24,666,410.00		

FY 2015-16 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,485,274,253.00	55.740822%	\$12,771,983.73	\$8.599074
NON-HOMESTEAD	\$892,046,998.00	44.259178%	\$10,141,176.27	\$11.368433
TOTAL	\$2,377,321,251.00	100.000000%	\$22,913,160.00	

FY 2014-15 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,487,811,791.00	56.839671%	\$12,817,906.82	\$8.615274
NON-HOMESTEAD	\$870,855,155.00	43.160329%	\$9,733,080.18	\$11.176463
TOTAL	\$2,358,666,946.00	100.000000%	\$22,550,987.00	

Senario #2: If Tax Levy was increased from \$22,993,840 to \$24,666,410=\$1,672,570

	FY 2015-16	FY 2016-17
Average Assessed Value	\$ 434,397	\$ 458,909
Homestead Tax Rate (per \$1,000)	\$ 8.599074	\$ 8.336130
Average Village Tax Bill	\$ 3,735	\$ 3,826
Average Tax Bill Decrease		\$ 90
Actual Percentage increase based on average tax bill		2.36%



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Leonie Douglas
Village Treasurer

(914) 939-5205
Fax: (914) 305-2570
E-Mail: ldouglas@portchesterny.com

To: Mayor Pilla & Board of Trustees
From: Leonie Douglas, Village Treasurer thru Village Manager, Christopher Steers
Date: April 22, 2016

Re: Garbage/Recycling/Trash Pick-up

This is in response to the Mayor's e-mail.

Recycling:

Rocky's recommendations are as follows:

- Cardboard pick should be **every other week** instead of 4 days per week.
- Comingling (plastic, bottles, cans etc.) should be **every other week** instead of 4 days per week. Currently, they are collecting cardboard and recycling items 4 (four) days per week, which is the reason for the extra 2 to 3 hours of overtime. Minimum 3 employees are on a route.

Garbage:

Per Rocky, there are 8 routes for garbage pick-up and each route is picked up twice per week. If garbage pick-up is reduced to once per week, the volume would be twice as much, would incur overtime, and could also cause other health issues.

Trash:

Trash (household items) pick-up is once per week unless it's a Holiday week, then there is no pick-up.

Recommendation:

Reduce cardboard and comingling pick-ups from 4 days per week to every other week. Reduce seasonal workers from 4 to 2 and replace with 2 full-time sanitation workers for a total cost of \$98,136. Please note that overtime can only be reduced by \$24,000 instead of the \$48,136 in order to accommodate for the week-end cleaning of the downtown area.

Please see attached spreadsheet and let me know if you have any questions.

Thanks.

Sanitation Department

April 21, 2016

Department	G/L Code	Actual					Budget	Actual	Proposed	
		2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2015-16	Budget 2016-17	Reduction 2016-17
San O/T	1.8160.101	\$ 64,008	\$ 63,235	\$ 85,108	\$ 74,623	\$ 69,493	\$ 74,000	\$ 68,497	\$ 74,000	\$ 24,000
San Seasonal	1.8160.108	\$ 99,864	\$ 86,781	\$ 102,546	\$ 143,772	\$ 115,320	\$ 100,000	\$ 93,093	\$ 100,000	\$ 50,000
Total		\$ 163,872	\$ 150,016	\$ 187,654	\$ 218,395	\$ 184,813	\$ 174,000	\$ 161,590	\$ 174,000	\$ 74,000

		2016-17	Increase
San Personnel	1.8160.100	\$ 1,202,156	\$ 98,136

		Yearly OT		
	Salary	O/T Rate	Hours	
MEO	\$ 64,360	\$ 46.4135	380	\$ 17,637
2 San Workers	\$ 54,650	\$ 39.4111	760	\$ 29,952
O/T due to 4 days per week cardboard & Comingling Pickup				\$ 47,590 *
2 New San Wkrs	\$ 49,068			\$ 98,136 **

Based on an average of 3 hours O/T per week per employee for 19 weeks (26-7 Holidays)*

Recommendation:

Reduce cardboard and comingling pick-ups from 4 days per week to every other week. Reduce seasonal workers from 4 to 2 and replace with 2 (two) full-time sanitation workers for a total cost of \$98,136.** Over-time can only be reduced by \$24,000 instead of the \$48,136 in order to accommodate for the cleaning of the downtown area on the week-ends.

2016-17

\$ 50,000

\$ 50,000

\$ 100,000

2016-17

\$ 1,300,292

\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
\$	-	\$	-	\$	-
	\$		-		
TOTAL REVENUE INCREASE		\$	1,009,747		

NET BUDGET ADJUSTMENTS

EXPENDITURE CHANGE	\$	718,747	INCREASE	\$	39,706,216
REVENUE CHANGE	\$	(718,747)	INCREASE	\$	39,706,216
TOTAL BUDGET ADJUSTMENT	\$	-			

CAPITAL PROJECT PLAN
FOR FY 2016-17

RES - 02
BOT 5-2-2016

On motion of TRUSTEE _____, seconded by TRUSTEE _____,

the following resolution was adopted by the Board of Trustees of the Village of Port
Chester, New York:

RESOLVED, that the Board of Trustees hereby adopts the modify Tentative
Capital Project Plan for FY 2016-17 as reflected in the attached schedule.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

**VILLAGE OF PORT CHESTER
FY 2016-17 GENERAL FUND BUDGET SUMMARY
ADOPTED BUDGET**

	ADOPTED BUDGET <u>2013-14</u>	ADOPTED BUDGET <u>2014-15</u>	ADOPTED BUDGET <u>2015-16</u>	ADOPTED BUDGET <u>2016-17</u>
TOTAL APPROPRIATION	\$36,612,096	\$37,684,166	\$38,913,621	\$39,706,216
<u>ESTIMATED REVENUES</u>				
(EXCLUDING REAL PROPERTY TAXES)	\$13,787,255	\$14,685,818	\$15,607,970	\$15,576,639
APPROPRIATED FUND BALANCE	\$800,000	\$369,782	\$135,636	\$0
APPROPRIATED W.C. RESERVES	\$0	\$0	\$150,000	\$50,000
APPROPRIATED DEBT SERVICE RESERVES	\$100,000	\$50,000	\$50,000	\$50,000
RE-LEVY SIDEWALK ASSESSMENT, I & II	\$28,374	\$27,579	\$26,785	\$25,990
SPECIAL ASSESSMENT - DEMOLITION	\$0	\$0	\$30,070	\$0
TOTAL ESTIMATED REVENUES	\$14,715,629	\$15,133,179	\$16,000,461	\$15,702,629
REAL PROPERTY TAX LEVY	\$21,896,467	\$22,550,987	\$22,913,160	\$24,003,587
TOTAL FUNDING	\$36,612,096	\$37,684,166	\$38,913,621	\$39,706,216

COMPARATIVE SUMMARY OF REVENUES, EXPENDITURES, LEVY & ASSESSMENT
FY 2016-17 & 2015-16

REVENUES	
FY2016-17 REVENUES	\$15,576,639
FY2015-16 REVENUES	\$15,607,970
INCREASE/(DECREASE)	(\$31,331)
% INCREASE/(DECREASE)	-0.20%

EXPENDITURES	
FY2016-17 EXPENDITURES	\$39,706,216
FY2015-16 EXPENDITURES	\$38,913,621
INCREASE/(DECREASE)	\$792,595
% INCREASE/(DECREASE)	2.04%

INCREASE IN APPROPRIATIONS (NET OF REVENUES)

\$823,926

TAX LEVY	
FY 2016-17 TAX LEVY	\$24,003,587
FY 2015-16 TAX LEVY	\$22,913,160
INCREASE/(DECREASE)	\$1,090,427
	4.76%

ASSESSED VALUATION	
FY 2016-17 TOTAL AV	\$2,575,609,861.00
FY 2015-16 TOTAL AV	\$2,377,321,251.00
INCREASE/(DECREASE)	\$198,288,610.00
PERCENTAGE INCREASE/(DECREASE)	8.34%

COMPARATIVE TAX RATES & ASSESSMENT
FY 2016-17, 2015-16 & 2014-15

FY 2016-17 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>	<u>TAX RATE % INCREASE</u>
HOMESTEAD	\$1,624,174,786.00	54.889754%	\$13,175,509.86	\$8.112126	-5.66%
NON-HOMESTEAD	\$951,435,075.00	45.110246%	\$10,828,077.14	\$11.380784	0.11%
TOTAL	\$2,575,609,861.00	100.000000%	\$24,003,587.00		

FY 2015-16 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,485,274,253.00	55.740822%	\$12,771,983.73	\$8.599074
NON-HOMESTEAD	\$892,046,998.00	44.259178%	\$10,141,176.27	\$11.368433
TOTAL	\$2,377,321,251.00	100.000000%	\$22,913,160.00	

FY 2014-15 TAX RATE CALCULATION

	<u>ASSESSED VALUE</u>	<u>PERCENTAGE</u>	<u>TAX LEVY</u>	<u>TAX RATE</u>
HOMESTEAD	\$1,487,811,791.00	56.839671%	\$12,817,906.82	\$8.615274
NON-HOMESTEAD	\$870,855,155.00	43.160329%	\$9,733,080.18	\$11.176463
TOTAL	\$2,358,666,946.00	100.000000%	\$22,550,987.00	

Scenario #4: If Tax Levy was increased from \$22,993,840 to \$24,003,587=\$1,009,747

	FY 2015-16	FY 2016-17
Average Assessed Value	\$ 434,397	\$ 458,909
Homestead Tax Rate (per \$1,000)	\$ 8.599074	\$ 8.112126
Average Village Tax Bill	\$ 3,735	\$ 3,723
Average Tax Bill Decrease		\$ (13)
Actual Percentage Decrease based on average tax bill		-0.34%

ESTABLISHING A SEWER RENT RATE

FOR FY 2016-2016

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Article 14-F of the New York General Municipal Law authorizes municipalities to establish a system of user fees, or sewer rents; and

WHEREAS, in the exercise of such statutory authority, the Board has adopted a local law establishing a system of sewer rents using water consumption as a basis for calculating same; and

WHEREAS, the Village Manager has provided the proposed sewer rent rate for FY 2016-2017 to the Board of Trustees, that being **\$1.420544/CCF** of water consumption; and

WHEREAS, as required by law, the Board has conducted a public hearing on **April 18, 2016** wherein all interested parties were given an opportunity to be heard. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the sewer rent rate for FY 2016-2017 at **\$1.420544/CCF** of water consumption.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

SEWER RENT LIENS

FOR FY 2016-17

On motion of TRUSTEE _____, seconded by TRUSTEE _____,

the following resolution was adopted by the Board of Trustees of the Village of Port
Chester, New York:

RESOLVED, that the Board of Trustees hereby authorizing the Village Treasurer to include delinquent sewer rent and charges in the amount of \$113,357.57 to be in the tax warrant for the period beginning June 2016, to May 31, 2017.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

**Village of Port Chester
Sewer Rent Liens
FY 2016-17**

Section	Block	Lot	Unit	Street Number	Street Name	Name	Mailing Address	City State Zip	
135.44	2	25		98	BETSY BROWN	VALBIRO,ANGELA	98 BETSY BROWN CIR	PORT CHESTER, NY 10573	34.51
135.44	2	38		71	HAINES	Krzysztof,Przyslak	71 Haines Blvd	PORT CHESTER, NY 10573	46.86
135.52	1	40		58	HAINES	GRECO,SABRINA	58 HAINES BLVD	PORT CHESTER, NY 10573	17.06
135.52	2	3		61	HAINES	DOMINGUEZ,ROBERTO	61 HAINES BLVD	PORT CHESTER, NY 10573	249.44
135.60	2	5		58	SYLVAN	POLANCO,JUAN A	58 SYLVAN RD	PORT CHESTER, NY 10573	157.84
135.60	2	33		28	HAINES	AMBROSINO,JAMES M & JOANN	28 HAINES BLVD	PORT CHESTER, NY 10573	0.46
135.60	2	41		29	HAINES	CURANOVIC,AILO & LINDA	29 Haines Blvd	PORT CHESTER, NY 10573	115.64
135.60	2	69		10	HAINES	REUVERS,WAYNE	10 Haines Blvd	PORT CHESTER, NY 10573	104.76
135.60	2	66		5	HAINES	SIDOR,LEON	Keller Williams Attn: Crystal 20 Bloomingdale Rd	White Plains, NY 10605	0.27
135.68	2	7		16	COLLEGE	LUKUNKU,DEBRA A KINE	16 COLLEGE AVE	PORT CHESTER, NY 10573	1.16
135.76	3	37		86	BRECKENRIDGE	LEON,LOUIS & BARBARA	86 BRECKENRIDGE AVE	PORT CHESTER, NY 10573	63.76
135.76	3	33		127	FAIRVIEW	ALTISOURCE- Jose Morocho	127 FAIRVIEW AVE	PORT CHESTER, NY 10573	42.75
135.76	2	14		159	FAIRVIEW	ZANNO,ANTHONY	159 Fairview Ave	Port Chester, NY 10573	1.31
135.76	3	32		129	FAIRVIEW	CONDORI,JESUS	129 Fairview Ave	Port Chester, NY 10573	102.06
135.76	2	41		117	PERRY	DELGADO,NELSON & SERVANDO	43 Soundview St Apt 1	Port Chester, NY 10573	63.46
135.76	3	69		77	PERRY	PERRY MANOR ESTATES	205 NEUTON AVE	PORT CHESTER, NY 10573	1,139.58
135.76	2	19		128	BRECKENRIDGE	SUMMA,DAVID	128 BRECKENRIDGE AVE	PORT CHESTER, NY 10573	42.62
135.76	2	33		43	IRENHYL	FRIEFELD,MATTHEW	43 IRENHYL AVE	PORT CHESTER, NY 10573	15.62
135.76	3	51		83	BRECKENRIDGE	MORABITO,PRISCILLA	83 Breckenridge Ave	Port Chester, NY 10573	145.82
135.76	2	50		114	WESLEY	DIMARIO,MICHAEL & TONI	114 WESLEY AVE	PORT CHESTER, NY 10573	2.71
135.76	3	29		137	FAIRVIEW	PALMA,JACQUELINE	137 FAIRVIEW AVE	PORT CHESTER, NY 10573	289.45
135.76	3	23		149	FAIRVIEW	GONCALVES,GUSTAVO	190 Silvermine Ave	Norwalk, CT 06850	219.98
135.76	3	82		24	IRENHYL	MELGAR,CARHILT	24 IRENHYL AVE	PORT CHESTER, NY 10573	124.56
135.84	3	27		55	PERRY	MARCIANO,JOSEPH A.	55 Perry Ave	PORT CHESTER, NY 10573	152.09
135.84	3	34		525	IRVING	MARTINEZ,FERNANDO	525 Irving Ave	PORT CHESTER, NY 10573	113.84
135.84	3	2		116	FAIRVIEW	SIANO,ANN E	116 FAIRVIEW AVE	PORT CHESTER, NY 10573	51.10
135.84	2	59		37	PERRY	NOVOA,JUAN C	37 PERRY AVE	PORT CHESTER, NY 10573	0.54
135.84	2	74		32	WESLEY	PASTENA,JOHN T & SYLVIA	32 WESLEY AVE	PORT CHESTER, NY 10573	49.61
135.84	2	64		17	PERRY	STRACUZZI,ROSANNE	63 Old Byram Lake Rd	Armonk, NY 10504	3.15
135.84	3	45		424	IRVING	MELAHN,JOANNE	424 IRVING AVE	PORT CHESTER, NY 10573	3.75
135.84	3	49		11	WESLEY	SKIBA,JEFFREY	11 WESLEY AVE	PORT CHESTER, NY 10573	19.88
136.30	2	45		49	UPLAND	MICHELMAN,DAVID & DANIELLE	49 Upland St	PORT CHESTER, NY 10573	84.39
136.30	2	1		42	BURDSALL	COPULOS,DOMINICA & NICK	42 BURDSALL DR	PORT CHESTER, NY 10573	68.20
136.30	1	33		3	MAY	TAMILIO,MARLO & ROBERT	3 MAY PL	PORT CHESTER, NY 10573	1.01
136.30	1	12		47	PRISCILLA	PLATEROTI,RICK A.	47 Priscilla Ln.	PORT CHESTER, NY 10573	0.79
136.30	2	23		30	MITCHELL	JOSEPH VITA, JULIA VITA	30 Mitchell Pl	Port Chester, NY 10573	0.52
136.30	2	14		17	MITCHELL	DELUGO,IRMA	17 MITCHELL PL	PORT CHESTER, NY 10573	49.22
136.30	1	51		11	BOLTON	SMITH,SCOTT	11 BOLTON PL	PORT CHESTER, NY 10573	214.22
136.31	1	2		39	FRANCIS	WORTMAN,STEVEN	39 FRANCIS LA	PORT CHESTER, NY 10573	90.25

136.37	1	6	46 ROBERT	BATES,RAYMOND	46 ROBERT AVE	PORT CHESTER, NY 10573	0.88
136.37	1	8	654 KING	HAGGERTY,RYAN	654 KING ST	PORT CHESTER, NY 10573	367.34
136.37	1	58	4 TOWER HILL	POWER OF TOWER INC	370 Old Well Road	Purchase, NY 10577	323.97
136.37	1	12	1 BETSY BROWN	DEARAUJO,ZULEIMA	70 Lime Kiln Rd Apt 2F	Tuckahoe, NY 10707	9.43
136.37	1	49	54 WOODLAND	BRESLIN,JOSEPH	54 WOODLAND DR	PORT CHESTER, NY 10573	1.99
136.37	1	31	54 BETSY BROWN	SANTOS ZAVALA,VICTOR	54 Betsy Brown Rd	PORT CHESTER, NY 10573	0.54
136.37	1	32	100 BETSY BROWN	ZANOLIN,PETER	100 BETSY BROWN RD	PORT CHESTER, NY 10573	10.03
136.37	1	4	54 ROBERT	HEWLITT,MARC J & DOMENI	54 ROBERT AVE	PORT CHESTER, NY 10573	79.26
136.38	2	53	12 FIELD	DOWNING,CATHERINE	12 FIELD PL	PORT CHESTER, NY 10573	15.94
136.38	2	27	63 TOWER HILL	GOODHEART,GEORGE	63 TOWER HILL DR	PORT CHESTER, NY 10573	0.28
136.38	2	33	24 BARRETT	AVELAR,VICTOR	24 BARRETT LA	PORT CHESTER, NY 10573	126.56
136.38	2	16	35 TOWER HILL	ZAKAI,HELEN I	35 TOWER HILL DR	PORT CHESTER, NY 10573	1.43
136.38	1	2	3 BROWER	STONE,JESSE	3 Brower Pl	Port Chester, NY 10573	1.67
136.38	1	28	8 BARRETT	MARTELLO,MICHAEL C	8 BARRETT LA	PORT CHESTER, NY 10573	176.03
136.38	2	1	5 TOWER HILL	PAPPADAKE,GREG & MARIA	5 TOWER HILL DR	PORT CHESTER, NY 10573	184.31
136.38	2	14	31 TOWER HILL	MUTINO,PETER J	31 TOWER HILL DR	PORT CHESTER, NY 10573	0.62
136.39	1	16	29 FRANCIS	MICKATAVAGE,ROBERT G	29 FRANCIS LA	PORT CHESTER, NY 10573	111.46
136.39	1	47	22 PILGRIM	O'brien, Mathew	22 PILGRIM DR	PORT CHESTER, NY 10573	29.24
136.39	1	29	16 FRANCIS	BALL,DORRIA	16 FRANCIS LA	PORT CHESTER, NY 10573	0.30
136.45	1	4	438 GLEN	STACK,KRISTOFFER	438 GLEN AVE	PORT CHESTER, NY 10573	27.09
136.45	1	44	630 KING	RENNA,ALICE	630 King St	PORT CHESTER, NY 10573	0.17
136.45	1	7	61 HAWLEY	GONZALEZ,ANDRES & KATHRYN	61 Hawley Ave	PORT CHESTER, NY 10573	196.89
136.45	1	58	40 INDIAN	DELISA,DANIEL	211 S Ridge St	Rye Brook, NY 10573	240.94
136.45	1	47	94 MUNSON	ZYGMAN,MR JOSEPH	94 MUNSON ST	PORT CHESTER, NY 10573	17.06
136.45	2	61	87 ROBERT	COSENTINO,ROBERT	87 ROBERT AVE	PORT CHESTER, NY 10573	158.17
136.45	2	82	108 MUNSON	CAMMAROTA,PETER JR	108 MUNSON ST	PORT CHESTER, NY 10573	62.53
136.45	2	20	107 MUNSON	HATCH,JUNE	107 MUNSON ST	PORT CHESTER, NY 10573	1.44
136.45	1	57	44 INDIAN	GOSS,WILLIAM J JR	44 INDIAN RD	PORT CHESTER, NY 10573	0.01
136.45	2	60	85 ROBERT	HILL,LATYRUS	85 ROBERT AVE	PORT CHESTER, NY 10573	33.39
136.46	1	14	40 HOBART	DRUMMOND,DAVE	40 HOBART AVE	PORT CHESTER, NY 10573	0.68
136.46	2	5	1 ALDEN	PATAFIO,NICHOLENA	STEPHANIE PATAFIO 10 SOUTH OXFORD ST APT 2	BROOKLYN, NY 11217	1.04
136.46	2	26	33 QUINTARD	MCKINZIE,WILLIAM	33 Quintard Dr	PORT CHESTER, NY 10573	36.57
136.46	1	51	555 KING	KILIVEROS,JOHN	555 KING ST	PORT CHESTER, NY 10573	22.51
136.47	1	20	136 HOBART	KROL,WILLIAM	136 HOBART AVE	PORT CHESTER, NY 10573	55.53
136.47	2	38	101 HALSTEAD	RAMIREZ,CARMELO	101 HALSTEAD AVE	PORT CHESTER, NY 10573	147.88
136.47	2	27	61 HALSTEAD	MERIANOU,ISAVELA	61 HALSTEAD AVE	PORT CHESTER, NY 10573	72.97
136.47	1	29	60 QUINTARD	BURKUM,KEITH	60 QUINTARD DR	PORT CHESTER, NY 10573	1.41
136.47	2	30	71 HALSTEAD	RAKOCZY,WIESLAW	20 Cutler Rd	Greenwich, CT 06831	262.79
136.47	1	4	35 HALSTEAD	RODRIGUEZ,ENRIQUE	35 HALSTEAD AVE	PORT CHESTER, NY 10573	41.21
136.47	2	12	165 HOBART	PETERSON,BRYAN	165 HOBART AVE	PORT CHESTER, NY 10573	97.17
136.47	1	9	111 HOBART	YUSI,TAMARA	111 HOBART AVE	PORT CHESTER, NY 10573	66.20
136.47	2	56	80 HALSTEAD	GOLDBERG,RUTH	80 Halstead Ave	PORT CHESTER, NY 10573	277.32
136.47	1	48	65 QUINTARD	JACKSON,JEFFREY	65 QUINTARD DR	PORT CHESTER, NY 10573	7.11
136.47	1	39	4 FIELD	JIMENEZ,JUAN	4 FIELD PL	PORT CHESTER, NY 10573	217.84

136.47	2	32	75 HALSTEAD	Vargas Alvarez, Francisco	75 Halstead Ave	PORT CHESTER, NY 10573	70.06
136.47	1	16	120 HOBART		8 Hilltop Drive	PORT CHESTER, NY 10573	154.77
136.47	2	26	55 HALSTEAD	HAY,MICHAEL	107 Puritan Dr	Port Chester, NY 10573	111.76
136.47	1	40	2 FIELD	KREMINSKI,CHRIS	2 FIELD PL	PORT CHESTER, NY 10573	0.61
136.53	2	28	82 PURITAN	MURPHY,TIMOTHY & PAMELA	82 PURITAN DR	PORT CHESTER, NY 10573	244.97
136.53	1	49	107 PURITAN	HAY,MICHAEL & ANGEL	107 PURITAN DR	PORT CHESTER, NY 10573	64.92
136.53	1	34	58 LAFAYETTE	CEPERO,ROSE	58 Lafayette Dr	PORT CHESTER, NY 10573	132.99
136.53	1	18	319 GLEN	DI SANTO,GENOVEFFA	11 Carriage Way	North Reading, MA 01864	27.35
136.53	1	48	103 PURITAN	ROSS,DONALD	103 PURITAN DR	PORT CHESTER, NY 10573	217.86
136.53	2	6	1 GLEN	KURIAN,SHIJU	1 WEST GLEN AVE	PORT CHESTER, NY 10573	22.73
136.53	1	27	32 LAFAYETTE	VANDAMME,MICHELLE	32 Lafayette Dr	Port Chester, NY 10573	149.29
136.53	2	44	14 BROWDALE	WOLF,MRS SHIRLEY	14 BROWDALE PL	PORT CHESTER, NY 10573	9.09
136.53	1	17	312 GLEN	MORELLO,JOHN	312 GLEN AVE	PORT CHESTER, NY 10573	139.50
136.53	1	38	57 LAFAYETTE	SILEO,FRANK A	57 LAFAYETTE DR	PORT CHESTER, NY 10573	87.28
136.54	1	29	361 PUTNAM	DEL MAR,JANICE	361 Putnam Ave	Port Chester, NY 10573	3.60
136.54	1	17	530 KING	HANRETTY,PETER J	530 KING ST	PORT CHESTER, NY 10573	40.23
136.54	1	30	12 AUSTIN	MANNETTI,ANNE L	12 AUSTIN PL	PORT CHESTER, NY 10573	42.13
136.54	1	5	20 REX	SEGAL,HEATHCLIFF	20 REX RD	PORT CHESTER, NY 10573	147.14
136.54	1	56	329 PUTNAM	COSTELLOE,LINDA	329 PUTNAM AVE	PORT CHESTER, NY 10573	0.82
136.54	1	19	544 KING	SERGI,VINCENT	544 KING ST	PORT CHESTER, NY 10573	62.21
136.54	1	16	520 KING	COHACHI,VILMA	520 KING ST	PORT CHESTER, NY 10573	166.41
136.55	1	48	554 WILLETT	JAIME,ALFREDO	554 WILLETT AVE	PORT CHESTER, NY 10573	402.76
136.55	1	65	560 LOCUST	DORSEY,KIMBERLY	560 LOCUST AVE	PORT CHESTER, NY 10573	4.41
136.55	1	43	73 PUTNAM	SERMEZ,ELIN	PO Box 804	Port Chester, NY 10573	0.59
136.55	1	55	565 WILLETT	557 INC	557 Willett Ave	Port Chester, NY 10573	72.46
136.55	2	11	569 LOCUST	ESPICHAN,PEDRO	569 LOCUST AVE	PORT CHESTER, NY 10573	150.49
136.55	1	62	25 PUTNAM	PAIVA,MIGUEL	25 PUTNAM AVE	PORT CHESTER, NY 10573	1.67
136.55	1	49	558 WILLETT	MASCALI,BRANDY	3 Adelaide St	Rye, NY 10580	41.51
136.55	1	61	29 PUTNAM	LYON PARK DELI	29 PUTNAM AVE	PORT CHESTER, NY 10573	1.48
136.55	1	33	71 PUTNAM	71 PUTNAM DRIVE PROPERTIESLLC	71 Putnam Dr	PORT CHESTER, NY 10573	0.28
136.55	2	6	581 LOCUST	QUINTANA,RAMON	Quintana Ramon 21 Birdsey Ave	Meriden, CT 06450	0.19
136.55	1	58	553 WILLETT	551 553 WILLETT AVENUE REALTY LLC	C/O Jesus Flores 1 Columbus Ave	New Rochelle, NY 10801	3.12
136.55	2	30	250 MADISON	PISANO ANTHONY	40 HOMESTEAD RD	GREENWICH, CT 06831	23.57
136.55	1	71	574 LOCUST	CHAVEZ,ELSA	574 LOCUST AVE	PORT CHESTER, NY 10573	103.28
136.55	1	23	44 HALSTEAD	LOVALLO,JON J. & JENNIFER L.	44 Halstead Ave	PORT CHESTER, NY 10573	179.88
136.55	1	27	28 HALSTEAD	REIS,ANTONIO & ANNA	28 HALSTED PL	PORT CHESTER, NY 10573	128.24
136.55	1	38	23 PUTNAM	ANDREOLI,MICHAEL	23 PUTNAM DR	PORT CHESTER, NY 10573	103.11
136.56	1	38	33 RIVERDALE	VALDEZ,JENNY & SIMON	33 RIVERDALE AVE	PORT CHESTER, NY 10573	209.38
136.56	1	22	28 RIVERDALE	JONES,ANDREW	28 RIVERDALE AVE	PORT CHESTER, NY 10573	41.21
136.61	1	18	248 COLUMBUS	WHITE,ZELDA	Don Van Mandrie 31 Pelhamdale Ave	Mount Vernon, NY 10553	149.76
136.61	2	15	18 PURITAN	TREACY,ROBERT	18 PURITAN DR	PORT CHESTER, NY 10573	181.86
136.61	2	10	44 PURITAN	MEAGHER,MICHAEL	44 PURITAN DR	PORT CHESTER, NY 10573	1.89
136.61	1	5	51 PARK	COYT,MIGUEL	51 PARK AVE	PORT CHESTER, NY 10573	73.42
136.61	1	7	47 PARK	BADR,JEHAD S	47 PARK AVE	PORT CHESTER, NY 10573	0.11

136.61	1	27	14 UNIVERSITY	Regent Gardens Investor1 LLC	42 Oak Ave 3rd Floor	Tuckahoe, NY 10707	1,303.31
136.61	1	71	30 LAFAYETTE	TAVERAS-CRUZ,CARMEN	30 LAFAYETTE DR	PORT CHESTER, NY 10573	170.55
136.62	1	77	36 POPLAR	YUSI,ARMOND	36 POPLAR ST	PORT CHESTER, NY 10573	245.24
136.62	1	110	24 JAMES	BRODIE,CATHERINE	24 JAMES CT	PORT CHESTER, NY 10573	40.09
136.62	1	45	409 KING	WILLIAMS,EDMUND	409 KING ST	PORT CHESTER, NY 10573	78.17
136.62	1	99	13 JAMES	BARRETT,KEVIN W.	13 James Ct.	PORT CHESTER, NY 10573	105.76
136.62	1	9	30 CLERMONT	Chaudhry,Surryia	30 Clermont Ave	Port Chester, NY 10573	99.02
136.62	1	69	15 LINDEN	SCHMEHL,CARL E	15 LINDEN ST	PORT CHESTER, NY 10573	0.65
136.62	1	27	466 KING	ESCAFFI,EFRAIN & MARIA	466 KING ST	PORT CHESTER, NY 10573	62.31
136.62	1	60	10 LINDEN	TORRES,JEANETTE	10 Linden St	Port Chester, NY 10573	227.21
136.62	1	21	31 CLERMONT	CABRERA,JACQUELINE	31 Clermont Ave	PORT CHESTER, NY 10573	125.92
136.62	1	111	1 VILLAGE GREEN	ROLLERI,DONALD & FLO AN	1 VILLAGE GREEN CIR	PORT CHESTER, NY 10573	111.63
136.63	2	39	172 TERRACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	269.63
136.63	2	4	452 WILLETT	PEREZ,MARIAN	452 Willett Ave	Port Chester, NY 10573	234.17
136.63	2	42	449 WILLETT	82-84 HAMILTON MANOR LLC	507 N. Main St	PORT CHESTER, NY 10573	249.55
136.63	2	17	533 WILLETT	ARROYO SAUL	533 WILLETT AVE	PORT CHESTER, NY 10573	175.27
136.63	2	43	338 LOCUST	GREATER WESTCHESTER PROPERTY	9 Tashua Pkwy	TRUMBULL, CT 06611	449.84
136.63	1	67	223 MORTIMER	JEROME,EDNA	223 MORTIMER ST	PORT CHESTER, NY 10573	23.23
136.63	1	80	80 PUTNAM	MOROCHO,HECTOR	80 PUTNAM AVE	PORT CHESTER, NY 10573	182.19
136.63	2	41	455 WILLETT	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	899.70
136.63	2	34	544 LOCUST	GREATER WESTCHESTER PROPERTY	9 Tashua Pkwy	TRUMBULL, CT 06611	54.44
136.63	2	45	342 LOCUST	RODRIGUEZ,JAVIER & MARINA	342 LOCUST AVE	PORT CHESTER, NY 10573	186.70
136.63	1	42	19 BROOK	STEPANIUK,ADOLF	19 BROOK RD	PORT CHESTER, NY 10573	73.45
136.63	2	9	433 ELM	GERARDI,ROBERT	433 ELM ST	PORT CHESTER, NY 10573	54.87
136.64	1	44	55 HILLSIDE	Allison, Harry	12 Heritage S. Road	New Fairfield, CT 06812	214.00
136.64	1	35	507 MAIN	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	308.86
136.64	1	27	602 MAIN	ALEXANDER,ALBERT E &PATRICIA B	604 N Main St	PORT CHESTER, NY 10573	0.59
136.64	1	24	180 MADISON	GIORDANO JOSEPH	180 MADISON AVE	PORT CHESTER, NY 10573	0.58
136.64	1	9	24 MADISON	STINGONE,JACKIE	33 Parkway Dr	Port Chester, NY 10573	0.29
136.64	1	2	141 TERRACE	BLANCO,LUIS A & SORAYA	30 LINCOLN AVE	RYE BROOK, NY 10573	3.82
136.64	1	22	604 MAIN	ALEXANDER ALBERT	604 N MAIN ST	PORT CHESTER, NY 10573	65.17
136.64	1	14	38 MADISON	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	743.92
136.64	1	26	1607 HILLSIDE	PUTNAM VILLAGE CENTER,INC	604 N Main St	PORT CHESTER, NY 10573	799.48
136.69	2	55	78 GLENDALE	CUMMING,ROSE D.	78 Glendale Pl	PORT CHESTER, NY 10573	0.15
136.69	2	19	79 ELMONT	ELMONT HOLDINGS LLC	1740 Dogwood Drive	Yorktown, NY 10598	130.73
136.69	1	58	44 ELIZABETH	MCGOVERN,ENDA	44 ELIZABETH ST	PORT CHESTER, NY 10573	0.34
136.69	1	79 .2	62 COLUMBUS	ANTAKI,MICHAEL	78 Leicester St	PORT CHESTER, NY 10573	91.93
136.69	1	26	38 PARK	ROTH,KAREN	38 PARK AVE	PORT CHESTER, NY 10573	0.66
136.69	1	31	9 PARK	CUOZZO,LORRAYNE D.	50 Walker Ave	Rye, NY 10580	24.46
136.69	2	13	60 GLEN	TIRONE,ANTHONY R.	202 Mamaroneck Ave Ste 500	White Plains, NY 10601	3.80
136.69	1	79 .1	78 LEICESTER	ANTAKI,MICHAEL & JOANN	78 LEICESTER ST	PORT CHESTER, NY 10573	213.68
136.69	1	65	19 ELIZABETH	MEDINA,JUAN	19 ELIZABETH ST	PORT CHESTER, NY 10573	0.85
136.69	1	72	48 ELMONT	CONDORI,LEONOR	48 ELMONT AVE	PORT CHESTER, NY 10573	2.55
136.69	2	58	71 73 ELMONT	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	606.05

136.69	1	11	37 BARTON	KAUSAS,LINDA ELLEN	37 Barton Pl	PORT CHESTER, NY 10573	0.12
136.70	2	70	63 ARTHUR	LEVINE,RACHELE	63 ARTHUR CT	PORT CHESTER, NY 10573	31.64
136.70	1	6	26 GLEN	SALERNO,BRIAN	26 GLEN AVE	PORT CHESTER, NY 10573	267.11
136.70	2	52	81 ARTHUR	WILLIAMSON,JOAN	81 ARTHUR CT	PORT CHESTER, NY 10573	10.25
136.70	1	25	138 HASECO	CONDORI ESTEFA	138 HASECO AVE	PORT CHESTER, NY 10573	1.91
136.70	1	28	150 HASECO	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	542.74
136.70	2	29	19 SUMMER	DE LAROSA, DAVID	19 SUMMER ST	PORT CHESTER, NY 10573	0.98
136.70	2	13	29 MARATHON	GONZALEZ,JINDRISKA & ADAN	29 Marathon Pl	PORT CHESTER, NY 10573	12.77
136.70	1	47	30 ROCKLAND	RIVELY, PAUL	30 Rockland Ave	Port Chester, NY 10573	21.32
136.70	1	60	67 GLENDALE	LIO,FRANCESCO	67 GLENDALE PL	PORT CHESTER, NY 10573	7.35
136.70	2	39	333 KING	PEREIRA,IGOR	333 KING ST	PORT CHESTER, NY 10573	302.65
136.70	1	4	145 47 HASECO	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	641.05
136.70	2	7.1	219 LEICESTER	THOMAS,JESWIN	219 Leicester St	Port Chester, NY 10573	34.78
136.70	2	31	374 KING	REYES,OSCAR	374 KING ST	PORT CHESTER, NY 10573	228.05
136.70	2	59	74 ARTHUR	CARUSO,PATRICIA	74 ARTHUR CT	PORT CHESTER, NY 10573	0.36
136.70	1	43	8 ROCKLAND	GARCIA- MONROY,FRANKLIN	8 Rockland Ave	PORT CHESTER, NY 10573	184.94
136.70	1	36	24 SUMMER	COYT,EFRAIN	24 SUMMER ST	PORT CHESTER, NY 10573	135.82
136.70	1	10	45 GLEN	AGUILAR,CLOTILDE	45 GLEN AVE	PORT CHESTER, NY 10573	36.95
136.70	2	63	70 ARTHUR	HOFFMAN,DUNCAN	70 ARTHUR CT	PORT CHESTER, NY 10573	0.68
136.71	2	38	419 21 ORCHARD	OBRIEN,KEVIN	419 21 ORCHARD ST	PORT CHESTER, NY 10573	0.57
136.71	1	4	338 WILLETT	CANCER,SOPHIE	338 WILLETT AVE	PORT CHESTER, NY 10573	0.47
136.71	1	43	432 WILLETT	ZICCA JOHN A	432 WILLETT AVE	PORT CHESTER, NY 10573	1.31
136.71	2	64	33 ORCHARD	ALARCON,GLORIA	31 Orchard St	Port Chester, NY 10573	0.32
136.71	1	26	427 ELM	Wang,Xi	427 ELM ST	PORT CHESTER, NY 10573	36.37
136.71	1	33	215 CLEVELAND	Novoa, Alejandro	215 Cleveland St	PORT CHESTER, NY 10573	214.65
136.71	2	10	313 LOCUST	COSSIFOS,JASON	17 Barrett Ln	PORT CHESTER, NY 10573	0.81
136.71	2	15	412 ORCHARD	PEREZ,MIRRIAM	4676 BROMPTON DR	BUFFALO, NY 14219	230.68
136.71	1	19	220 CLEVELAND	DESTEFANO,GIUSEPPE	1 WEST GLEN AVE	PORT CHESTER, NY 10573	81.01
136.71	1	27	425 ELM	GIANFRANCISCO,RITA	425 ELM ST	PORT CHESTER, NY 10573	0.22
136.71	1	41	424 WILLETT	EGAS,JORGE W.	424 Willett Ave	PORT CHESTER, NY 10573	85.94
136.71	2	16	416 18 ORCHARD	ALDANA,JEFFREY	37 Summer St	Port Chester, NY 10573	332.96
136.71	1	48	431 WILLETT	PUTNAM,PARK PROPERTIES	507 N MAIN ST	PORT CHESTER, NY 10573	250.74
136.71	2	83	325 WILLETT	MARTINEZ,JUAN	325 WILLETT AVE	PORT CHESTER, NY 10573	0.33
136.71	1	65	12 CHESTNUT	DEPAUW,MARY ELLEN	12 CHESTNUT ST	PORT CHESTER, NY 10573	1.12
136.71	1	9	215 CHESTNUT	CASTRO,MARIANA	215 CHESTNUT ST	PORT CHESTER, NY 10573	58.82
136.71	2	84	323 WILLETT	MARTINEZ,JESUS	323 WILLETT AVE	PORT CHESTER, NY 10573	0.40
136.71	1	63	345 WILLETT	OBRIEN,ROSEMAUREEN	345 WILLETT AVE	PORT CHESTER, NY 10573	85.27
136.71	2	42	2 RIDGEVIEW	BONILLA,JOSE	1-3 Ridgeview Pl	PORT CHESTER, NY 10573	45.96
136.71	2	43	143 RECTORY	BAUTISTA,CINDY	143 Rectory St	Port Chester, NY 10573	40.60
136.71	2	65	31 ORCHARD	ALARCON,FRANKLIN	31 ORCHARD ST	PORT CHESTER, NY 10573	0.50
136.71	1	73	278 LOCUST	7TH GROUP HOLDINGS	4 Roe St	Melville, NY 11747	13.61
136.71	2	21	432 ORCHARD	GULATI SUBHASH	250 Broadview Ave	New Rochelle, NY 10804	34.75
136.71	2	24	4 LOCKWOOD	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	580.66
136.71	1	1.1	328 A WILLETT	PAGNOTTA,DONATO	328 A WILLETT AVE	PORT CHESTER, NY 10573	101.46

136.71	1	84	336 LOCUST	COPP,PETER	206 Hermits Rd	Irvington, NY 10533	125.46
136.71	2	62	134 RECTORY	PEREZ,MIRIAM	4676 BROMPTON DR	BLASDELL, NY 14219	244.17
136.71	1	68	260 LOCUST	INGENLOFF,DAVID	260 LOCUST AVE	PORT CHESTER, NY 10573	0.03
136.72	1	14	122 TERRACE	CEPERO,GEORGE	ROSE CEPERO 20 THORN HILL RD	NINEVEH, NY 13813	869.31
136.72	1	41	425 MAIN	PAPADOPOULOS,PETER	425 MAIN ST N	PORT CHESTER, NY 10573	10.16
136.77	2	37	5 CLARK	FANELLI,DAYANA	5 CLARK PL	PORT CHESTER, NY 10573	49.28
136.77	2	4	67 LEICESTER	RYAN,JOHN	67 LEICESTER ST	PORT CHESTER, NY 10573	1.67
136.77	2	17	36 CLARK	O KEEFE,DANIEL W.	36 Clark Pl	PORT CHESTER, NY 10573	149.14
136.77	1	40	70 LEICESTER	ANTAKI,MICHAEL	78 Leicester St	PORT CHESTER, NY 10573	353.85
136.77	2	46	324 IRVING	CARPENTERI,MARIO	JOE CARPENTERI 324 IRVING AVE	PORT CHESTER, NY 10573	3.66
136.77	1	21	391 IRVING	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	382.83
136.77	1	47	394 IRVING	ESTATE OF ANTONINO VALLONE	JOSEPH VALLONE, EXECUTOR 15 DUNDERAVE RD	WHITE PLAINS, NY 10603	8.84
136.77	2	31 .2	29 CLARK	RODRIGUEZ,SYLVIA	29 CLARK PL	PORT CHESTER, NY 10573	57.14
136.77	1	45	388 IRVING	COSTA,WASHINGTON	388 IRVING AVE	PORT CHESTER, NY 10573	0.78
136.77	2	43	46 EXCHANGE	ROMERO,JOSE	46 EXCHANGE PL	PORT CHESTER, NY 10573	0.28
136.77	1	30	23 ELMONT	CANNAVO,ROSE	507 N MAIN ST	PORT CHESTER, NY 10573	232.92
136.77	2	40	319 21 IRVING	RAMIREZ,ROSARIO P.	319-320 Irving Ave	PORT CHESTER, NY 10573	493.44
136.78	2	3	74 76 PONINGO	REI MGMNT GROUP	GENE BRANCA 78 SOUTH REGENT ST	PORT CHESTER, NY 10573	1,293.28
136.78	2	23	14 BUSH	ASTO,ALEX	14 BUSH AVE	PORT CHESTER, NY 10573	75.00
136.78	3	9	19 21 PARKER	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	1,206.55
136.78	3	7	13 MAPLE	MONTOYA,JAIME	13 MAPLE PL	PORT CHESTER, NY 10573	0.15
136.78	3	17	140 PONINGO	ACOSTA,ARIEL	140 PONINGO ST	PORT CHESTER, NY 10573	251.39
136.78	2	2	70 72 PONINGO	REI MGMNT GROUP	GENE BRANCA 78 SOUTH REGENT ST	PORT CHESTER, NY 10573	651.86
136.78	2	22	18 BUSH	REI MGMNT GROUP	GENE BRANCA 78 SOUTH REGENT ST	PORT CHESTER, NY 10573	1,736.61
136.78	1	8	61 HASECO	PEREZ,MIRIAM	4676 BROMPTON DR	BLASDELL, NY 14219	222.79
136.78	2	61	105 HASECO	FREYRE,JOSE	105 HASECO AVE	PORT CHESTER, NY 10573	142.19
136.78	2	38	40 PARKER	GARCIA,MAURICIO	40 PARKER ST	PORT CHESTER, NY 10573	69.86
136.78	3	38	232 KING	CABRERA,LUIS	232 KING ST	PORT CHESTER, NY 10573	302.24
136.78	1	1	15 BUSH	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	366.95
136.78	3	33	67 69 PONINGO	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	598.48
136.78	3	3	29 MAPLE	QUILLI,ANGEL	29 MAPLE PL	PORT CHESTER, NY 10573	4.12
136.78	1	21	64 HASECO	lanacu, Fulga	91 Lake Street	Pleasantville, NY 10573	391.51
136.78	3	12	124 PONINGO	PONINGO STREET LLC	93 Birch St	PORT CHESTER, NY 10573	234.47
136.79	2	23	15 ROLLHAUS	VINUEZA,RINA	15 ROLLHAUS PL	PORT CHESTER, NY 10573	0.58
136.79	1	2	42 ABENDROTH	ZICCA JOHN A	432 WILLETT AVE	PORT CHESTER, NY 10573	0.94
136.79	2	29	342 MAIN	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	708.10
136.79	2	1.1	1 SQUARE F/L	BARNARD,COURTNEY	1 Landmark Sq #101	PORT CHESTER, NY 10573	0.04
136.79	1	40	224 LOCUST	FLORES,ZOILA	224 LOCUST AVE	PORT CHESTER, NY 10573	76.24
136.79	1	32	193 HIGHLAND	PROSPECT HIGHLAND CORP.	193 HIGHLAND ST	PORT CHESTER, NY 10573	305.38
136.79	2	36	325 MAIN	SHODAN PROPERTIES LLC	325 N MAIN ST	PORT CHESTER, NY 10573	403.00
136.79	2	18	127 WILKINS	GREEN BULKLEY CORP.	P.O. Box 548	PORT CHESTER, NY 10573	92.61
136.79	1	36	210 LOCUST	HAYES,VONETA	VonDan Farm,418 Langley Rd	AMSTERDAM, NY 12010	80.37
136.79	1	7	164 HIGHLAND	CRIOLLO,ROGELIO	164 HIGHLAND ST	PORT CHESTER, NY 10573	158.98
136.79	1	58	141 HIGHLAND	BARCHELLA FRANK	219 WESTCHESTER AVE 219 Westchester Ave 5th Fl	Port Chester, NY 10573	277.66

136.79	1	11	176 HIGHLAND	DIAZ,PABLO M	176 HIGHLAND ST	PORT CHESTER, NY 10573	39.14
136.79	1	39	222 LOCUST	ALL NY HOLDINGS LLC	222 LOCUST AVE	PORT CHESTER, NY 10573	289.77
136.80	1	3	359 MAIN	MARINO,JOSEPH	359 NORTH MAIN ST	PORT CHESTER, NY 10573	0.41
141.28	3	41	44 REGENT	44 SOUTH REGENT REALTY CORP.	44-46 S. Regent St	PORT CHESTER, NY 10573	5.64
141.28	2	11	15 LYON	GARCIA,JUAN	15 LYON ST	PORT CHESTER, NY 10573	1.05
141.28	2	32	473 FRANKLIN	TUCKMAN,ADAM	473 FRANKLIN AVE	PORT CHESTER, NY 10573	4.25
141.28	2	19	469 ELLENDALE	ACAPANA MOISES	469 ELLENDALE AVE	PORT CHESTER, NY 10573	230.03
141.28	2	53	26 PARK	GIANGRANDE,J	PO BOX 367	PORT CHESTER, NY 10573	19.97
141.28	3	38	62 REGENT	CARRENO,HERNAN	62 S REGENT ST	PORT CHESTER, NY 10573	208.86
141.28	2	1	78 MERRITT	SIRENA,LEONARDO	76 MERRITT ST	PORT CHESTER, NY 10573	0.58
141.36	1	7	456 WEST	BERNAL,RODOLFO H	456 WEST ST	PORT CHESTER, NY 10573	218.50
141.36	1	19	433 WEST	HERNANDEZ,SAL	433 West St	Port Chester, NY 10573	0.60
141.36	1	10	467 WEST	LOMIENTO,ANGELO V	76 ASH RD	BARDONIA, NY 10954	196.60
141.36	1	18	435 WEST	FOX ISLAND PROPERTIES	507 NORTH MAIN ST	PORT CHESTER, NY 10573	250.17
141.36	2	44	317 OLIVIA	TORRES,GRACIELA	317 OLIVIA ST	PORT CHESTER, NY 10573	22.32
141.36	2	9	439 WILLIAM	MARISCAL,GENESIS	439 WILLIAM ST W	PORT CHESTER, NY 10573	0.52
141.36	1	18	437 WEST	FOX ISLAND PROPERTIES	507 NORTH MAIN ST	PORT CHESTER, NY 10573	499.89
141.36	2	13	107 REGENT	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	730.45
141.36	1	51	20 LYON	JONES,GEORGE E	20 LYON ST	PORT CHESTER, NY 10573	49.38
141.44	2	16	14 TOURAINE	GLIATTA,LINDA	25 TOURAINE AVE	PORT CHESTER, NY 10573	338.09
141.44	2	50	56 GRANT	Llerena,Ernesto	56 GRANT ST	PORT CHESTER, NY 10573	79.42
141.44	3	44	250 REGENT	RALON,FRANCISCO	250 REGENT ST S	PORT CHESTER, NY 10573	489.84
141.44	2	6	126 TOURAINE	RANDOM PROPERTY GROUP, LLC	126 Touraine Ave	Port Chester, NY 10573	1,328.78
141.44	2	81 .1	1 JENNA	NICHOLS,CHRISTINE	16 West Street	PORT CHESTER, NY 10573	81.91
141.44	2	45	66 GRANDVIEW	LATELLA,ROCCO	66 GRANDVIEW AVE	PORT CHESTER, NY 10573	178.60
141.44	2	35	88 INWOOD	TORRES,GLORIA	88 INWOOD AVE	PORT CHESTER, NY 10573	1.85
141.44	3	45	248 REGENT	RANDOM PROPERTY GROUP LLC	507 N Main St	Port Chester, NY 10573	590.73
141.44	2	53	78 GRANT	PHILLIBERT,AUBREY	78 GRANT ST	PORT CHESTER, NY 10573	0.81
141.44	3	23	38 BENT	CERVANTES,JUAN	PO Box 164	Riverside, CT 06878	85.82
141.44	3	20	97 INWOOD	FEDERICE,CHARLES	97 INWOOD AVE	PORT CHESTER, NY 10573	0.68
141.44	3	7	38 SHERMAN	CONDORI,JESUS	129 Fairview Ave	Port Chester, NY 10573	258.22
141.44	2	78	8 WEST	LARREATEGUI,BILL	8 West St	PORT CHESTER, NY 10573	216.66
141.44	3	35	9 BENT	CUSUMANO,GIROLOMA	28 Haines Blvd	Port Chester, NY 10573	2.43
141.44	3	68	235 REGENT	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	2,102.40
141.44	2	69	67 GRANDVIEW	TELESCA,WILLIAM J	151 Weaver St	Greenwich, CT 06831	0.88
141.44	3	38	13 BENT	ART REALTY	13 BENT AVE	PORT CHESTER, NY 10573	527.60
141.44	3	69	241 REGENT	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	957.40
141.44	3	10	70 INWOOD	CENTURY-MAXIM CONSTRUCTION	76 Inwood Ave	Port Chester, NY 10573	20.46
141.44	2	62	65 GRANDVIEW	JIMENEZ,CAROLINA	65 GRANDVIEW AVE	PORT CHESTER, NY 10573	57.93
141.52	1	20	21 TOURAINE	PEREZ,MIRIAM	4676 BROMPTON DR	BLASDELL, NY 14219	630.10
141.52	1	19	23 TOURAINE	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	602.81
141.52	1	15	35 GILBERT	MORAN,JUAN	35 GILBERT PL	PORT CHESTER, NY 10573	181.02
141.52	1	14	21 GILBERT	DECONZALEZ,GLORIA I	21 GILBERT PL	PORT CHESTER, NY 10573	429.81
142.21	1	13	46 SUMMIT	SINIS,PANAYOTIS & PIE	PO BOX 204	RYE, NY 10580	28.98

142.21	2	10	303 IRVING	SINIS,HUGETTE	303 Irving Ave	PORT CHESTER, NY 10573	163.23
142.21	1	17	71 REGENT	CROWN ROYAL LLC	132 Sandbar Dr	Jupiter, FL 33477	388.47
142.21	1	12	38 SUMMIT	ACEVEDO,MIGUEL	38 SUMMIT AVE	PORT CHESTER, NY 10573	468.92
142.21	1	50	20 SPRING	MEDINA,ALBERTO	20 SPRING ST	PORT CHESTER, NY 10573	81.01
142.21	1	58	33 SOUNDVIEW	CLAVIJO,ALDO	32 HUNT PL	WHITE PLAINS, NY 10606	267.41
142.21	1	45	30 32 SPRING	RANDOM PROPERTY GROUP LLC	507 N. Main St	PORT CHESTER, NY 10573	74.98
142.21	2	7	28 EXCHANGE	ALL NY HOLDINGS LLC	22-28 Exchang Place	PORT CHESTER, NY 10573	2,026.58
142.21	1	31	18 PROSPECT	Reyes, Ernesto	2103 Bradford Stree	Clearwater, FL 33760	839.13
142.21	1	16	69 REGENT	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	407.18
142.21	1	64	52 SOUNDVIEW	CAMPOS,JANETH M	244 William St	Rye Brook, NY 10573	81.01
142.21	2	14	313 WESTCHESTER	BLUE MOUNTAIN PARTNERS LLC	313 Westchester Ave	PORT CHESTER, NY 10573	641.62
142.21	1	25	35 37 SUMMIT	35 SUMMIT AVE OWNERS LTD	Patroit Magement 1.1 Holland Ave Ste 2	White Plains, NY 10603	4,488.15
142.21	1	71 .1	21 B PROSPECT	Flores, Marco & Alvarez,Luis	21 Prospect St	PORT CHESTER, NY 10573	251.56
142.22	1	13	12 OAK	KULPINSKI,IVA	12 OAK ST	PORT CHESTER, NY 10573	20.86
142.22	1	15	242 WESTCHESTER	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	542.24
142.22	1	17	250 WESTCHESTER	GULATI,CATHERINE	250 BROADVIEW AVE	NEW ROCHELLE, NY 10804	69.42
142.22	2	53	27 PALACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	249.00
142.22	2	39	56 PALACE	LAZO,BERTHA	33 Spring St	Greenwich, CT 06830	0.66
142.22	2	41	62 SUMMERFIELD	CALDERON,JULIA P	62 SUMMERFIELD PL	PORT CHESTER, NY 10573	29.14
142.22	3	7	6 WASHINGTON	DEYO,DARLENE	6 WASHINGTON MEWS	PORT CHESTER, NY 10573	13.02
142.22	2	32	32 PALACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	505.62
142.22	2	63	152 KING	152 KING ST. REALTY LLC	555 S. Columbus Ave	MT. VERNON, NY 10550	0.29
142.22	3	41	40 WASHINGTON	LA COMBE,SHELBEY	40 Washington Mews	Port Chester, NY 10573	0.22
142.22	2	34	38 PALACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	1,620.39
142.22	2	26	8 PALACE	CANNAVO LEONARD	507 N Main St	Port Chester, NY 10573	459.61
142.22	2	33	34 PALACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	1,055.63
142.22	1	38	199 IRVING	IRVING BUILDING LLC	18 St. Jude Pl	YONKERS, NY 10703	15.81
142.22	2	54	23 PALACE	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	557.85
142.22	3	56	55 WASHINGTON	DELAOSSA,SISSY	55 WASHINGTON MEWS	PORT CHESTER, NY 10573	100.34
142.22	3	18	17 WASHINGTON	DOS ANJOS,DOMINGO	17 WASHINGTON MEWS	PORT CHESTER, NY 10573	86.01
142.22	1	47	16 BULKLEY	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	686.98
142.22	3	14	13 WASHINGTON	TORRES,ARLENE	13 WASHINGTON MEWS	PORT CHESTER, NY 10573	13.31
142.22	1	10	22 OAK	STORINO,JOHN	22 Oak St 1st Fl	Port Chester, NY 10573	156.37
142.22	3	28	27 WASHINGTON	THOMAS,JENNYLYN	27 WASHINGTON MEWS	PORT CHESTER, NY 10573	4.32
142.22	1	60	11 BUSH	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	528.34
142.22	2	55	17 PALACE	PALACE PLACE APT INC.	507 N Main St	PORT CHESTER, NY 10573	335.74
142.22	2	46	65 SUMMERFIELD	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	564.63
142.22	2	38	52 PALACE	MON AMI TAKIS,INC	PO Box 204	Rye, NY 10580	918.95
142.22	2	35	42 PALACE	WILSON,JANET L	JENNIFFER L. CHUNG 2 PALACE PL	PORT CHESTER, NY 10573	58.57
142.22	2	12	51 PONINGO	AGUIRRE,VINCENTE	44 PARKER ST	PORT CHESTER, NY 10573	0.15
142.22	1	39	26 PONINGO	CRATE THINGS INC	26 PONINGO ST	PORT CHESTER, NY 10573	12.32
142.22	2	2	30 BROAD	SPRING CORP	104-116 Nassau St 10Th	NEW YORK, NY 10038	1,195.93
142.22	2	49	39 PALACE	82-84 HAMILTON MANOR LLC	507 N. Main St	PORT CHESTER, NY 10573	301.15
142.22	3	51	50 WASHINGTON	NULLET,MATHEW	50 WASHINGTON MEWS	PORT CHESTER, NY 10573	10.27

142.23	1	33	126 MAIN	STRATMAR EQUITIES CO	109 WILLETT AVE	PORT CHESTER, NY 10573	20.18
142.23	1	8	114 MAIN	F & A INC	114 N Main St	PORT CHESTER, NY 10573	269.97
142.23	1	13	122 MAIN	BANK OF NEW YORK LEASE SER.	101 Barclay St. 15 East	NEW YORK, NY 10286	44.06
142.23	1	3	109 ADEE	COCHACHI, VILMA	109 Adee St	Port Chester, NY 10573	150.96
142.23	2	19	28 WILLETT	DOMISON REALTY	28 WILLETT AVE	PORT CHESTER, NY 10573	0.16
142.23	1	37	140 MAIN	P C CENTRAL CORP	135 E Putnam Ave	Greenwich, CT 06830	10.29
142.29	1	56	122 SOUNDVIEW	INACIO,HERBERT	122 SOUNDVIEW ST	PORT CHESTER, NY 10573	132.82
142.29	2	44	64 WASHINGTON	SIGUA,MANUEL	64 WASHINGTON ST	PORT CHESTER, NY 10573	217.92
142.29	2	14	96 SOUNDVIEW	VARGAS,JESUS & ROSA	96 SOUNDVIEW ST	PORT CHESTER, NY 10573	168.50
142.29	2	43	68 WASHINGTON	MAMANI,JULIO	68 Washington St	Port Chester, NY 10573	313.99
142.29	3	9	63 WASHINGTON	BUXTON TRUST	202 Mamaroneck Ave Ste 500	White Plains, NY 10601	4.06
142.29	3	52	128 WASHINGTON	CONDORI,TOMAS	128 WASHINGTON ST	PORT CHESTER, NY 10573	1.05
142.29	3	58	244 WILLIAM	BELTRE,RAMON C	57 Leonard St	Port Chester, NY 10573	101.29
142.29	3	33	219 21 WILLIAM	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	1,422.61
142.29	3	28	59 OAK	OAK STREET DEVELOPMENT CORP.	C/O Rei Property Management Inc	Port Chester, NY 10573	164.76
142.29	2	48	48 WASHINGTON	ARPI,FLAVIO G	48 WASHINGTON ST	PORT CHESTER, NY 10573	48.31
142.29	1	15	21 CLINTON	ALDANA,JEFFREY	37 Summer St	Port Chester, NY 10573	162.33
142.29	2	10	80 PROSPECT	LATELLA FRANK	80 PROSPECT ST	PORT CHESTER, NY 10573	283.00
142.29	1	22	324 WILLIAM	IANNUCCI,SANDRA	324 William St	PORT CHESTER, NY 10573	0.44
142.29	2	35	71 SPRING	HUYHUA PEPE	71 SPRING ST	PORT CHESTER, NY 10573	115.04
142.29	3	4	45 WASHINGTON	PEREZ,MIRIAM	45 WASHINGTON ST	PORT CHESTER, NY 10573	410.55
142.29	3	40	112 14 OAK	ESTABRO GIALERAKIS &	211 S Ridge St Ste 1L	Rye Brook, NY 10573	782.06
142.29	2	17	74 SOUNDVIEW	BUETI,ANN	26 Bishop Dr N	Rye Brook, NY 10573	0.32
142.30	1	5	70 GROVE	CRISS,MARY & COLLEY W	70 GROVE ST	PORT CHESTER, NY 10573	437.42
142.30	1	18	29 OAK	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	178.51
142.30	2	53	2 MAIN	SINIS,PIERRE	P.O. Box 204	RYE, NY 10580	392.60
142.30	2	52	4 MAIN	SINIS,PANAYOTIS & PIE	PO BOX 204	RYE, NY 10580	219.22
142.30	1	61	45 SMITH	JENKINS,DELLA	45 SMITH ST	PORT CHESTER, NY 10573	0.72
142.30	1	60	43 SMITH	EASTER VERMONG	502 Ferndale Dr	Salisbury, NC 28147	106.47
142.30	1	14	30 GROVE	BUCAJ,ARMANDO	30 GROVE ST	PORT CHESTER, NY 10573	153.44
142.30	1	4	72 GROVE	CRISS,COLLEY WILLIAM	74 Grove St	Port Chester, NY 10573	243.55
142.30	1	46	53 GROVE	SMITHGROVE LLC	53 Grove St	Port Chester, NY 10573	350.16
142.30	1	11	44 GROVE	BRANCA,GENE	78 SOUTH REGENT ST	PORT CHESTER, NY 10573	1,423.86
142.30	1	67	73 SMITH	LIN,MEIFANG	73 SMITH ST	PORT CHESTER, NY 10573	2.00
142.30	1	25	55 OAK	55 OAK ST APARTMENT LLC	211 S Ridge St Ste 1L	Rye Brook, NY 10573	895.24
142.30	2	46	18 MAIN	FARRELL STEVEN	24 TUCKAHOE RD	YONKERS, NY 10710	102.92
142.30	2	48	14 DEC S MAIN	MON AMI TAKIS,INC	1615 Gulf Rd	TARPON SPRINGS, FL 34689	526.42
142.30	1	34	49 GROVE	CRISS,COLLEY W	70 GROVE ST	PORT CHESTER, NY 10573	488.78
142.30	1	19	31 33 OAK	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	1,074.10
142.30	2	51	6 MAIN	SINIS,PANAYOTIS & PIE	PO BOX 204	RYE, NY 10580	164.49
142.30	1	73	72 PEARL	RADHAKRISHNAN P K	72 PEARL ST	PORT CHESTER, NY 10573	0.72
142.30	1	46	50 SMITH	SMITHGROVE LLC	50 Smith St	Port Chester, NY 10573	251.44
142.30	2	9	61 PEARL	40 PEARL STREET LLC	61 Pearl St	PORT CHESTER, NY 10573	5.90
142.30	1	74	70 PEARL	WALKER,JOHNNY	70 PEARL ST	PORT CHESTER, NY 10573	105.07

142.30	2	50	8 MAIN	SINIS,PANAYOTIS & PIE	PO BOX 204	RYE, NY 10580	0.17
142.30	2	21	143 WESTCHESTER	DMMJ REALTY CORP	PATRICIA & JESUS BARAJAS	NEW ROCHELLE, NY 10801	2,573.63
142.30	1	22	43 OAK	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	273.21
142.30	1	23	49 OAK	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	1,449.24
142.30	2	47	16 MAIN	PIERRE & PANAYOTIS SINIS	PO Box 204	Rye, NY 10580	81.49
142.31	1	27	20 MAIN	ALVI HOLDING CORP.	ROCCO CAPUTO	RYE BROOK, NY 10573	0.02
142.31	1	35	44 MAIN	44-48 NORTH MAIN LLC	48 N Main St	Port Chester, NY 10573	289.92
142.37	1	71	150 PEARL	LOPEZ,JOSE LUIS	150 Pearl St	PORT CHESTER, NY 10573	43.16
142.37	1	69	9 19 OLIVIA	WYNN,ANTOINETTE	19 Olivia St Unit 9	PORT CHESTER, NY 10573	20.56
142.37	1	68	5 19 OLIVIA	FRISENDA,JESSICA A.	52 Hooker Ave	Poughkeepsie, NY 12601	120.64
142.37	1	37	146 OAK	BLASS,ANAMARIA	146 OAK ST	PORT CHESTER, NY 10573	0.14
142.37	1	24	275 OLIVIA	MANJARREZ,DENISE	275 OLIVIA ST	PORT CHESTER, NY 10573	49.97
142.37	1	39	138 OAK	CARRASCO IRMA	138 OAK ST	PORT CHESTER, NY 10573	7.15
142.37	1	68	6 19 OLIVIA	DELLICARPINI,RENA & PATRICK	80 Cooper Dr Apt 2B	New Rochelle, NY 10801	30.92
142.37	1	56	140 42 SMITH	Lucisano, Frank	140 42 SMITH ST	PORT CHESTER, NY 10573	419.51
142.37	1	14	153 A SMITH	REASON,JONATHAN M.	153 Smith St	PORT CHESTER, NY 10573	0.15
142.37	1	3	250 BOSTON POST	TD BANK - PORT CHESTER BRANCH	Td Bank Jericho Plz Ste 204	Jericho, NY 11753	15.47
142.37	1	55	144 SMITH	DE CALDRON,FRANCISCA QUIRO	144 SMITH ST	PORT CHESTER, NY 10573	355.02
142.37	1	38	142 OAK	BLASS,ANAMARIA	146 Oak St	Port Chester, NY 10573	0.79
142.37	1	59	130 SMITH	MATTHEW,LINOY	130 SMITH ST	PORT CHESTER, NY 10573	3.03
142.37	1	44	129 OAK	DORAZIO,PHILLIP	227 S REGENT ST	PORT CHESTER, NY 10573	1,220.50
142.37	1	53	152 SMITH	GUTIERREZ,BEATRIZ	152 SMITH ST	PORT CHESTER, NY 10573	1.00
142.38	1	15	82 PEARL	NELSON RANEY SR	82 PEARL ST	PORT CHESTER, NY 10573	1.19
142.38	2	43	16 GRACE CHURCH	16 GRACE CHURCH REALTY LLC	16 Grace Church St	PORT CHESTER, NY 10573	2.26
142.38	1	54	46 48 N MAIN	44-48 NORTH MAIN LLC	Chair Of Crave	Port Chester, NY 10573	735.17
142.38	2	56	139 MAIN	TOROSAN REALTY LLC	180 E Prospect Ave	Mamaroneck, NY 10543	61.48
142.38	2	31	29 BEECH	CARITAS OF PORT CHESTER	29 Beech St	Port Chester, NY 10573	288.48
142.38	1	9	120 22 PEARL	MEDINA,JUAN	19 ELIZABETH ST	PORT CHESTER, NY 10573	1.83
142.38	2	36	40 GRACE CHURCH	GRACE CHURCH REALTY CORP.	40 Grace Church St	PORT CHESTER, NY 10573	7.08
142.38	1	19	119 PEARL	ZICCA,JOHN & LORMA	432 WILLETT AVE	PORT CHESTER, NY 10573	2.93
142.39	1	25	68 TOWNSEND	GREAT AMERICAN DEVELOPMENT, IN	Joseph Cannavo	Port Chester, NY 10573	1,050.95
142.39	1	17	75 PURDY	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	1,062.82
142.39	1	16	71 TRAVERSE AVE 73	FORGIONE,JOE & JERRY	PO Box 1737	Port Chester, NY 10573	0.26
142.39	1	44	47 TOWNSEND	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	645.23
142.45	1	19	425 BOSTON POST	MAXSO REALTY INC	Getty Realty Crop	Conyers, GA 30013	179.81
142.46	2	26	36 SANDS	PASTO,RINA	36 Sands St	PORT CHESTER, NY 10573	4.04
142.46	2	51	41 ARMETT	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	748.50
142.46	2	49	43 ARMETT	CROWN ROYAL LLC	132 Sandbar Dr	Jupiter, FL 33477	183.15
142.46	2	22	42 SANDS	FORTES,LOUIS	9 LINCOLN AVE	RYE, NY 10573	548.72
142.46	2	30	20 SANDS	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	1,006.89
142.46	2	58	23 ARMETT	POL,LIDIA	23 Armett St	PORT CHESTER, NY 10573	166.66
142.46	1	33	1 RYAN	GAYTAN,IVAN A	1 RYAN AVE	PORT CHESTER, NY 10573	102.76
142.46	2	50	43 1/2 ARMETT	CROWN ROYAL LLC	9 Evon Ct	SCARSDALE, NY 10583	118.66

			111 Grace Church St				
142.46	1	42	111 GRACE CHURCH	CAMPOS,JANETH M		PORT CHESTER, NY 10573	132.14
142.46	1	34	27 FOX ISLAND	82-84 HAMILTON MANOR LLC	507 N. Main St	PORT CHESTER, NY 10573	3,265.53
142.46	1	19	25 CENTRAL	WHITETAIL REALTY GROUP LLC	9 Evon Ct	SCARSDALE, NY 10583	1,080.05
142.46	2	7.6	15 SANDS	BONILLA,RAFAEL A & CARM	CARMEN A BONILLA 15 UNT15 SANDS ST	PORT CHESTER, NY 10573	30.26
142.46	1	17	17 CENTRAL	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	540.85
142.46	1	41	109 GRACE CHURCH	ROBINSON,THOMAS	109 GRACE CHURCH ST	PORT CHESTER, NY 10573	20.27
142.47	1	36	45 FOX ISLAND	GAMBLE,ADAM	45 FOX ISLAND RD	PORT CHESTER, NY 10573	47.18
142.47	1	30	31 PURDY	BYRAM REALTY CO.A PARTNERSHIP	P.O. Box 310	YORKTOWN HEIGHTS, NY 10	53.76
142.47	1	26	15 BEECH	RUSSILLO, ANGELINA	15 Beech St	Port Chester, NY 10573	68.20
142.53	1	11	310 MIDLAND	ABELE,CHRISTOPHER	310 Midland Ave	PORT CHESTER, NY 10573	72.36
142.53	1	1	527 BOSTON POST	KOHL'S SHOPPING CENTER 0302574	527 BOSTON POST RD	PORT CHESTER, NY 10573	14.77
142.53	1	9	63 LEONARD	HING, DAVID	63 Leonard St	Port Chester, NY 10573	20.82
142.54	1	19	6 PITT	MIGLIORANZI,MARGO	6 PITT ST	PORT CHESTER, NY 10573	59.57
142.54	2	23	18 GREENWOOD	SUAREZ,CLARA	18 Greenwood Ave	PORT CHESTER, NY 10573	3.70
142.54	2	40	42 ALTO	MARCINKOWSKI,ANDRE	42 ALTO AVE	PORT CHESTER, NY 10573	7.25
142.54	1	9	57 LEONARD	BELTRE,RAMON	111 Grace Church St	Port Chester, NY 10573	437.00
142.54	2	42	28 ALTO	ARROYO,EDITH	28 ALTO AVE	PORT CHESTER, NY 10573	519.66
142.54	1	35	206 GRACE CHURCH	ALDANA,JEFFREY	37 Summer St	Port Chester, NY 10573	427.64
142.54	1	44	34 ARMETT	CAJAHUANCA,JAQUELINA	34 Armett St	Port Chester, NY 10573	288.68
142.54	1	12	41 43 ELDREDGE	HINCHEY JOSEPH	363 HARRISON AVE	HARRISON, NY 10528	642.23
142.54	1	18	117 MIDLAND	LOPEZ,LUIS	117 Midland Ave	PORT CHESTER, NY 10573	27.64
142.54	1	2	8 LEONARD	ONE MAPLE TREE LLC	8 LEONARD ST	PORT CHESTER, NY 10573	0.11
142.54	1	14	101 MIDLAND	MANGINI,RAYMOND	101 MIDLAND AVE	PORT CHESTER, NY 10573	34.00
142.54	1	27	56 LEONARD	JAWOSZEK,GEORGE & HELEN	56 LEONARD ST	PORT CHESTER, NY 10573	0.98
142.54	2	29	165 GRACE CHURCH	VEDOC,EVA	165 Grace Church St	Port Chester, NY 10573	90.82
142.54	2	15	31 GREENWOOD	MORALES,UMBERTO	31 GREENWOOD AVE	PORT CHESTER, NY 10573	0.52
142.54	1	15	103 07 MIDLAND	BELOS PROPERTIES LLC	103 Midland Ave	Port Chester, NY 10573	1,159.17
142.54	1	34	5 LEONARD	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	940.38
142.54	1	10	59 LEONARD	RODRIQUEZ,NIDIA	59 Leonard St	PORT CHESTER, NY 10573	359.87
142.54	2	26	143 GRACE CHURCH	MICHACA,ALEJANDRO	143 GRACE CHURCH ST	PORT CHESTER, NY 10573	0.68
142.55	1	16	32 FOX ISLAND	BLACK DIAMOND GROUP LLC	9 Tashua Pkwy	TRUMBULL, CT 06611	670.04
142.55	1	29	16 HILLTOP	LUISO, ROBERT	16 Hilltop Dr	Port Chester, NY 10573	77.94
142.55	1	20	48 ALTO	ARGUETA,ORLANDO	48 ALTO AVE	PORT CHESTER, NY 10573	0.38
142.55	1	8	62 FOX ISLAND	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	635.32
142.55	1	11	46 FOX ISLAND	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	943.93
142.55	1	31 17	17 NELLA	NEYRA,IVAN	17 NELLA LANE	PORT CHESTER, NY 10573	0.60
142.55	1	31 21	21 NELLA	NIEVES,GLORIA	21 NELLA LANE	PORT CHESTER, NY 10573	63.66
142.55	1	22	53 FOX ISLAND	KARROUT,SAID	53 FOX ISLAND RD	PORT CHESTER, NY 10573	0.38
142.55	1	10	50 FOX ISLAND	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	569.04
142.55	1	9	54 FOX ISLAND	CAPITAL PARTNERS REALTY LLC	391 Irving Ave	PORT CHESTER, NY 10573	235.40
142.61	1	20	325 MIDLAND	RODRIGUEZ MARIO & IRMA	325 MIDLAND AVE	PORT CHESTER, NY 10573	0.51
142.61	1	30	10 EDGAR	PROROKOVIC ZIVKO	10 EDGAR PL	PORT CHESTER, NY 10573	128.80
142.61	1	7	301 MIDLAND	BLUE MOUNTAIN PARTNERS LLC	9 Evon Ct	SCARSDALE, NY 10583	606.40

142.61	1	31	46 D COTTAGE	ANECHIARICO,ROBERT	46 APT D COTTAGE ST	PORT CHESTER, NY 10573	37.48
142.61	1	19	323 MIDLAND	RODRIGUEZ IRMA C	323 MIDLAND AVE	PORT CHESTER, NY 10573	128.54
142.61	1	10	10 FAWCETT	TRIPICCHIO,MICHAEL	10 FAWCETT ST	PORT CHESTER, NY 10573	16.64
142.62	1	59	40 A COTTAGE	PEREZ,CARLOS M	36 Cottage St	Port Chester, NY 10573	273.57
142.62	2	18	17 HARBOR	STEINTHAL,THOMAS	17 Harbor Dr	Port Chester, NY 10573	419.19
142.62	1	45	13 ELDREDGE	GREATER WESTCHESTER PROPERTY	9 Tashua Pkwy	TRUMBULL, CT 06611	460.30
142.62	1	41	25 27 ELDRIDGE	LUZZI,DAVID	4 Clove Ct	East Fishkill, NY 12533	132.72
142.62	1	2	22 A COTTAGE	MARTINEZ,JESUS	323 WILLETT AVE	PORT CHESTER, NY 10573	0.19
142.62	1	38	37 39 ELDREDGE	LOPEZ AURA	37 39 ELDREDGE ST	PORT CHESTER, NY 10573	223.84
142.62	1	42	21 23 ELDRIDGE	LUZZI DAVID	21 Eldridge St 23	Port Chester, NY 10573	105.84
142.62	1	13	17 EDGAR	BLACKBURN,RICHARD	13565 Tetherline Trl	ORLANDO, FL 32837	0.66
142.62	1	11	15 EDGAR	MARTELLO,MICHAEL JR	43 Fawcett St	PORT CHESTER, NY 10573	1,032.08
142.62	1	58	36 COTTAGE	SANDARCIERO,JOSEPH JR	7 Mill Brook Dr	Norwalk, CT 06851	99.37
142.62	1	10	43 FAWCETT	MARTELLO,MICHAEL C	43 FAWCETT ST	PORT CHESTER, NY 10573	396.32
142.62	2	8	4 GREYROCK	RUSSO,JOHN A	4 GREYROCK RD	PORT CHESTER, NY 10573	0.21
142.62	1	43	19 ELDRIDGE	CARRASCO,PEPITA	53 Lake Pl N	DANBURY, CT 06810	0.48
142.62	1	3	22 B COTTAGE	MARTINEZ,JESUS	323 Willett Ave	Port Chester, NY 10573	0.25
142.62	1	52	254 GRACE CHURCH	RAMIREZ,JOSE	254 GRACE CHURCH ST	PORT CHESTER, NY 10573	335.49
142.63	1	1	100 SHORE	DELVES,GREG	100 Shore Dr	Port Chester, NY 10573	45.71
142.70	1	7	2 RYE ROAD	Manire Lynch, Carol	16 Cornell Place	Rye, NY 10580	222.24
							113357.57

THE TRUSTEES OF THE VILLAGE OF PORT CHESTER, THE COUNTY OF
WESTCHESTER, AND STATE OF NEW YORK

TO: The Receiver of Taxes and Assessments of the Town of Rye and the
Village of Port Chester:

You are hereby commanded to levy, collect and receive from the several persons and corporations whose names are set down in the Assessment Roll and Tax List of the Village of Port Chester for the fiscal year 2016-17 to which Assessment Roll and Tax List this warrant is attached and which roll and list are herewith delivered to you, and from the owners and tenants or the occupants of the property of such non-residents set down in said Assessment Roll and Tax List, and from the goods and chattels liable to execution and sale for taxes or said several persons, corporations, tenants or occupants the amount of the assessment stated in said roll and list opposite the names of such as the amount to be paid by such persons, corporations, tenants, or occupants of property as described respectively, as follows:

For the Operating Budget		\$35,707,806.
For Debt Service (Payment of Interest and Principal on Bonds maturing during the fiscal year 2016-2017)		\$3,998,410.
TOTAL APPROPRIATION		\$39,706,216.
Less Estimated Receipts (Excluding Sidewalk Re-L Levy)		\$15,576,639.
Less Appropriated Fund Balance Reserves		\$-0-
Less Appropriated Workers Comp Reserves		. \$50,000.
Less Appropriated Debt Service Reserves		\$50,000.
General Tax Levy	\$24,003,587.	
Re-levy Special Sidewalk Betterment Phase 1 & 2 Assessment (See attachments)	<u>\$25,990.</u>	
Special Assessment Sewer Liens	\$113,357.57	
Total Tax Levy		\$24,003,587.

You are authorized to collect said tax in two equal installments one of which shall be payable on the first day of June, 2016, and one of which shall be payable on the first day of December, 2016. You are also authorized to collect said tax from any taxpayer or taxpayers desiring to pay same. Interest shall attach to and be collected with said taxes as follows:

(a) As to one-half of said taxes payable on the first day of June, 2016, 2% on any unpaid balance after June 30 for the month of July, 2016, or any part thereof that the taxes remain unpaid.

(b) As to one-half of said taxes payable on the first day of December, 2016, 2% on any unpaid balance after December 31 for the month of January, 2017, or any part thereof that the taxes remain unpaid and thereafter 1% for each and every month or part thereof that the taxes remain unpaid.

On the first day of March, 2017, you shall forthwith make your return of the proceedings under and by virtue of the warrant to said Trustees of the Village of Port Chester (and you will file this warrant and list with the Clerk of the Village aforesaid, together with a statement and list of the assessments remaining unpaid and uncollected, and the reason why the same were not collected), which statement shall be verified by you under oath to the effect that the same is in all respects true. By virtue of this warrant, you are authorized and empowered and directed to continue your efforts to collect with interest, in accordance herewith, and all taxes remaining unpaid as of the first of March, 2017, until such time as you shall be advised by the Board of Trustees that the Village shall direct the sale of such unpaid taxes through tax lien foreclosure or other proceedings, under the Tax Law of the State of New York. You are authorized to issue your warrant to any constable of the town of Rye, authorizing him to collect assessments, interest and percentage from the property liable to execution and sale for taxes and assessments for said several persons or corporations mentioned in said assessment roll and tax list in the cases and in the

manner authorized and provided by an act entitled, “An Act For The Election Of A Receiver of Taxes And Assessments For The Town of Rye and The Village of Port Chester”, being Chapter 80 of the Laws of 1871 as amended. You will proceed according to the provisions of Chapter 818 of the Laws of 1868 as amended, and as required by the provisions of the revised statutes referred to in the Village Charter and of Chapter 80 of the Laws of 1871 so far as the same are not altered or modified by subsequent legislation. You are also commanded before you make return of your proceedings to levy and collect in addition to such assessments, interest thereon as heretofore provided, commencing as to the first installment on the 1st day of July, 2016 and as to the second installment or half of such tax on the 1st day of January, 2017 and to deposit the amount of such assessments and interest thereon collected by you from day to day in a bank or banks designated, as provided by law, to the account of the Village of Port Chester and you are authorized and empowered to levy, collect and receive in like manner, as herein provided, in regard to the assessment aforesaid, all arrears of assessments mentioned and contained in said roll and tax list, together with interest thereon and to deposit the same so collected for the use of the said Village from day to day in a bank or banks as designated in the manner provided by law, to the account of the Treasurer of the Village of Port Chester.

IN WITNESS WHEREOF, WE, the Mayor and Trustees of the Village of Port Chester have hereunto set our hands and have caused to be affixed hereto the Corporation Seal of the Village of Port Chester on the _____ day of May, 2016, at the Village of Port Chester, New York.

DENNIS PILLA, MAYOR

DAVID THOMAS, CLERK

(Seal)

The foregoing assessment roll, tax list and warrant were received by me this _____ day of May, 2016

NICHOLAS MECCA, RECEIVER OF TAXES

RESOLUTION
ADOPTION OF BUDGET FOR FY 2016-17

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following resolution was adopted as amended by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, the Board of Trustees of the Village of Port Chester held a public hearing on the proposed Budget for the Village of Port Chester on April 4, and April 18, 2016, for the fiscal year beginning June 1, 2016 and ending May 31, 2017, pursuant to the published notice of such public hearing and has heard all persons who desired to present comments with respect to such Budget; and

WHEREAS, at meetings of the Board of Trustees held on April 4, 2016, April 11, 2016, April 12, 2016, April 14, 2016, April 18, 2016 and May 2, 28, 2016, the Village Manager's tentative budget was read and considered; and

WHEREAS, at a meeting of the Board of Trustees held on May 2, 2016, the Village Manager's tentative budget was amended as reflected in the annexed schedule for a total increase in estimated revenues in the amount of \$718,747, and a total increase in appropriations in the amount of \$718,747. Now, therefore, be it

RESOLVED, that the following Budget is hereby adopted as the Budget for said Village of Port Chester, New York, for the Fiscal Year beginning June 1, 2016 and ending May 31, 2017, and that the several sums in said Budget, as amended, shall be and become appropriated for the several departments, offices and purposes as specified in said Budget:

Budget for the Village of Port Chester, New York for the
Fiscal Year Beginning June 1, 2016 and Ending May 31, 2017

GENERAL FUND EXPENDITURES	\$39,706,216
GENERAL FUND OTHER REVENUES	\$15,576,639
APPROPRIATED FUND BALANCE – UNASSIGNED	\$
APPROPRIATED WORKERS COMP. RESERVE	\$50,000
APPROPRIATED DEBT SERVICE RESERVES	\$50,000
AMOUNT TO BE RAISED BY PROPERTY TAXES	\$24,003,587
DEBT SERVICE FUND APPROPRIATION	\$230,000
SPECIAL ASSESSMENT SIDEWALK BETTERMENT PROGRAM PHASE 1 & 2	\$25,990

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney



VILLAGE OF
PORT CHESTER
222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Planning and Development Department
Department: Office of the Village Attorney

BOT Meeting Date: 5/2/2016

Item Type: Resolution

Sponsor's Name:	Anthony Cerreto, Village Attorney
Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
	Yes	No	Transit Oriented Development		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

Agenda Heading Title
(Will appear as indicated below on Agenda)

Capitol Theatre Zoning Amendment: SEQRA Determination of Significance and Zoning Text Amendments

Summary

On January 4, 2016, the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the "Applicant") filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3), with supporting documents requesting that the Board place the matter on the Board's agenda for review and consideration (the "Petition"). The Petition seeks to remove the off-street parking requirements for cabarets, theaters and catering and events establishments in the C5 Train Station Mixed-Use District contending that this would enhance the viability and growth of businesses located

in the downtown business district. The Applicant has since made a presentation to the Board more fully describing the Petition.

At the February 16, 2016 Board meeting, the Board accepted the Petition for consideration and review, referred the matter to the Planning Commission for their review and comments, and declared their intent to be Lead Agency under the New York State Environmental Quality Review Act ("SEQRA").

In a February 29, 2016 letter, Westchester County stated that they reviewed the zoning petition under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code and found the proposed zoning amendment to be a matter for local determination. No other involved agencies responded with an objection to the Board being the Lead Agency.

At the March 21, 2016 Board meeting, the Board declared itself Lead Agency, scheduled a public hearing for April 18, 2016, and directed staff to hold a parking workshop on the day of an event to observe parking conditions in the downtown. In response, and after a competitive procurement process, staff retained the RBA Group, a nationally recognized expert in parking management.

At its March 28, 2016 meeting, the Planning Commission discussed the Petition and stated that they would reserve comment until the results of the workshop were available. At its April 25, 2016 meeting, the Planning Commission discussed the Petition and RBA Group memorandum and provided comments, as encapsulated in April 26, 2016 correspondence.

On March 30, 2016, a workshop was held to discuss parking conditions in the downtown area and specific to the Capitol Theatre. The workshop included a walking tour. The RBA Group led the workshop and remained in the downtown area to observe the conditions before, during, and after a show at the Capitol Theatre. The RBA Group returned to observe the conditions on Friday, April 8, 2016, to capture a weekend performance. The RBA Group's observations are included in an April 14, 2016 memorandum.

At the April 18, 2016 Board of Trustees meeting, the Board held a public hearing on the question of enactment of Local Law No. I- of 2016, being a Local Law amending the official zoning map and the text of Chapter 345, Article XVI of the Village Code (Zoning). The public hearing included a presentation from the RBA Group, input from the public, and questions from the Board. Some of the discussion involved the potential to expand the zoning amendment beyond the C5 District to include the C5T and C2 Districts as well. At the April 18, 2016 meeting, the public hearing was closed and the Board directed staff to prepare the necessary documentation regarding the SEQRA Determination of Significance and the adoption of the Applicant's specific zoning petition, as opposed to including other districts as well.

In the interim, the Applicant has proposed to implement the recommendations of the April 14, 2016 memorandum from the RBA Group. Namely:

1. Encourage employees to park in locations further removed from the Capitol Theatre
2. Provide or fund "wayfinding"/directional signage that conforms to Village signage standards to be placed in strategic locations in the Village
3. Edit the Capitol Theatre's website parking page to include flow arrows to/from parking lots for vehicles and pedestrians
4. Consider limiting the need for the leased parking areas on an event-by-event basis

Given all of the above, there are two separate matters that need to be resolved:

1. **SEQRA Determination of Significance** – The Board is the Lead Agency under SEQRA. Staff has reviewed the provided material and has prepared a Short Environmental Assessment Form (“EAF”) Part 3, which includes a suggested determination of significance – i.e., a Negative Declaration. This would complete the SEQRA process.
2. **Zoning** – Once the SEQRA process is completed, the Board has the ability to make a determination on the actual zoning text and map amendment, as formulated in Local Law No. I-__ of 2016.

Therefore, if the Board is favorable to the Petition, the attached resolutions undertake the following actions:

1. Adopts the SEQRA Determination of Significance
2. Adopts the Local Law

Attachments
<ul style="list-style-type: none"> • Petition • Short Environmental Assessment Form (EAF) Part 1 • Department of Planning & Economic Development memorandum, including EAF Part 2 • Westchester County Letter • RBA Group Memorandum • Planning Commission Correspondence • EAF Part 3 (Negative Declaration) • Proposed Local Law

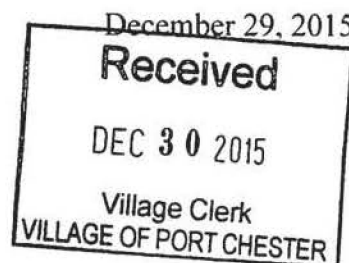
THE LAW OFFICE OF

Anthony R. Tirone, Esq., P.C.

202 MAMARONECK AVENUE, SUITE 500
WHITE PLAINS, NEW YORK 10601
TEL: 914-686-7007 • FAX: 914-686-7019
ARTY@ARTironeLaw.com

Via Hand Delivery

Board of Trustees
The Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573
Attn: David Thomas, Village Clerk



Re: The Capitol Theatre, LLC/Capitol Enterprises Inc. D/B/A The Capitol Theatre and Garcia's – Zoning Amendment Petition
Property Site: 149-151 Westchester Avenue, Port Chester New York
Section 142.30, Block 2, Lot 20 & Section 142.30, Block 2, Lot 19

Dear Mr. Thomas:

We represent The Capitol Theatre, LLC/Capitol Enterprises, Inc. (“Petitioners”) in connection to the within Petition for a Zoning Code Text Amendment to delete the off-street parking requirements for the **C5 Train Station Mixed Use District** in Section **345-14 (A.)(3)**.

Please place the matter on the agenda for the Board of Trustees Meeting to be held on **January 4, 2016**.

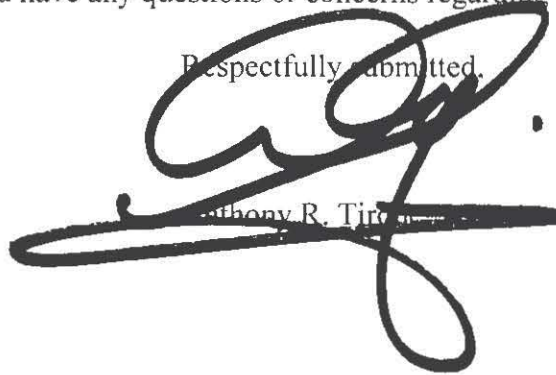
Accordingly, please find enclosed for submission to the Village Board of Trustees, pursuant to **§345-34** of the Village Code, the following:

1. An original plus twelve copies of Applicant’s Petition; and
2. The application fee in the amount of **One Thousand Dollars and Zero Cents** (\$1,000.00), as set forth in Chapter 175 of the Village Code;

The applicant’s principal Mr. Peter Shapiro and General Manager Mr. Tom Bailey appreciate the Village Board’s time and assistance with respect to this Petition. We believe that the requested zoning text amendment is overall in the best interest of the Village of Port Chester.

Please contact me if you have any questions or concerns regarding the above application.

Respectfully submitted,



Anthony R. Tironi

Enclosures

cc: Mr. Peter Shapiro
Mr. Tom Bailey-GM Capitol Theatre

The Hon. Dennis G. Pilla, Mayor
The Hon. Gregory K. Adams, Trustee
The Hon. Daniel Brakewood, Trustee
The Hon. Gene Ceccarelli, Trustee
The Hon. Joseph D. Kenner, Trustee
The Hon. Luis A. Marino, Trustee
The Hon. Saverio L. Terenzi, Trustee

Ms. Jessica Youngblood, Village Planner
Mr. Anthony M. Cerreto, Esq., Village Attorney

VILLAGE OF PORT CHESTER
Board of Trustees

The Capitol Theatre, LLC/Capitol Enterprises, Inc.

Petition for Zoning Code Amendment
Pursuant to VPC Zoning Code §345-34

In Re: C5 Train Station Mixed-Use District
Zoning Code §§345-14 (A.)(3) and (C.)(2)

January 4, 2016

Law Office of Anthony R. Tirone, Esq., P.C.
202 Mamaroneck Avenue, Suite #500
White Plains, New York 10601
914-686-7007

INDEX

Petition for Zoning Code Amendment Pursuant to VPC Zoning Code §345-34

The Capitol Theatre, LLC/Capitol Enterprises, Inc.

January 4, 2016

1. Notice of Hearing on Petition for Zoning Code Text Amendment in the Village of Port Chester
2. Petition
3. **Exhibit A:** Official Zoning Map of the Village of Port Chester, Tax Parcel Maps, and Comprehensive Plan - Figure 13-6 Downtown/Train Station Subarea

4. **Exhibit B:** Correspondence of Anthony R. Tirone to The Village of Port Chester dated May 15, 2014
5. **Exhibit C:** The Capitol Theatre Supplemental Submission Rider dated June 30, 2014
6. **Exhibit D:** Route 1/North Main Street Corridor Study, Page 50, Table 7, Parking Utilization
7. **Exhibit E:** Village of Port Chester Comprehensive Plan, December 17, 2012, Excerpts
8. Short Environmental Assessment Form

Village Board of Trustees: Village of Port Chester
County of Westchester, State of New York

In the Matter of the Petition of

THE CAPITOL THEATRE, LLC/CAPITOL ENTERPRISES, INC.,
d/b/a THE CAPITOL THEATRE and GARCIA'S
AT THE CAPITOL THEATRE,

**NOTICE OF HEARING
PETITION FOR
ZONING CODE TEXT
AMENDMENT TO
§ 345-14 (A.) (3)**

For amendments to § 345-14 of the Village of Port Chester
Zoning Code.

NOTICE IS HEREBY GIVEN, pursuant to **§345-34** of the Village of Port Chester Zoning Code, of a Petition by The Capitol Theatre, LLC/Capitol Enterprises, Inc., located at 149-151 Westchester Avenue, Port Chester, New York 10573, for a Zoning Code Text Amendment to Village of Port Chester Code **§345-14(A.) (3)**, pertaining to off-street parking requirements in the **C5 Train Station Mixed-Use District**. The subject property is located solely in the Village of Port Chester, and is more particularly described as follows: Tax Map **Section 142.30, Block 2, Lot 20 and Section 142.30, Block 2, Lot 19**.

On **February** , **2016**, at 7:00 p.m., in the Village Justice Courtroom located at 350 North Main Street, 2nd Floor, Port Chester, New York, 10573, a Hearing will be held by the Board of Trustees of the Village of Port Chester, State of New York upon said Petition.

The Petitioner's main objective is to change restrictions with respect to parking requirements that were initially adopted to address circumstances that no longer exist; which are no longer reasonable or rational; and which therefore cause unnecessary hardship to the property owners in the **C5 Train Station Mixed-Use District** without providing a substantial countervailing benefit to the Village of Port Chester or the downtown business district.

Wherefore, Petitioners request that the Board of Trustees amend the zoning code to enhance the viability and mutually supported growth of businesses located in the unique, high

intensity use **C5 Train Station Mixed-Use District**, downtown business district, as well as adopting and supporting the objectives of the **2012** Village of Port Chester Comprehensive Plan.

The Members of the aforesaid governing Board of Trustees for the Village of Port Chester will meet at the time and place above specified and will receive information as well as hear any objections which may be presented against such Petition for a Zoning Code Text Amendment, including but not limited to, any of the following:

- a) That a person signing the Petition is not qualified to request the relief; or
- b) That the Petition does not comply in form or content with the provisions of **Section 345-14** of the Village of Port Chester Code; or
- c) That the proposed change and/or amendment is not in the overall public interest.

BY ORDER OF THE TOWN BOARD
OF TRUSTEES OF THE VILLAGE OF PORT CHESTER
VILLAGE CLERK

DATED: February , 2016

**Village Board of Trustees: Village of Port Chester
County of Westchester, State of New York**

In the Matter of the Petition of

THE CAPITOL THEATRE, LLC/CAPITOL ENTERPRISES,
INC., d/b/a THE CAPITOL THEATRE and GARCIA'S
AT THE CAPITOL THEATRE,

**PETITION FOR ZONING
CODE TEXT
AMENDMENT TO
§ 345-14 (A.)(3)**

For amendments to § 345-14 of the Village of Port Chester
Zoning Code.

TO THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER:

THE CAPITOL THEATRE, LLC/CAPITOL ENTERPRISES, INC. hereby petitions the
Board of Trustees of the Village of Port Chester, as follows:

THE PETITIONER

1. The Capitol Theatre, LLC and Capitol Enterprises, Inc. (hereinafter "The Capitol Theatre") are a domestic limited liability corporation and a domestic business corporation, respectively, organized and existing under the laws of the State of New York, having an address at 149-151 Westchester Avenue, Port Chester, New York 10573. The Petitioner is the owner/operator of the real property and live concert venue at said location.

2. The Capitol Theatre, LLC, acquired the "Property" (described and defined below) in the **C5 Train Station Mixed-Use District** by deed dated **December 28, 2012**, which deed was recorded in the Office of the Westchester County Clerk on **January 8, 2013** as **Control No. 52362340**.

3. Capitol Enterprises, Inc. is the operator of 149-151 Westchester Avenue, Port Chester, New York 10573, where it operates The Capitol Theatre and Garcia's.

THE PROPERTY AND CURRENT ZONING

4. The real property which is the subject of this Petition is more specifically known and designated on the Tax Map of the Town of Rye, New York as Section 142.30, Block 2, Lots 19 and 20.

5. The Capitol Theatre is located in the **C5 Train Station Mixed-Use District**, formerly part of the **C2 Central Business District**, where it operates a **2,205**-capacity theatre with a maximum of **1,545** seats and associated lobby bar in conformance with the permitted uses in the zone. It is the premier venue of the four (4) similar venues in Westchester County.

6. Annexed hereto as **Exhibit A** are the:

1) Official Zoning Map of the Village of Port Chester, New York;

2) Tax Parcel Maps for the Capitol Theatre which shows it's location within the **high intensity use C5 Train Station Mixed-Use District**;

3) **Figure 13-6, page 137** from the **December 17, 2012** Comprehensive Plan for the Village of Port Chester – a map and description of the Downtown/Train Station Subarea as one of three “**Higher Intensity Planning Zones.**” The Comprehensive Plan describes the area as “*...the focal point of Port Chester's downtown retail district, and is generally bounded by N. Pearl Street, King Street and Westchester Avenue, and anchored by the Port Chester Metro-North train station on Broad Street.*”

7. The unique **C5 Train Station Mixed-Use District** is an island comprised of approximately 20 commercial properties that is surrounded on two sides by **C2 Main Street**

Business District and two sides by **C5T Downtown Mixed-Use Transitional** properties. The Metropolitan Transit Authority (MTA) owns nearly half of the area in the **C5 Train Station Mixed-Use District** for the train station and parking lot, which are located across the street from the theatre. Restaurants and other small, service-oriented businesses comprise the rest of the district with small lots that are 100% built out with industrial and warehouse space.

EXISTING CONDITIONS

8. The Capitol Theatre is landlocked with no available space to create off-street parking as required under **Sections 345-14 (A.) (3) and (C.)(2)** of the Village Code, which state in relevant part that businesses in the **C5 Train Station Mixed-Use District** shall provide off-street parking spaces in the ratio of “*1 per 4 permanent seats*” for theatres and “*1 per 3 permanent seats, or 1 per 40 square feet of seating area where fixed seating is not provided*” for cabarets.

9. The historic Capitol Theatre re-opened in **September 2012**. Built in **1926**, it was not previously subject to off-street parking requirements as no such laws were in existence.

10. On **March 25, 2013**, the Village of Port Chester Planning Commission granted Final Site Plan Approval (FSPA) for The Capitol Theatre and lobby bar improvements including a condition that The Capitol Theatre annually certify the availability of **412** off-street parking spaces pursuant to statutory requirements (*that were enacted in the years The Capitol Theatre was dormant*). Since the Village lacks large public parking garages or lots in the downtown area, The Capitol Theatre, at considerable effort and expense, contracted with various entities to join together the required number of off-street parking spaces in its vicinity.

11. However, through its own surveys, exit polls, and observations during the first three years of successful operation in **2012-2015**, The Capitol Theatre as well as Village staff determined that a large majority of the spaces it contracted and paid for are not used by patrons. Approximately one-third of patrons rely upon Metro North Railroad commuter rail transportation, particularly when a performance draws audiences from New York City. The majority of the patrons who arrive by car prefer to find spaces in downtown parking lots or on-street meter parking spaces near restaurants and other establishments they frequent prior to performances at The Capitol Theatre.

12. In fact, The Capitol Theatre has drawn so many visitors to Port Chester in the past three years that five new restaurant businesses have opened as pre-show dining demand increased exponentially. The Capitol Theatre has drawn an average of **120,000** visitors per year in its first three years of operation for an approximate total of **575** shows: **375** at The Capitol Theatre and **200** at Garcia's. Therefore, The Capitol Theatre has been responsible for bringing approximately **360,000** new visitors to the Village of Port Chester with disposable income to spend on entertainment, retail and restaurants.

13. While the statutory provisions for parking undoubtedly were put in place to protect and enhance economic development by ensuring adequate parking for downtown businesses, the fact is that the downtown business environment is enhanced by The Capitol Theatre. The reverse effect has taken place whereby The Capitol Theatre draws customers to local businesses rather than detracting from local businesses due to parking demand. Therefore, the statutes have become obsolete and counter productive in that they no longer serve their underlying purposes, but rather serve to burden one of the primary drivers of economic growth.

14. Under the circumstances, in **June 2014**, The Capitol Theatre applied for a Zoning Variance seeking to remove the off-street parking requirement as the parking spaces were greatly under utilized and The Capitol Theatre was required to maintain these spaces at all times regardless of whether or not a performance was held or the venue was at full capacity. The statutory off-street parking requirement has proven **irrational** and **burdensome**. It does not accomplish a rational means to an end. In reality, it only serves to reduce the viability and profitability of the Downtown Business District as well as The Capitol Theatre by imposing an unnecessary financial hardship on a historical theatre that has proven to be an engine of economic development and growth in Port Chester and the surrounding communities. The off-street parking requirement operates as a tax with no beneficial results to the community, the Village, or The Capitol Theatre. Furthermore, there is no rational or planning correlation between zoning imposed location-based parking and the viability or profitability of similarly situated businesses.

15. Annexed hereto as **Exhibit B** is a copy of my letter dated **May 15, 2014** to the then Village of Port Chester Director of Planning and Development wherein I explained in detail why the statutory off-street parking requirement as applied in the **C5 Train Station Mixed-Use District** had a particularly detrimental effect on The Capitol Theatre and failed to have a rational basis:

“The Village’s own *Route 1/North Main Street Corridor Parking Study of May 2012 (Table 7 page 50)* **Source: Fitzgerald & Halliday, Inc. and The Village of Port Chester, May 2012** identified approximately **3000 (Three Thousand)** public and mixed access parking spaces within a ½ mile radius of The Capitol Theatre. The parking pattern albeit unscientific and based on empirical evidence show that the patrons and guests of The Capitol Theatre prefer to park (*where they want*) closer to the main street business district wherein they patronize the bars and restaurants that comprise your business

district before or after a show. In addition, the hundreds of on street meter spaces that generate revenue for The Village quickly fill up before a show.

In light of the above, The Capitol is statutorily required to provide parking, for visitors to the Village, that *they choose not* to use based upon their own consumer driven demands. Moreover your own Main Street business district community of restaurants, stores, shops and bars love to have the pre and post show patrons of The Capitol Theatre as their customers.

The legislative intent and code provisions as set forth in *Sec. 345-14 A. (1)-(4)* are rationally based in certain circumstances to maintain the integrity of the **C-2 and C-5** zoning district. However, the Capitol Theatre is uniquely situated in both location and use that the statutory scheme does *not* accomplish the intended purpose *nor* achieve the intended result. The *means- end test* as applied to these set of facts and circumstances fails.”

16. Annexed hereto as **Exhibit C** is the Supplemental Submission Rider to the Application to the Zoning Board of Appeals dated **June 30, 2014**, part of which emphasized the role the The Capitol Theatre has played in Port Chester’s recent resurgence as a cultural, shopping, and entertainment destination:

“In the past two years of thriving operations, The Capitol Theatre has established a record of continuous growth and success demonstrating that The Capitol Theatre has become a significant part of the economic engine for the Village of Port Chester. The cultural, business, investment and economic draw that it has produced under the current ownership since September 2012 has been in many ways an “economic boom” for the community and the Village of Port Chester. Since the rebirth of The Capitol Theatre two years ago, the Village has seen an increase in investments and rapid economic growth in the central business district where no empty store fronts exist. As a result of the Capitol Theatre’s growing prominence and recognition all over the United States as a premier live music venue, the Village has welcomed visitors from 48 states and 3 Canadian provinces. The success of the Capitol Theatre has in part been the result of a collaborative spirit and common partnership with the existing business community and great support from the Village of Port Chester.”

17. On **December 8, 2014**, the Zoning Board of Appeals directed the Village Attorney to draft a favorable findings-of-fact to grant a variance of 187 parking spaces of the required 412 (applicant to provide 225 parking spaces). Petitioner currently is required to annually certify 225 spaces.

18. Petitioner, however, maintains that the statutory off-street parking requirement as applied to the **C5 Train Station Mixed-Use District** burdens properties in the zone, lacks reasonably calculated objectives and causes a reverse effect by dampening the synergistic effects of complimentary businesses that operate at different times or have compatible business interests.

REQUESTED TEXT AMENDMENT

19. Currently, the **C2 Main Street Business District**, the **C5 Train Station Mixed-Use District**, and the **C5T Downtown Mixed-Use Transitional District** are exempt from the off-street parking requirements described in the Village of Port Chester Code **Section 345-14(C.)(2)** – except for the following uses: cabarets, catering and event establishments and theaters, all of which are required to adhere to off-street parking requirements. [emphasis added]

20. Petitioner is proposing that the exception, which requires adherence to off-street parking requirements for cabarets, catering and event establishments, and theatres in the **C5 Train Station Mixed-Use District** be deleted.

21. Specifically, Petitioner requests that the **Section 345-14 (A.) (3)** of the Village of Port Chester Zoning Code be amended to remove the off-street parking requirement for the **C5 Train Station Mixed-Use District**, as follows:

Existing Code:

Requirements for off-street parking facilities shall be applicable in all districts except the Central Business District, which district shall be defined as all lands located in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, and the C5T Downtown Mixed-Use Transitional District (except that cabarets, catering and events establishments and theaters located in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, and the C5T Downtown Mixed-Use Transitional District shall provide off-street parking according to the requirements applicable to those uses.) [Amended 6-1-2009 by L.L. 8-2009; 3-18-2013 by L.L. 4-2013.

Proposed Code:

Requirements for off-street parking facilities shall be applicable in all districts except the Central Business District, which district shall be defined as all lands located in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, and the C5T Downtown Mixed-Use Transitional District (except that cabarets, catering and events establishments and theaters located in the C2 Main Street Business District ~~[deleted text]~~ and the C5T Downtown Mixed-Use Transitional District shall provide off-street parking according to the requirements applicable to those uses.) [Amended 6-1-2009 by L.L. 8-2009; 3-18-2013 by L.L. 4-2013. Amended _ -2016 by L.L. _-2016.

JUSTIFICATION FOR TEXT AMENDMENT

22. The **C5 Train Station Mixed-Use District** is a very small district that is 100% built out with small lots and industrial spaces. There are no property lots large enough in the **C5 Train Station Mixed-Use District** to build another theatre or event space the size of The Capitol Theatre with respect to capacity. Therefore, the requested text amendment would not have a potential prejudicial future adverse affect on parking demand in the **C5 Train Station Mixed-**

Use District or surrounding districts. There would be no harmful impact on the Village, neighbors and other zoning districts.

23. Since The Capitol Theatre re-opened as a theatre in **September 2012**, experience and studies show that there is sufficient off-street parking available in the vicinity, at the meters, and downtown to accommodate the full-capacity performances with no detriment to surrounding property uses.

24. The Village Code should be amended as it is outdated in its purpose and effect as it pertains to the **C5 Train Station Mixed-Use District**. The off-street parking requirements in Sections **345-14 (A.)(3)** and **(C.)(2)** were added in **2009** while the Capitol's use as a theatre was dormant and under circumstances that no longer exist.

25. The resounding success of The Capitol Theatre in the past three years has inarguably played an important role in the resurgence of Port Chester's economy. The Capitol Theatre's patrons generate welcome business, especially for restaurants and retail in the area, rather than discourage business by creating unmanageable parking demands in the **C5 Train Station Mixed-Use District** or surrounding business zones.

26. Statutory off-street parking requirements did not exist in **1926** when The Capitol Theatre was built in **1926**. The Local Law was amended **6-1-2009** by **L.L. No. 8-2009** to add off-street parking requirements and **3-18-2013** by **L.L. 4-2013** with newly created zones. In other words, the amendments to the Local Law resulted in the unintended effects of burdening businesses in the **C5 Train Station Mixed Use District** rather than supporting complimentary, mutually beneficial business models.

27. When The Capitol Theatre's Final Site Plan was approved in 2014 for a 2,205-person capacity, it was subject to the statutory off-street parking requirements that had been legislated for purposes not related to the current economic environment or anticipated business uses.

28. Petitioner seeks to amend the aforementioned code as it is the only business in the **C5 Train Station Mixed-Use District** that is subject to the unnecessary and onerous requirements which serve no rationally related beneficial purpose to the **C5 Train Station Mixed-Use District** or other business districts in the immediate vicinity of The Capitol Theatre.

29. The Village of Port Chester's commissioned *Route 1/North Main Street Corridor Parking Study of May 2012*, Source: Fitzgerald & Halliday, Inc. (*Table 7, page 50*) and annexed hereto in relevant part as **Exhibit D**, identified approximately 2,879 public and mixed access parking spaces within a ½ mile radius of The Capitol Theatre and the **C5 Train Station Mixed-Use District**. At **page 49** the study found there are 1,262 (216 public and 1,046 mixed-access) available spaces during the evening peak period.

30. The availability of parking in the vicinity of the **C5 Train Station Mixed-Use District** combined with the fact that an estimated one-third of The Capitol Theatre's patrons arrive on foot from the train station, support a finding that the proposed zoning text amendment will have no adverse affect on public or private interests in the **C5 Train Station Mixed-Use District** or surrounding business zones.

VILLAGE OF PORT CHESTER COMPREHENSIVE PLAN

31. The Village of Port Chester's **Comprehensive Plan**, prepared by BFJ Consulting in association with Urbanomics and adopted by the Board of Trustees on **December 17, 2012**,

was the culmination of an in-depth process that was begun in spring of 2007 to update the Village's 1968 Master Plan. Annexed hereto as **Exhibit E** are selected excerpts of the **Comprehensive Plan**.

32. The **Comprehensive Plan** was prepared and adopted for the purposes set forth in New York State legislation (Village Law §7-722) to identify goals, objectives, principles, and policies for the immediate and long-range protection, enhancement, growth and development of the community. A Comprehensive Plan Advisory Committee to develop and propose the Comprehensive Plan to the Board of Trustees was created consisting of village representatives, including members of the Planning Commission, the Zoning Board of Appeals and the Industrial Development Agency; residents; members of the business community; local area stake holders; and community members at large. Numerous public workshops were held in the process. (See **Exhibit E** at page 1)

33. The "Plan Vision and Goals" set forth in **Section 1.3, page 3** specifically references the goal to retain "a vibrant downtown" and support the "revitalization of commercial areas and the waterfront."

34. According to the summary of **Land Use in Section 4.1**, after residential uses, commercial uses represent the second largest land use in Port Chester, covering 24 percent of land. (**Exhibit E** at page 19):

35. **Section 5.0** of the Plan was devoted to Transportation and included among several parking recommendations on **page 39** the following:

Recommendation #5: Develop a comprehensive approach to parking that addresses parking needs both in residential neighborhoods and in the Downtown

- **Support the development of a multi-level parking structure in the vicinity of the train station to maximize the efficiency of existing parking and to increase access downtown, the waterfront and the train station.**
- **Review and updated the standards for balancing parking needs of new development against the needs of the Village and its neighborhoods.**

36. Respectfully, the **Comprehensive Plan** envisioned and recommended that Port Chester address parking needs by developing a comprehensive solution – a downtown parking garage. In other words, to balance parking demands and growth, it is entirely appropriate to remove parking burdens from individual business owners who are the lifeblood of the growing economy and for the Village to support growth through increased public parking options. A private-public partnership to grow local businesses could be best achieved by private business growth and improved public parking options.

37. **Section 10.0 of the Plan at pages 83-4** addressed **Historic and Cultural**

Resources stating:

“While new development and revitalization play central roles in a community’s social and economic prosperity, preservation of unique architecture and historically significant features is not less essential. Port Chester has several resources that contribute to the Village’s historic and cultural fabric. In the face of **increased growth and development, preservation and enhancement of these valuable resource is critical** [emphasis added]. The Capitol Theater (sic) is specifically listed among the historic and cultural resources.

38. The Plan's recommendation in **Section 10.3 at pages 89-90** states in part:

Recommendation #1: Preserve Port Chester's historic resources that contribute positively to the Village's unique character

- **Protect and preserve the Village's historic resources through the use of design standards, zoning controls, easements and other tools that would not impose undue hardships on property owners.**

Recommendation #2: Sustain and strengthen the vibrant arts and cultural community that contributes to the economy, education, employment and quality of life throughout the village

- **Support further development of small and mid-sized venues for music, performance and visual arts exhibitions**
- ***Recommendation #3: Continue to integrate the arts and entertainment into the Village's economic development activities***

39. The Capitol Theatre not only plays a significant role in the continued economic development of Port Chester, it is also a unique historical and cultural treasure whose development, preservation and enhancement warrant careful consideration. It is located in the narrowly defined **C5 Train Station Mixed-Use District** where it is completely landlocked and yet subject to outdated off-street parking requirements that no longer meet the present and future needs of the **C5 Train Station Mixed-Use District** or Port Chester's downtown development as a whole.

40. Respectfully, maintaining onerous off-street parking requirements in the **C5 Mixed-Use Train District** fails to promote the preservation and enhancement of The Capitol Theatre as it is applied in the **C5 Train Station Mixed-Use District**. The parking burden is detrimental not only to The Capitol Theatre, but to arts and entertainment entities. Removing the

requirement in the small **C5 Mixed-Use Train Station District** in light of the fact that a thriving live theatre is in operation in that location, is a reasonable and rationally related step to take while the Village more comprehensively addresses the need for a multi-level public parking structure.

41. The zoning code should be amended as it pertains to the off-street parking requirement for theatres and cabarets in the **C5 Mixed-Use Train Station District**. Such an amendment overwhelmingly and directly flows from the goals, vision and recommendations in the **Comprehensive Plan** pertaining to parking, economic development, and preservation of unique historical resources that positively impact the Village of Port Chester.

42. **Section 12.3 Economic Development** in the **Comprehensive Plan** contains numerous salient recommendations on **pages 121-5** that strongly support the need to remove the off-street parking requirement in the **C5 Mixed-Use Train Station District**, including the following selected recommendations:

Recommendation #1: Strengthen and expand economic opportunity and the Village’s tax base by focusing efforts on retaining and expanding existing businesses and attracting new businesses

- **Identify methods and agencies to seek input from businesses and industries addressing individual needs to improve profitability, performance, and encourage existing business retention throughout the village.**
- **Focus economic development initiatives within the Downtown Business District.**
- **Continue to encourage restaurant development in the downtown.**
- **Promote “entertainment and performing arts-type” development**

(theaters) through branding efforts (“Entertainment Capital of Westchester”). This effort could be initiated in tandem with the anticipated reopening of the historic Capitol Theatre in mid-2012.

- Consider undertaking a parking inventory and occupancy data study to address capacity and utilization rates as a first step toward developing and appropriate management strategies.

Recommendation #2 Improve the condition and appearance of Port Chester’s commercial areas, including the Downtown Business District, to encourage new investment and create more attractive locations for visitors and businesses.

- Promote infrastructure (parking, circulation facilities) and service improvements that promote business and job growth.
- In connection with the proposed new zoning recommendation for the downtown, review and revise current parking regulations to ensure that requirements do not impede development initiatives and are consistent with existing and future land uses and densities.

Recommendation #4: Establish appropriate organizational structures to facilitate economic development and downtown revitalization and promote effective communication between village leaders and Port Chester business and property owners.

- **Appoint a committee comprised of local businesses to collaborate with the Village on an ongoing basis.**

43. The aforementioned recommendations leave no doubt that the **Comprehensive Plan** for the Village of Port Chester, adopted three years ago, recognized tremendous opportunity for the continued resurgence of the Village. The **Comprehensive Plan** strongly recommends throughout that the Village continue to work with local businesses, preserve and promote its historical resources, and to comprehensively address parking needs in support of these goals.

44. In **Section 14.0 Regulatory Controls**, the **Comprehensive Plan** states on **page 145**:

“New York State’s zoning enabling statutes require that zoning laws be adopted in accordance with a “well-considered or comprehensive plan.” The nexus between the comprehensive plan and zoning is that the comprehensive plan serves as a basis for potential future zoning changes. The recommendations set forth in the foregoing chapters, therefore, provide the policy foundation for the proposed changes to the Village’s Zoning Code.”

45. The **Comprehensive Plan’s** zoning recommendations include the creation of the new zoning district for the Downtown/Train Station area to achieve among its goals to:

“Reinforce Downtown Port Chester as a vibrant, economically prosperous district.”

[emphasis added] at Page 156.

46. On **page 158**, the **Comprehensive Plan** describes the **C5 Train Station Mixed-Use District** area as follows: **“This subarea is one of the three subareas located within the Higher Intensity Planning Zones targeted for a new municipal parking garage, the exact site of which would be determined independent of this Comprehensive Plan.”**

47. Repeatedly, the **Comprehensive Plan** recommends that the Village of Port Chester develop a solution to parking in order to enhance growth and development in the Downtown District.

CONCLUSION

48. The Petitioner respectfully requests a zoning text amendment to remove off-street parking requirements in the **C5 Train Station Mixed-Use District**. The overly restrictive

statutory requirements were initially adopted to address circumstances that no longer exist. The restrictions are no longer reasonably or rationally related to the objectives of the Village's **Comprehensive Plan** – to support economic growth in the community. Studies commissioned by the Village of Port Chester as well as Petitioner's own surveys, exit polls and observations, demonstrate that the off-street parking requirements serve no useful purpose, while causing unnecessary economic hardship for The Capitol Theatre and other profitable businesses that benefit from the customers that the venue attracts to the Port Chester downtown business district.

49. Respectfully, Petitioner calls upon the Village Board of Trustees to move forward in a continued public-private partnership to develop Port Chester's downtown business district into a thriving entertainment and business destination by providing suitable infrastructure and a variety of growing businesses.

RELIEF REQUESTED

WHEREFORE, it is respectfully requested the instant matter be placed on the next available agenda of the Village Board and that the relief sought herein be, in all respects, granted.

Dated: December 29, 2015
White Plains, New York

Respectfully submitted,



Anthony R. Tirone

THE LAW OFFICE OF ANTHONY R. TIRONE, ESQ., P.C.

Attorneys for Petitioners,
The Capitol Theatre, LLC/Capitol Enterprises, Inc.
202 Mamaroneck Avenue, Suite 500
White Plains, New York 10601
(914) 686-7007

EXHIBIT A

Official Zoning Map

Village of Port Chester

New York



NOTE: Map produced by C. Gomez, Village of Port Chester Director of Planning and Development. Adopted by the Village of Port Chester Board of Trustees March 18, 2013. [Local Law No. 4 2013]

ZONING DISTRICTS

SINGLE FAMILY RESIDENTIAL

- R20 One Family Residence 20,000 sq ft min lot
- R7 One Family Residence 7,500 sq ft min lot
- R5 One Family Residence 5,000 sq ft min lot

TWO-FAMILY RESIDENTIAL

- R2F Two Family Residence 5,000 sq ft min lot

MULTI-FAMILY RESIDENTIAL

- RA2 Multi Family Residence 5,000 sq ft min lot
- RA3 Multi Family Residence 5,000 sq ft min lot
- RA4 Multi Family Residence 5,000 sq ft min lot

PLANNED RESIDENTIAL

- PRD Planned Residential Development

COMMERCIAL

- C1 Neighborhood Retail
- C2 Main Street Business
- C3 Office and Commercial
- C4 General Commercial
- CD Design Shopping Center
- CDS Special Designed Commercial

OFFICE

- PD Design Professional Building

INDUSTRIAL

- M1 Light Industrial
- M2 General Industrial

WATERFRONT

- MUR Marina Urban Redevelopment
- DW Design Waterfront
- DW2 Downtown Design Waterfront

MIXED USE & OTHER

- ROO Residential Office Overlay
- VCRA Village Center Redevelopment Area
- TRD Transitional Residential Development
- PMU Planned Mixed Use
- C5 Train Station Mixed Use
- C5T Downtown Mixed Use Transitional



Village of Rye Brook

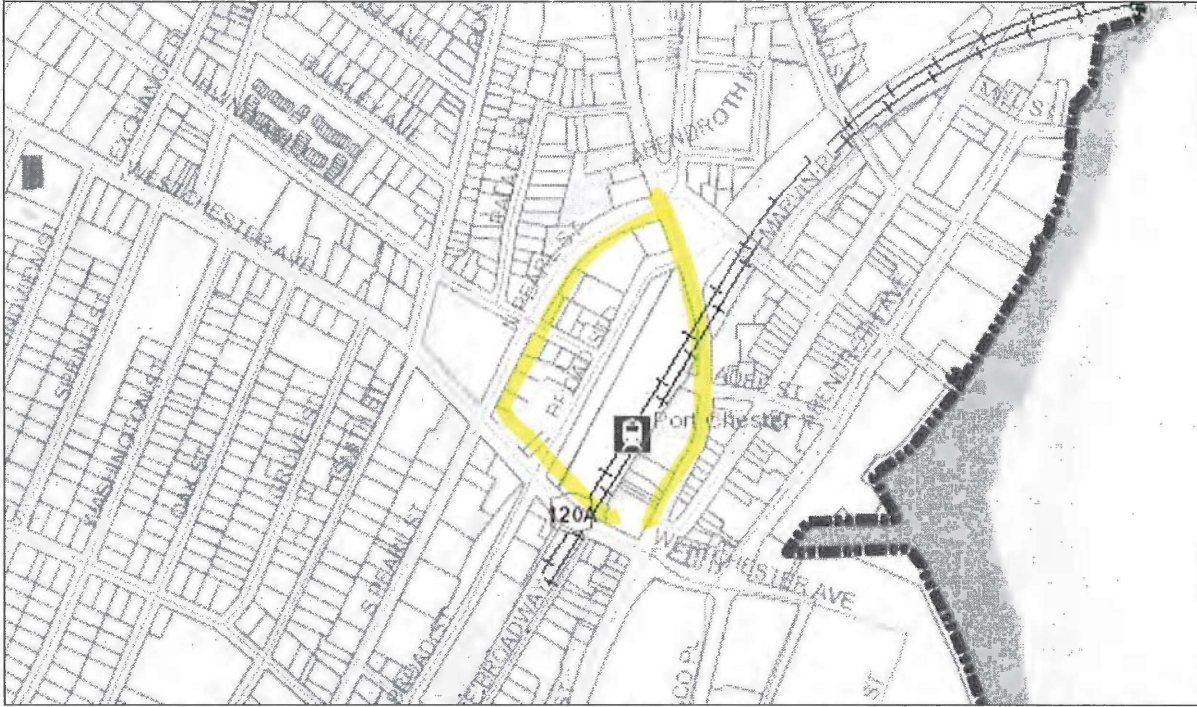
City of Rye

Tax Parcel Maps

Address: 151 Westchester Ave

Print Key: 142.30-2-19

SBL: 14203000020190000000



Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should **NOT** be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

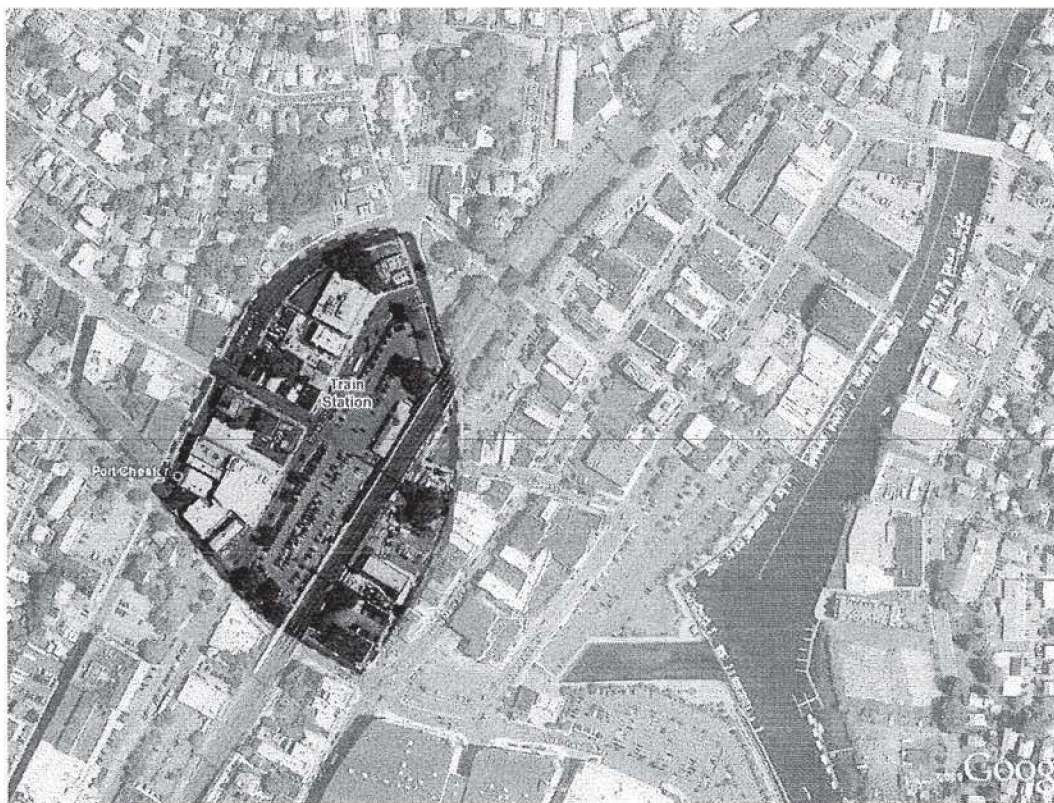
13.4 LAND USE STRATEGIES: HIGHER INTENSITY PLANNING ZONES

As shown of Figure 13.1, the *Higher Intensity Planning Zones* include the following subarea:

1. Downtown/Train Station Area
2. N. and S. Main Street and Abendroth Avenue (west side)
3. Central Waterfront

1. Downtown/Train Station

Figure 13-6
Downtown/Train Station Subarea



Existing Conditions

The Downtown/Train Station subarea is the focal point of Port Chester's downtown retail district, and is generally bounded by N. Pearl Street, King Street and Westchester Avenue, and anchored by the Port Chester Metro-North train station on Broad Street. See Figure 13-6. Downtown Port

EXHIBIT B

THE LAW OFFICE OF

Anthony R. Tirone, Esq., P.C.

202 MAMARONECK AVENUE, SUITE 500
WHITE PLAINS, NEW YORK 10601
TEL: 914-686-7007 • FAX: 914-686-7019
ARTY@ARTironeLaw.com

May 15, 2014

Mr. Christopher N. Gomez
The Village of Port Chester Director of Planning & Development
222 Grace Church Street, 2nd Floor
Port Chester, New York 10573

Re: Capitol Enterprises Inc. D/B/A The Capitol Theatre
Planning Commission Case No.: 2012-0067 & No.: 2012-0066
Property Site: 145 & 149-151 Westchester Ave
Section 142.40, Block 2, Lot 20 & Section 142.40, Block 2, Lot 19

Dear Mr. Gomez:

Our firm represents *Capitol Enterprises Inc. d/b/a The Capitol Theatre* regarding the prior applications referenced above wherein your Planning Commission issued a Final Site Plan Approval on **March 25, 2013**.

At the **April 24, 2014** Planning Commission meeting we presented an overview of the current state of operations and highlighted some proposed changes to the FSPA for the future development of The Capitol Theatre. Attached hereto please find a copy of my letter to Mr. Peter Miley Building Inspector dated **May 15, 2014** which identifies some of those proposed changes. In the interest of efficiency please accept those terms as if full set-forth herein.

One major condition of approval for the issuance of the T/C/O and FSPA was the requirement for The Capitol to obtain and maintain **412** off-street parking spaces for use by its patrons on show nights. After almost two years and approximately 200 events of a very busy and successful operation this requirement has been recognized as a rather ineffectual and costly statutory mandate that fails to meet the legislative intent. The full code is set forth in **PCVC Zoning Section 345-14. Off-Street parking, Truck loading and Vehicular access.**

The Capitol continues to maintain the 412 required off-street parking spaces for every show regardless of the number of patrons, tickets sold or capacity of the venue. The statutory requirement and legislative code language make no accommodation for events or shows that do not reach the maximum capacity. The Capitol is essentially required to pay for parking regardless of the rational probability of use and occupancy.

In that sense the code is flawed and inapplicable as applied. It would be most appropriate to have a code amendment which allows for a flexible transfer of required parking spaces and locations based upon show demand or capacity.

More importantly The Capitol Theatre has found that despite the show demand or capacity many patrons that park in the Village *choose not to utilize* the off street parking spaces maintained and managed by The Capitol pursuant to the statutory requirement. Without question based upon the comments from the patrons on exit polls, and the residents, indicate that parking for the theatre or in the Village is neither a problem nor a consideration when patronizing an event or show at The Capitol Theatre.

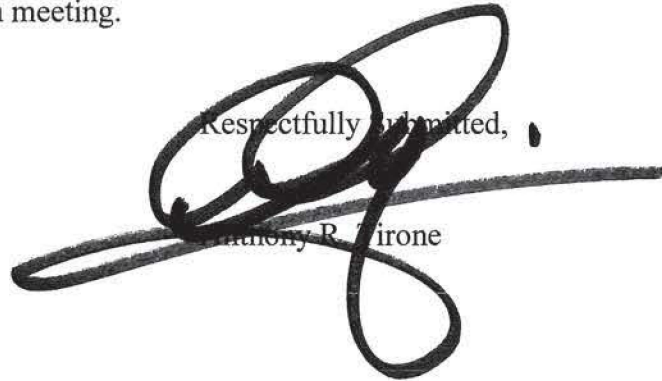
The Village's own *Route 1/North Main Street Corridor Parking Study of May 2012 (Table 7 page 50)* **Source:** *Fitzgerald & Halliday, Inc. and The Village of Port Chester, May 2012* identified approximately **3000 (Three Thousand)** public and mixed access parking spaces within a ½ mile radius of The Capitol Theatre. The parking pattern albeit unscientific and based on empirical evidence show that the patrons and guests of The Capitol Theatre prefer to park (*where they want*) closer to the main street business district wherein they patronize the bars and restaurants that comprise your business district before or after a show. In addition, the hundreds of on street meter spaces that generate revenue for The Village quickly fill up before a show.

In light of the above, The Capitol is statutorily required to provide parking, for visitors to the Village, that *they choose not* to use based upon their own consumer driven demands. Moreover your own Main Street business district community of restaurants, stores, shops and bars love to have the pre and post show patrons of The Capitol Theatre as their customers.

The legislative intent and code provisions as set forth in **Sec. 345-14 A. (1)-(4)** are rationally based in certain circumstances to maintain the integrity of the **C-2 and C-5** zoning district. However, the Capitol Theatre is uniquely situated in both location and use that the statutory scheme does *not* accomplish the intended purpose *nor* achieve the intended result. The **means- end test** as applied to these set of facts and circumstances fails.

Therefore, for the reasons set forth herein, those detailed in my letter to Mr. Peter Miley, my comments and those of Mr. Tom Bailey GM of The Capitol Theatre before the Planning Commission, it is respectfully requested that the parking requirements as part of the March 2013 FSPA be relived, waived and removed.

Please contact if you have any additional questions or concerns prior to the *May 22, 2014* Planning Commission meeting.

Respectfully Submitted,

Anthony R. Pirone

cc: Mr. Peter Shapiro
Mr. Tom Bailey-GM Capitol Theatre

The Hon. Neil Pagano, Mayor of The Village of Port Chester
Mr. Mr. Peter Miley
Building Inspector & Director of Code Enforcement The Village of Port Chester

ART/ntr

EXHIBIT C

Capitol Theatre LLC and Capitol Enterprises, Inc.
d/b/a
The Capitol Theatre
149-151 Westchester Ave and 145 Westchester Ave.
Port Chester, New York 10573

- Application to the Zoning Board of Appeals -
June 30, 2014

Supplemental Submission Rider

We submit the following to assist the Port Chester Zoning Board of Appeals in its decision-making process by addressing each of the factors to be taken into consideration by the Board in its Appellate review.

Pursuant to **N.Y. Town Law §267-b**, in making its determination, the Zoning Board of Appeals shall take into consideration the **benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant.**

The Zoning Board of Appeals approval of the current application would confer a substantial benefit on the Capitol Theatre LLC, Capitol Enterprises, Inc and The Capitol Theatre by allowing the operations to continue in full compliance with the building and zoning code of the Village of Port Chester. The applicant, Mr. Peter S. Shapiro, is the owner of Capitol Enterprises, Inc. and Capitol Theatre LLC which own and operate The Capitol Theatre along with Garcia's in the Lobby Bar. The property at 145 and 149-151 Westchester Ave. has been in operation as a theater since 1926 and recently underwent a complete renovation.

In the past two years of thriving operations, The Capitol Theatre has established a record of continuous growth and success demonstrating that The Capitol Theatre has become a significant part of the economic engine for the Village of Port Chester. The cultural, business, investment and economic draw that it has produced under the current ownership since September 2012 has been in many ways an "economic boom" for the community and The Village of Port Chester. Since the rebirth of The Capitol Theatre two years ago, the Village has seen an increase in investments and rapid economic growth in

the central business district where no empty store fronts exist. As a result of The Capitol Theatre's growing prominence and recognition all over the United States as a premier live music venue, the Village has welcomed visitors from 48 states and 3 Canadian provinces. The success of The Capitol Theatre has in part been the result of a collaborative spirit and common partnership with the existing business community and great support from The Village of Port Chester. The transformation of The Village from a manufacturing based economy in the 50's and 60's to becoming *The Entertainment and Restaurant Capital of Westchester* is testament to the staying power of The Capitol Theatre. It has recently been cited by new business owners and developers as *one of* the many substantive reasons why businesses, visitors and residents want to live, work, dine and entertain in The Village of Port Chester.

At the time The Capitol Theatre was constructed in 1926, the infrastructure demands were significantly different regarding parking, transportation and the logistics of providing goods and services. In 2014, the subject of parking and transportation has become the main focus of the planning and zoning process. Unfortunately, The Capitol Theatre structure is landlocked and has no room to expand to meet the parking requirements of 2014 which did not exist in 1926. Moreover, the relative ease in mobility and access has greatly increased. The cabaret-type of operation and property zoning location statutorily require certain parking spaces which cannot be created anew.

Based on two years of proven and documented operations, we propose an environmentally friendly and innovative approach to the parking requirements through collaborative partnerships, distribution of contributory business patrons, and a larger community-supported approach.

Off-street parking/Method of determining off-street parking space requirements. The Capitol Theatre is requesting relief from this requirement as set forth in the Village code in total. Accordingly, we request that the ZBA grant this variance application and allow The Capitol Theatre to meet this requirement by relying solely on the availability of street and/or public parking. Therefore, a variance is required to allow for no off-street parking facilities associated with the use that they serve.

The Capitol Theatre's off-street parking requirement is a complex matter that has been studied by the Capitol staff, parking/traffic consultants and the Village planning

office. The exact required number of spaces is based on internal use calculations that can vary. However, at the present time, the exact number required to be maintained at all times set forth by the Village is **412**. To comply with the off-street parking requirements, The Capitol has utilized several joint-use parking sources none of which are public parking spaces. Namely, Capitol owned or co-owned lots/spaces; Long term lot/space leases; Per event lot/space leases and/or Lot/space Operation contracts.

One condition of approval for the issuance of the T/C/O and March 2013 FSPA was the requirement for The Capitol to obtain and maintain **412** off-street parking spaces for use by its patrons on show nights. After almost two years of successful operations and approximately 200 events, this requirement has been recognized as a rather ineffectual and costly statutory mandate that fails to meet the legislative intent. The full code is set forth in *PCVC Zoning Section 345-14. Off-Street parking, Truck loading and Vehicular access.*

The Capitol continues to maintain the 412 required off-street parking spaces for every show regardless of the number of patrons, tickets sold or capacity of the venue. The statutory requirement and legislative code language make no accommodation for events or shows that do not reach the maximum capacity. The Capitol is essentially required to pay for parking regardless of the rational probability of use and occupancy.

In that sense, the code is flawed and inefficient/impracticable as applied to the Capitol Theatre. It would be most appropriate to have a code amendment which allows for a flexible transfer of required parking spaces and locations based upon show demand or capacity. However, to be clear, the issue of amending the current code is far beyond the scope of this particular application as this application seeks only to request a variance from the current parking requirements.

More importantly, The Capitol Theatre has found that, despite the show demand or capacity, many patrons that park in the Village choose not to utilize the off-street parking spaces maintained and managed by The Capitol pursuant to the statutory requirement. Based upon comments from patrons on exit polls, the residents and neighboring businesses indicate that parking for the theatre in the Village is neither a problem nor a consideration when going to an event or show at The Capitol Theatre.

The Village's own *Route 1/North Main Street Corridor Parking Study of May 2012 (Table 7 page 50)* *Source: Fitzgerald & Halliday, Inc. and The Village of Port Chester, May 2012* identified approximately **3000 (Three Thousand)** public and mixed access parking spaces within a ½ mile radius of The Capitol Theatre. The parking patterns albeit unscientific are nevertheless based on empirical evidence which indicate that the patrons and guests of The Capitol Theatre *prefer to park (where they want) closer to the main street business district* usually dependent on where they patronize bars and restaurants before and/or after a show. In addition, the hundreds of street metered-spaces that generate revenue for The Village quickly fill up before a show.

Despite the above, The Capitol is still statutorily required to provide parking to visitors of the Village *even though those visitors most oftentimes choose not* to use parking provided by The Capitol based upon their own consumer driven demands. Moreover, the Main Street C-1 business district that includes the community of restaurants, stores, shops and bars have all enjoyed having the pre and post-show patrons of The Capitol Theatre as their new and sometimes repeat customers.

The legislative intent and code provisions, as set forth in *Sec. 345-14 A. (1)-(4)*, are rationally based on certain circumstances to maintain the integrity of the **C-2 and C-5** zoning district. However, the Capitol Theatre is uniquely situated in both location and use that the statutory scheme does *not* accomplish the intended purpose *nor* achieve the intended result. The *means-end test* as applied to these set of facts and circumstances fails. VPC Zoning Code § 342-14 A. (1) (2) speaks of the legislative intent of the regulation stating that *"In cases of practical difficulty or unnecessary hardship to such properties arising out of this requirement, appeal may be made to the Board of Appeals,..."*.

If the Board were to grant the requested variance, The Board would confer a substantial benefit on Capitol Theatre LLC, Capitol Enterprises, Inc and The Capitol Theatre. In addition, The Village of Port Chester would further benefit from a very vibrant and expansive business model that has and will continue to drive patrons and end users to the Main Street C-1 business district dovetailing an economic engine that is supporting the community and economy of Port Chester.

The requested variance does not create a detriment to the health, safety and welfare of the residents of Port Chester. The structure, as it pertains to the requested variance, has been in place since 1926. There have been no assertions by Port Chester Village officials, the community at large or the petitioner's immediate neighbors that the business has in the past or will in the future create a detriment to the health, safety, or welfare of the neighborhood or The Village of Port Chester.

It is our strong contention that the requested variance will not have a detrimental but rather a positive effect on the health, safety and welfare of the neighborhood and Port Chester community at present and in the future.

Pursuant to **N.Y. Town Law §267-b**, in making its determination whether to grant or deny a request for approval, relief or variance, the board **shall also consider**:

1. What change will be produced in the character of the neighborhood or what detriment to nearby properties will be created by the granting of the request for relief or variance;
2. Why the benefit sought by the applicant cannot be achieved by some method feasible for the applicant to pursue, other than a request for relief or variance;
3. How substantial is the request for relief or variance;
4. Why the proposed relief or variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and
5. How the alleged difficulty was created.

I. Character of the Neighborhood

The character of the neighborhood will remain entirely unaffected by the variance and there will be no detriment to any of the neighboring properties. Please recall that the establishment and building in question here was created circa 1926. Since completion of the theatre, no assertions have been made that the parking has altered the character of the neighborhood in any way.

II. Other Feasible Methods

Capitol Theatre LLC, Capitol Enterprises, Inc and The Capitol Theatre cannot achieve a full waiver of the parking requirements without a variance. The Zoning Board of Appeals is the only municipal agency that can grant the desired relief. Short of attaining the requisite variance and relief from these requirements, The Capitol Theatre would be forced to continue to provide parking at a substantial cost that is un and/or under utilized thereby creating a “*practical difficulty and unnecessary hardship*”.

III. Substantiality of the Approval and Variance

The approval and granting of the variance is minor in light of the existing conditions which the approval would essentially ratify. The patrons of the venue cannot be mandated where to park or dictated for their consumer choices. The impact would be non-existent in light of the established patterns which have been created by visitors to the Village and patrons of the venue. The positive ripple effect seeks to bolster the business community at large, achieve a distribution of contributory business patrons and support a like-minded community approach.

IV. Impact on Physical or Environmental Conditions

There have been no assertions by Port Chester Village officials, the community at large or the petitioner’s immediate neighbors that the requested approval and variance will have a negative impact on the physical or environmental conditions in the neighborhood. It is our strong contention that the physical and environmental conditions in the neighborhood have been unchanged for many years and will remain so in the future.

V. Creation of Alleged Difficulty

The recognition of the traffic, parking and consumer patterns while visiting the venue and the Village have given rise to the within Petitioner application. The unnecessary statutory demands that are not equally applied in the code has resulted in a

recognized and evident compliance scheme that fails to achieve the legislative intent and in fact has become contrary to the overall economic health and welfare of The Village.

Petitioner prays that the Zoning Board of Appeals grants the requested approval and variance, which will allow Capitol Enterprises, Inc and The Capitol Theatre to obtain a final certificate of occupancy for the business and continue to run a vibrant and expansive operation for the whole community. All interested parties, including the Village, will benefit from this favorable outcome.

EXHIBIT D

Route 1/North Main Street Corridor Study

Village of Port Chester, New York



Prepared by:

Ferrandino & Associates Inc.

Planning and Development Consultants

3 West Main Street, Suite 214

Elmsford, New York 10523

www.faplanners.com

with

Fitzgerald & Halliday, Inc.

72 Cedar Street

Hartford, Connecticut 06106

www.fhiplan.com

and

Dolph Rotfeld Engineering, P.C.

200 White Plains Road #3

Tarrytown, New York 10591

November 2012

Credits

Village of Port Chester

Board of Trustees

Mayor Dennis Pilla

Luis Marino, Deputy Mayor

Daniel Brakewood

John Branca

Bart Didden

Joseph Kenner

Saverio Terenzi

Christopher Steers, MPA, CFM, current Village Manager

Christopher Russo, former Village Manager

Christopher Gomez, AICP, Director of Planning and Development

Anthony Cerreto, Esq., Village Attorney

Ferrandino & Associates Inc.

Planning and Development Consultants

Vince Ferrandino, AICP, Principal-in-Charge

Christopher H. Mari, Planner

Lora Barnhill, Planner

Fitzgerald & Halliday, Inc.

Carla Tillery, P.E., Senior Associate

Francisco Gomes, Senior Planner

Dolph Rotfeld Engineering, P.C.

Dolph Rotfeld, P.E., Principal

James Natarelli, P.E., Engineer

Table 7
Parking Utilization

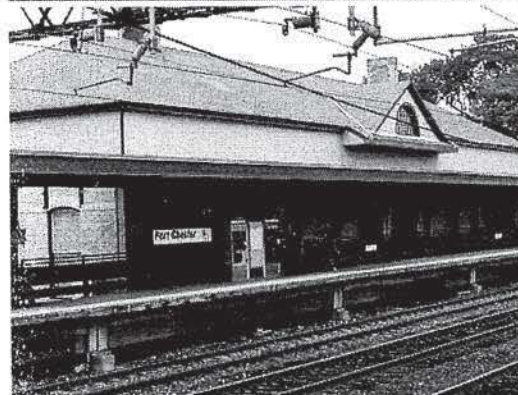
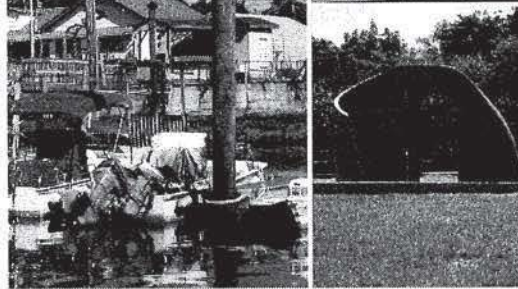
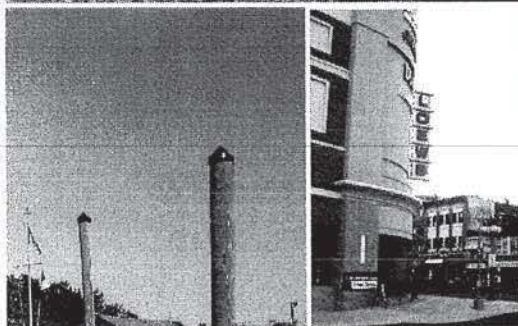
ID#	Location	Spaces	Weekday Mid-Day		Weekend Evening	
			Utilization	Unused Spaces	Utilization	Unused Spaces
Public Access Spaces						
3	Irving Avenue	49	25%	37	100%	0
4	Oak/Grove Street	95	40%	57	75%	24
7	New Broad Street	60	80%	12	3%	58
9	King/Willet Street	6	80%	1	0%	6
11	East Broadway	15	7%	14	15%	13
13	Adee Street	43	40%	26	100%	0
14	Willet Avenue	23	20%	18	65%	8
15	Marvin Place	63	80%p/5%m	9	20%	50
16	Beech Street	73	50%p/50%m	37	25%	55
17	Marina/ Abendroth Avenue	220	50%	110	100%	0
18	Highland Street	36	30%	25	95%	2
Subtotal - Public Access Spaces		683		346		216
Mixed Access Spaces						
1	Haseko Avenue	24	80%	5	0%	24
2	Oak Street	25	60%	10	0%	25
5	Neris Bakery	20	100%	0	75%	5
6	Pearl Street	45	40%	27	80%	9
8	Train Station	250	90%p/90%m	25	80%	50
10	King/Willet Street	16	50%	8	70%	5
12	King Street	30	90%	3	60%	12
19	Costco	548	60%	219	10%	493
20	Garage	1,282	49%	654	67%	423
Subtotal - Mixed Access Spaces		2,240		951		1,046
TOTAL SPACES		2,923		1,297		1,262

p: permitted spaces

m: metered spaces

Source: Fitzgerald & Halliday, Inc. and Village of Port Chester, May 2012.

EXHIBIT E



Village of Port Chester Comprehensive Plan



Adopted:
December 17, 2012

Acknowledgements

Board of Trustees
Mayor Dennis G. Pilla
Daniel Brakewood
John Branca
Bart Didden
Joseph Kenner
Luis Marino
Saverio Terenzi

Village of Port Chester
Christopher J. Russo, *Village Manager*
Christopher D. Steers, *Assistant Village Manager*
Joan Mancuso, *Village Clerk*
Anthony M. Cerreto, *Village Attorney*
Christopher Gomez, AICP, *Director of Planning and Development*
Patrick Cleary, AICP, PP, *Village Planner*
Dolph Rotfeld, P.E., *Village Engineer*

Comprehensive Plan Advisory Committee

Hattie Adams	Christopher McCants*
Doris Bailey-Reavis	Neil Pagano
Gene Ceccarelli	Evelyn Petrone
Gerardo Espinoza	Marvin Ravikoff
Jay Feinsod*	Michael Scarola
Greg Gregory	Frank Strauch
Joseph D. Kenner*	Gregg Wasser*
Blanca Lopez	Robert Weinberg
Luis Marino*	

BFJ Planning
Frank Fish, *FAICP, Principal*
Sarah Yackel, *AICP, Associate Principal*
Michael Keane, *AICP, Senior Planner*

Urbanomics
Regina Armstrong, *Principal*
Tina Lund, *AICP, Senior Associate*

We wish to acknowledge the work previously prepared by:

Laberge Group
Mullin Associated, Inc.
E.M. Pemrick Company
Synthesis

...and current work on the Route 1 Corridor by:

Ferrandino & Associates, Inc.
Fitzgerald & Halliday, Inc.

*Former Committee Member

VILLAGE OF PORT CHESTER COMPREHENSIVE PLAN

Village of Port Chester,
New York

Board of Trustees
Mayor Dennis G. Pilla
Daniel Brakewood
John Branca
Bart Didden
Joseph D. Kenner
Luis Marino
Saverio Terenzi

Village of Port Chester
Village Hall
222 Grace Church Street
Port Chester, NY 10573

Prepared by:
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In association with:
Urbanomics

Adopted by the
Board of Trustees on:

December 17, 2012

1.0 INTRODUCTION AND VISION

1.1 WHAT IS A COMPREHENSIVE PLAN?

New York State grants municipalities the authority to prepare and adopt comprehensive plans (Village Law §7-722). As defined in the state legislation, a comprehensive plan is a document that identifies goals, objectives, principles, and policies for the immediate and long-range protection, enhancement, growth and development of a community.

As a tool of planning, comprehensive plans provide guidance to municipal leaders, government agencies, organizations, businesses and residents to help ensure that the community's needs are met both now and in the future. Comprehensive plans are implemented through a variety of tools including land use policies, regulatory measures, zoning changes, and local laws. New York State Village Law further strengthens the role of the comprehensive plan by mandating that any new or amended land use regulations and all public capital improvements within the community be consistent with the adopted comprehensive plan.

1.2 THE PLANNING PROCESS

In the spring of 2007, the Village of Port Chester initiated an update to the Village's 1968 Master Plan, with assistance from a team of consultants. During the planning process, the existing issues and threats to the Village were identified to better understand the public's concerns and vision for the future. Goals and strategies were crafted to address the Village's unique challenges.

A Comprehensive Plan Advisory Committee (CPAC) was created by the Village to develop and propose a comprehensive plan to the Board of Trustees. The CPAC consisted of Village representatives, including members of the Planning Commission, the Zoning Board of Appeals and the Industrial Development Agency; residents; members of the business community; local area stakeholders; and community members at large. The CPAC was tasked with reviewing draft documents, collecting information, and serving as a point of contact for community members within the Village. Members dedicated a significant amount of time to attend many public workshops and committee meetings with the consultants, Village staff and the Village Board of Trustees.

During the information gathering stage, the CPAC shared its knowledge with the Village's consultants about various topics that were addressed in the Existing Conditions portion of the Plan. Following this stage of the planning process, the planners created goals and recommendations for the Village. The CPAC was responsible for reviewing and amending these goals and recommendations prior to review by the Board of Trustees and subsequent inclusion in this Comprehensive Plan.

Port Chester Housing Study: The Port Chester Housing Study addresses existing conditions, neighborhood contextual issues, density, affordability, the balance of housing composition, housing comparability with other Westchester villages, fiscal impacts of housing development types, and subsidized housing availability. The Study will serve as a stand-alone document and the basis for Comprehensive Plan updates.

Route 1/North Main Street Corridor Study: The Route 1/North Main Street Corridor Study examines vacant and underdeveloped or underutilized sites in the corridor from the Rye City border to Greenwich, and enables the Village to identify potential redevelopment opportunities. It considers proposed alternative uses at the Starwood site (United Hospital), the G&S and Robert Martin site in the Downtown and the existing Kohl's Shopping Center site. In addition, a market repositioning study is included in the scope. These components will be incorporated into this Comprehensive Plan.

1.3 PLAN VISION AND GOALS

This Plan's overall vision retains the qualities of Port Chester that its people have come to cherish, including a diverse cultural population, quality homes at relatively affordable prices, a vibrant downtown, and its proximity to key employment centers in the region. At the same time, the vision addresses the challenges confronting the Village, including changing socio-economic conditions, unpredictable growth and development patterns, physical constraints limiting waterfront access, and underutilized non-residential properties. This updated Comprehensive Plan establishes the framework for turning these challenges into opportunities and provides strategies for capitalizing on the Village's physical, social, economic and human capital.

The Plan identifies goals, policies, and guidelines for the immediate and long-range protection, enhancement, growth, and development of Port Chester. The Plan focuses on major elements of the Village's built environment, including maintenance and enhancement of residential neighborhoods; revitalization of commercial areas and the waterfront; strengthening of industrial areas; improvement of transportation and infrastructure facilities; and identifying opportunities for new development. The issues and challenges associated with these elements are often addressed by a variety of entities – governmental and non-governmental, local and extra-jurisdictional – that might or might not be directly coordinating with one another. One of the central purposes of the Comprehensive Plan, therefore, is to provide a framework for collaboration and coordination among relevant decision-makers and stakeholders. The strategies, once implemented, are intended to guide development and preservation patterns in a proactive and predictable manner and ultimately realize the Village's vision for a sustainable and prosperous future.

4.0 LAND USE AND REGULATORY CONTROLS

The built environment – the type, location and intensity of existing land uses – define the character of a municipality. Land use patterns are a result of historic settlement characteristics coupled with modern building codes, zoning laws and subdivision regulations. Understanding how land is devoted to residential, commercial, industrial, open space and other uses, and the locations of vacant and underutilized land, are key steps in developing a future vision.

Development in Port Chester has been greatly influenced by many factors, including its waterfront location, proximity to New York City, manufacturing history, and socioeconomic diversity. An evaluation of the type, distribution and intensity of land uses in the Village can yield a useful picture of prevailing patterns and identify issues and potential opportunities.

4.1 LAND USE

Port Chester encompasses approximately 1,233 acres and is comprised of 5,087 tax parcels. See Figure 4-1.

Residential properties represent the largest land use in Port Chester, covering 57 percent of Village land. Residential uses are found throughout the Village but are largely concentrated in the northern area. Port Chester has a range of residential property types including one-family detached homes, two- and three-family homes, apartment complexes, townhouses, condominiums and co-ops.

Commercial uses represent the second largest land use in Port Chester, covering 24 percent of land, and is primarily concentrated along the railroad corridor and along Route 1 in the Village's downtown. Commercial properties include dining establishments, retail, banks, motor vehicle services, storage/warehouse and distribution facilities and office buildings. The Waterfront at Port Chester houses over 500,000 square feet of retail and entertainment use. Located at the intersection of South Main Street and Westchester Avenue, The Waterfront is anchored by Costco, Super Shop & Stop, Loews Cineplex, and Bed Bath & Beyond.

Community service buildings occupy 67 tax parcels, or about 7.5 percent of Village land. These parcels tend to be larger than others due to the types of uses they host, including water treatment facilities, communication services, transportation services, waste disposal, and electric and gas facilities.

Other uses include commercial/industrial, recreation and entertainment, parks and open space, and vacant land.

Recommendation #5: Develop a comprehensive approach to parking that addresses parking needs both in residential neighborhoods and in the Downtown

- Support the development of a multi-level parking structure in the vicinity of the train station to maximize the efficiency of existing parking and to increase access to Downtown, the waterfront and the train station.
- Explore opportunities for shared parking to decrease the amount of parking needed to accommodate present and future demand.
- Review and update the standards for balancing parking needs of new development against the needs of the Village and its neighborhoods.
- Evaluate the need to increase municipal parking rates to allow convenient access to premium short-term spaces while encouraging longer stays in the off-street lots.
- Update the Village's "Schedule of Parking Fines" for associated parking violations.
- Evaluate the feasibility of replacing existing parking meters/meter boxes with modern parking pay stations.
- Define the role of the Village Parking Authority.
- Designate clear and visible on-street parking areas with space lines that will aid in positioning a vehicle within a marked space.
- Evaluate the need for municipal surface parking facilities in neighborhoods where residential properties lack on-site parking.

10.0 HISTORIC AND CULTURAL RESOURCES

While new development and revitalization play central roles in a community's social and economic prosperity, preservation of unique architecture and historically significant features is no less essential. Port Chester has several resources that contribute to the Village's historic and cultural fabric. In the face of increased growth and development, preservation and enhancement of these valuable resources is critical.

10.1 HISTORICAL RESOURCES

A. Historical Societies

Port Chester Historical Society

The Port Chester Historical Society maintains the Bush-Lyon Homestead, which is listed on the National Register of Historic Places. Its collections include antique furniture and historical artifacts related to Port Chester.

Westchester County Historical Society

The Westchester County Historical Society was founded in 1874 as a nonprofit organization and is currently based in Elmsford. Its mission is to promote the knowledge and understanding of history in Westchester County. The Society collects and preserves books, manuscripts, maps, photographs, and other publications that are significant to the County's history. The Society also hosts historically relevant events, including lectures and book signings.

B. National Register of Historic Places

The National Register of Historic Places is the Nation's official list of historic places worth of preservation, which include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. Generally, properties eligible for listing in the register are at least 50 years old; younger properties must be exceptionally important to be eligible for listing.

The Village of Port Chester currently has five (5) resources listed on the National Register of Historic Places (see Figure 10-1):

Bush-Lyon Homestead

The Bush-Lyon Homestead is located on King Street in John Lyon Park. The building has an architectural/engineering historic significance and has a domestic historic function. The Homestead was acquired by the Village in 1925, was added to the National Register Sites in 1982 and is currently a museum.

Capitol Theater

The Capitol Theater is located at 147-151 Westchester Avenue and has an architectural historic significance. The period of significance of the Capitol Theater is from 1925-1949 when it had a recreation and cultural historic function. The 1,835-seat theater has been operating as a special events facility and is scheduled to reopen in mid-2012 as a live concert venue.

Port Chester Post Office

The Port Chester Post Office is located at 245 Westchester Avenue. The building has a colonial revival architectural style and its interior is ornate with murals painted by Dominico Mortellito in the Mexican muralist tradition of Diego Rivera and Jose Clemente Orozco. The period of significance of the Post Office is from 1925-1949 when it had a government historic function. The building was listed on the Register in 1989 and still operates as a post office.

Life Savers Building

The Life Savers Building is located on North Main Street and is a symbol of the area's industrial heritage. The period of significance of the Life Savers Building is from 1900-1924 when it had a historic function as a candy factory. Life Savers operations ceased in 1985 and the building was subsequently converted to condominiums.

St. Peter's Episcopal Church

St. Peter's Episcopal Church, located at 19 Smith Street, was constructed in 1889-90 and represents a late Gothic Revival style of architecture. It was added to the National Register in 2006.

10.3 RECOMMENDATIONS

Recommendation #1: Preserve Port Chester's historic resources that contribute positively to the Village's unique character

- Protect and preserve the unique architectural character of Downtown Port Chester by drafting and implementing a program of design guidelines for Main Street between Westchester and Horton Avenues.
 - Protect and preserve the Village's historic resources through the use of design standards, zoning controls, easements and other tools that would not impose undue hardships on property owners.
 - Establish local incentives for historic preservation, such as designating a neighborhood historic district that would not impose undue hardships on property owners.
 - Develop a Historic Resources Survey to investigate and document historic structures, sites and resources in the Village that could be used to establish a neighborhood historic district.
 - Educate residents, owners and local real estate firms/agents of historic property incentives, funding low interest loan resources and related state and federal regulations.
 - Educate property owners of the importance of high quality urban design and historic preservation.
 - Promote historic preservation through financial mechanisms, including grants and tax incentives.
-
- Explore options to adopt a Sliding Scale Tax Incentive to encourage redevelopment and reinvestment of designated historic structures.
 - Restore and revitalize the Bush Homestead. Seek out non-profit groups and/or grants to turn this facility into a living history education center.
 - Support the adaptive reuse of historic buildings.
 - Restore and enhance currently designated historic structures.
 - Consider participating in the Certified Local Government (CLG) program.
 - Apply for designation as a "Preserve America Community."
 - Create a Village-sponsored awards program that recognizes projects that exemplify design excellence and historic preservation.

- Foster partnerships with preservation organizations to organize public information campaigns.
- Support student involvement in historic preservation and design practices.

Recommendation #2: Sustain and strengthen the vibrant arts and cultural community that contributes to the economy, education, employment and quality of life throughout the Village

- Encourage commemorative reenactments and historical events to bring people together and substantiate the Village's historical identity.
- Market local historical events as tourist destinations.
- Uncover distinct cultural values and history in the Village's neighborhoods and take steps to honor their significance.
- Continue to support outdoor concerts and events in the Village parks and other appropriate locations.
- Display local art from artists and students in appropriate locations.
- Support further development of small and mid-sized venues for music, performance and visual arts exhibitions.
- Update the fee schedule for outdoor events to adjust for associated overhead expenses.
- Continue communication with the arts and cultural community, designating a specific organization, such as the Port Chester Council for the Arts, to act as a liaison.
- Collaborate with the School District to develop partnerships with arts organizations and higher educational institutions to increase exposure of students to arts and cultural activities.

Recommendation #3: Continue to integrate the arts and entertainment into the Village's economic development activities

- Continue to highlight the richness and diversity of Port Chester's arts and cultural activities, institutions and attractions in economic development and marketing plans.
- Conduct an assessment of entertainment venues to determine the economic and social impacts and identify strategies to promote a healthy arts and entertainment district in the Village's Downtown or waterfront.

- Evaluate opportunities for strengthening the Village’s cultural facilities and organizations and provide support as feasible.
- Evaluate the feasibility of an outdoor signature events space on the waterfront.
- Include arts and cultural organizations, institutions and businesses in business recruitment and retention efforts.
- Encourage arts-based business incubators to nurture new businesses in the Village.
- Consider establishing a Citizen’s Advisory Group that would be responsible for reviewing issues and initiatives pertaining to historic and cultural resources and making recommendations to the Village on optimal strategies and implementation efforts.

12.3 RECOMMENDATIONS

Recommendation #1: Strengthen and expand economic opportunity and the Village's tax base by focusing efforts on retaining and expanding existing businesses and attracting new businesses.

- Maintain an inventory of existing businesses and identify and quantify the existing job base.
 - Preserve existing commercial and light industrial areas.
 - Retain ratable properties in the Village.
 - Encourage ground floor retail throughout the Downtown Business District.
 - Establish and support a Commercial Development Grant/Loan Program.
 - Support the Port-Chester-Rye Brook-Rye Town Chamber of Commerce in its effort to advance the business environment and economic development of the Port Chester community.
 - Work with the Port Chester Industrial Development Agency to establish an Industrial Retention and Expansion (IRE) Program to assist local manufacturing companies.
 - Identify methods and agencies to seek input from businesses and industries addressing individual needs to improve profitability, performance and encourage existing business retention throughout the Village.
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- Focus economic development initiatives within the Downtown Business District.
 - Leverage public and private funding sources to strengthen financial and technical assistance programs that support Downtown and neighborhood businesses.
 - Identify target industries for job growth and support the development of spaces for job growth.
 - Continue to encourage restaurant development in the downtown.
 - Promote "entertainment' and performing arts- type" development (theaters) through branding efforts ("Entertainment Capital of Westchester). This effort could be initiated in tandem with the anticipated reopening of the historic Capitol Theatre in mid-2012.

- Consider undertaking a parking inventory and occupancy data study to address capacity and utilization rates as a first step toward developing and implementing appropriate parking management strategies.

Recommendation #2: Improve the condition and appearance of Port Chester's commercial areas, including the Downtown Business District, to encourage new investment and create more attractive locations for visitors and businesses.

- Support and continue the efforts of the Port Chester Façade Program.
- Explore the creation of a Downtown Business Improvement District (BID) to direct investment into the appearance, marketing and functionality of a thriving business community.
- Support and encourage partnerships with future Improvement Districts to enhance the attractiveness of these areas for employers, workforce and visitors.
- Encourage the rehabilitation of commercial buildings throughout the Village.
- Consider establishing a Tax Increment Financing (TIF) for the downtown area to fund redevelopment, infrastructure and other community improvement initiatives.
- Promote infrastructure (parking, circulation facilities) and service improvements that support business and job growth.
- Improve rear facades and create points of access to connect Abendroth Avenue parking lots with Main Street businesses.
- Create a comprehensive and coordinated wayfinding signage system, including formalized gateways into Downtown.
- Define pedestrian spaces with street amenities (furniture, plantings) throughout the Downtown Business District and the waterfront area to stimulate economic growth.
- Promote Port Chester's quality of life as an economic asset.
- Continue to support and promote the "Port Chester Village Pride Day" cleanup program.
- Develop a partnership with MTA Metro North Rail Road to improve the image of the Railroad Bridge, which will help to improve the overall appearance of the Downtown Business District.
- In connection with the proposed new zoning recommendations for the downtown, review and revise current parking regulations to ensure that requirements do not impede development initiatives and are consistent with existing and future land uses and densities.

Recommendation #3: Increase Port Chester's retail capture rate by improving the profitability of commercial businesses and recruiting new establishments based on market demand.

- Develop a multi-faceted marketing program to promote Port Chester's resources and recruitment package to attract new businesses.
- Recruit businesses and services to complement the business sectors growing in the Village.
- Identify and attract businesses that currently supply materials and services to the region.
- Encourage access to financial and technical assistance programs to facilitate business retention, attraction and expansion.
- Encourage the creation of business incubators to nurture new businesses with administrative services, onsite technical assistance, or training in product development, business planning and marketing.
- Explore the feasibility of developing a business mentoring or apprenticeship program.

Recommendation #4: Establish appropriate organizational structures to facilitate economic development and downtown revitalization and promote effective communication between Village leaders and Port Chester business and property owners.

- Explore the feasibility of creating an Economic Development Coordinator.
- Improve the capacity of the Village government to provide leadership and support for the implementation of economic development.
- Collaborate with local and regional chambers, the Industrial Development Agencies and Westchester County to build economic development initiatives.
- Encourage and support a Downtown merchants' association to do marketing, produce special events and improve the Downtown Business District.
- Appoint a committee comprised of local businesses to collaborate with the Village on an ongoing basis.
- Cooperate with local and regional governments to financially support, when feasible, local economic development organizations.

- Work with the Port Chester-Rye Brook Chamber of Commerce and Westchester County to establish an entrepreneur assistance program.

Recommendation #5: Encourage the development of a skilled workforce that matches the employment opportunities in the Village by focusing on workforce needs for advancement.

- Promote Port Chester's reputation as a business location with a highly educated workforce.
- Encourage businesses to play a positive role in introducing career concepts to students.
- Work with local businesses to promote local careers and job opportunities.
- Encourage local businesses to work with BOCES occupational programs to provide leadership, personnel and materials, as well as employee expertise regarding business sectors.

Recommendation #6: Actively promote a sense of civic identity, including "branding" of the Village to facilitate economic development and promote tourism in the Village.

- Develop an identifiable and unique theme of "branding" that embraces the Village's culture, character and history, as well as enhances community identity and connection.
- Utilize a marketing logo for use on promotional materials.
- Improve and coordinate local and regional marketing efforts with the Westchester County Office of Tourism.
- Sponsor and support events to reinforce Port Chester's unique identity and culture.
- Promote the Village's cultural resources and activities to appeal to local and regional tourists.
- Update the Village's web site for use as a marketing and business tool.
- Keep the media informed of the activities, progress and successes of the Village's revitalization efforts.

Recommendation #7: Promote the waterfront area as a commercial, recreational and cultural destination.

- Encourage and promote the development of water-dependent and water-enhanced uses reflected in the Local Waterfront Revitalization Area.
- Maximize use of the waterfront through the establishment of new context-sensitive retail, housing and public spaces to economically position the Village.
- Create a central gathering place on the waterfront for festivals, performances and other special events.
- Encourage downtown waterfront entertainment activities that would include incorporating specific venues such as water-dependent entertainment uses and a waterfront performance facility.
- Promote and encourage out-of-town boaters to visit Downtown restaurants by constructing free transient docks.

14.0 REGULATORY CONTROLS

This chapter sets forth the zoning recommendations and regulatory controls proposed for the key planning areas analyzed in Chapter 13.0. These strategies, when implemented, will help realize the Village's vision for its built environment. It should be noted that the proposed use and dimensional standards (maximum building height, floor area ratio, lot coverage) set forth below are intended to serve as general guidelines for any future amendments to the Village Zoning Code.

14.1 REGULATORY CONTROLS

Regulatory controls are the Village's primary tool for implementing its Comprehensive Plan, and the Comprehensive Plan provides the necessary foundation for making regulatory changes. Strengthening land use controls including zoning, subdivision and site plan regulations, is one of the most effective ways that the Village can implement its Comprehensive Plan recommendations.

Zoning

Zoning dictates permitted uses and controls density, scale and design of buildings on a site. Zoning regulations help protect against incompatible land uses, inappropriate development patterns and unrestrained growth. By controlling the character of land use, zoning regulations help achieve predictable results in community character and a high-quality environment.

New York State's zoning enabling statutes require that zoning laws be adopted in accordance with a "well-considered or comprehensive plan." The nexus between the comprehensive plan and zoning is that the comprehensive plan serves as the basis for potential future zoning changes. The recommendations set forth in the foregoing chapters, therefore, provide the policy foundation for the proposed changes to the Village's Zoning Code. Where proposed future land uses are inconsistent with existing zoning, a zoning change is warranted. Moreover, where additional protection against out-of-character development is deemed necessary, recommended amendments to the existing zoning are proposed. Such zoning changes are the next step in the planning process and can occur once the Comprehensive Plan has been adopted by the Board of Trustees.

Figure 14-1 displays Port Chester's Official Zoning Map (April 2011).

14.4 REGULATORY CONTROLS: HIGHER INTENSITY PLANNING ZONES

1. Downtown/Train Station
2. N. and S. Main Street and Abendroth Avenue (west side)
3. Central Waterfront

1. Downtown/Train Station

Existing Zoning

The Downtown/Train Station subarea is currently zoned Central Business, C2. The C2 district allows for a range of retail and commercial/office uses; upper floor multi-family dwellings are permitted by special permit. Maximum allowable building height in the C2 district is 8 stories, or 70 feet.

Although not currently designated in the Village, the Planned Railroad Station Plaza Development (PRSP) district is designed to encourage a full service railroad station plaza, including office buildings, parking facilities for passenger motor vehicles, retail stores and restaurants. Residential uses are not permitted in a PRSP district. The PRSP allows for building heights of up to 235 feet (22 stories) on the west side of the railroad and 45 feet (3 stories) on the east side.

Zoning Recommendations

This Plan proposes to create a new zoning district for the Downtown/Train Station area to achieve to following goals:

- Create opportunities for new residential units targeting singles, young professionals and empty-nesters, including mixed use and transit-oriented development (TOD)
- Preserve the unique architectural character of Downtown Port Chester
- Ensure that new development reflects Downtown's existing built character
- Reinforce Downtown Port Chester as a vibrant, economically prosperous district
- Offset future development pressures in the Village's lower-density residential neighborhoods.

To achieve these goals, the new zoning district would allow for a limited mix of retail, commercial/office and residential uses in the same building or on the same site. The existing maximum building height of 8 stories will be maintained; however, an incentive provision would be included to allow for an additional 2 stories (maximum 120 feet) in exchange for a community provision(s) (e.g. creation of new public open space). New residential uses would be targeted at the single, young professional, and empty nester demographic, and therefore would primarily consist of studio and one-bedroom dwelling units.

To ensure new development will be of a scale and character that is harmonious with Downtown's existing built environment, the new zoning district will include provisions that regulate not only use but urban form. Known as form-based codes, these ordinances contain requirements for building placement, site orientation, and architectural elements such as doors, windows, building expression lines and cornices.

This subarea is one of the three subareas located within the Higher Intensity Planning Zones targeted for a new municipal parking garage, the exact site of which would be determined independent of this Comprehensive Plan.

2. Downtown: N. and S. Main Street and Abendroth Avenue (west side)

Existing Zoning

Abendroth Avenue (west side) is currently zoned Central Business, C2 and Marina Urban Development, MUR. The C2 district allows for a range of retail and commercial/office uses; upper floor multi-family dwellings are permitted by special permit. Maximum allowable building height in the C2 district is 8 stories, or 70 feet. The MUR district is an urban renewal district originally intended to revitalize a neglected area along the waterfront.

The land area bounded by S. Main Street, Boston Post Road, Pearl Street and Westchester Avenue is currently zoned General Commercial, C4 and Marina Urban Development, MUR. The C4 district allows for a range of commercial/office uses and certain light industrial uses; no residential uses are permitted. Maximum allowable building height in the C4 district is 3 stories, or 45 feet.

Zoning Recommendations

This Plan proposes to create a new zoning district along Abendroth Avenue and S. Main Street that will allow for context-sensitive mixed use development. Specifically, the zoning would permit residential uses over ground floor retail, and would *reduce* maximum allowable building heights from 8 stories to 5 stories (4 residential stories over ground floor retail). New residential uses would be targeted at the single, young professional, and empty nester demographic, and therefore would primarily consist of studio and one-bedroom dwelling units.

Rezoning to allow for a mix of uses on Abendroth and S. Main would both strengthen existing uses as well as stimulate the market for future homes and businesses in the Downtown. These dimensional requirements also will provide for a harmonious transition from the higher-density Downtown center to the lower-density character defining the Village's residential neighborhoods and waterfront area.

This subarea is one of the three subareas located within the Higher Intensity Planning Zones targeted for a new municipal parking garage, the exact site of which would be determined independent of this Comprehensive Plan.

3. Central Waterfront

Existing Zoning

The Central Waterfront subarea is currently zoned C2, Central Business and MUR, Marina Urban Redevelopment. The C2 district allows for a range of retail and commercial/office uses; upper floor multi-family dwellings are permitted by special permit. Maximum allowable building height in the C2 district is 8 stories, or 70 feet. The MUR district is an urban renewal district originally intended to revitalize a neglected area along the waterfront.

Zoning Recommendations

This Plan proposes to introduce the DW, Design Waterfront district to the Central Waterfront area to achieve the following goals:

- Foster a pattern of development that enhances community character and revitalizes the Village as a "maritime center."
- Preserve and increase waterfront access and open space
- Enhance visual quality and protect scenic resources
- Foster a dynamic and economically prosperous waterfront consisting of water-dependent and water-enhanced uses.

To achieve these goals, the new DW district would be mapped north of Willet Avenue along the waterfront. This DW district would encourage new "wharf-type" development including retail stores and restaurants, as well as residential uses and would limit maximum building heights to 4 stories (3 residential over ground floor retail), thereby reducing by 4 stories the maximum building height currently allowed under the C2 zone. This dimensional requirement would provide for a harmonious transition from the higher-density Downtown to the waterfront. New residential uses would be targeted at the single, young professional, and empty nester demographic, and therefore would primarily consist of studio and one-bedroom dwelling units. To ensure continuous public waterfront access, the new district would include a provision requiring a minimum 20-foot building setback along the shoreline.

The existing MUR zone would remain. However, consideration should be given to evaluating the future viability of the urban renewal districts in the Village.

This subarea is one of the three subareas located within the Higher Intensity Planning Zones targeted for a new municipal parking garage, the exact site of which would be determined independent of this Comprehensive Plan.

Short Environmental Assessment Form

Short Environmental Assessment Form

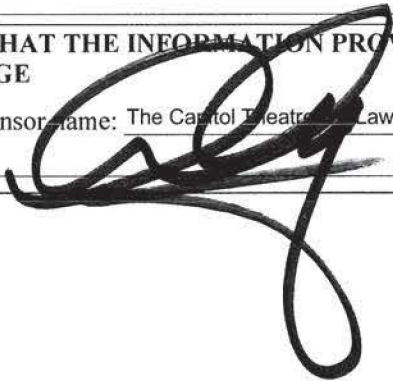
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
The Capitol Theatre, LLC/Capitol Enterprises, Inc. c/o Law Office of Anthony R. Tirone, Esq., P.C.			
Name of Action or Project: Zoning Code Text Amendment to Village of Port Chester Code Section 345-14 (A.) (3)			
Project Location (describe, and attach a location map): C5 Train Station Mixed-Use District, Port Chester, New York 10573			
Brief Description of Proposed Action: The proposed action involves making a zoning code text amendment to Village of Port Chester Code Section 345-14 (A.) (3) to remove off street parking requirements in the C5 Train Station Mixed-Use District			
Name of Applicant or Sponsor: The Capitol Theatre, LLC/Capitol Enterprises, Inc. c/o Law Office of Anthony R. Tirone		Telephone: (914) 686-7007	
Address: 202 Mamaroneck Avenue, Suite 500		E-Mail: arty@artironelaw.com	
City/PO: White Plains		State: New York	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>The Capitol Theatre Law Office of Anthony R. Tirone</u> Date: <u>December 28, 2015</u></p> <p>Signature: </p>		

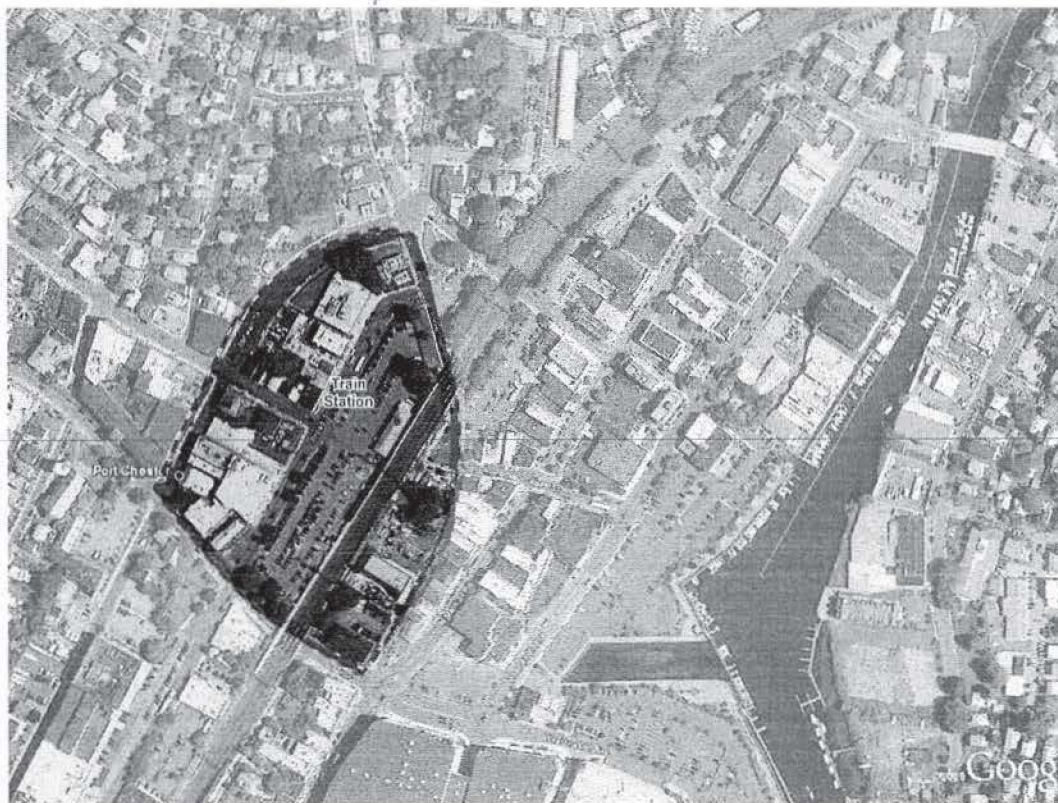
13.4 LAND USE STRATEGIES: HIGHER INTENSITY PLANNING ZONES

As shown of Figure 13.1, the *Higher Intensity Planning Zones* include the following subarea:

1. Downtown/Train Station Area
2. N. and S. Main Street and Abendroth Avenue (west side)
3. Central Waterfront

1. Downtown/Train Station

Figure 13-6
Downtown/Train Station Subarea



Existing Conditions

The Downtown/Train Station subarea is the focal point of Port Chester's downtown retail district, and is generally bounded by N. Pearl Street, King Street and Westchester Avenue, and anchored by the Port Chester Metro-North train station on Broad Street. See Figure 13-6. Downtown Port

The Capitol Theatre, LLC/Capitol Enterprises, Inc.

SEAF Part 1, No. 1 Attachment

December 28, 2015

The intent of the proposed action is to remove statutory off-street parking requirements for the Petitioner and similarly situated entities in the C5 Train Station Mixed-Use District that were adopted in 2009 and amended in 2013 by the Village of Port Chester. The change in parking requirements will reflect current actual parking patterns.

It is anticipated that there would be no environmental resources impacted in the community.



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC
DEVELOPMENT

222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
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Eric Zamft, AICP, Director
Andrea Sherman, Planner
Constance Phillips, Planning Commission Secretary

To: Board of Trustees
From: Eric Zamft, AICP, Director of Planning & Economic Development
cc: Christopher Steers, Village Manager; Tony Cerreto, Village Attorney
Date: April 14, 2016
Re: Capitol Theatre Rezoning Review

Members of the Board,

This memorandum provides a summary of the Department of Planning & Economic Development's review of the Capitol Theatre Rezoning Petition (the "Petition"), submitted by the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the "Applicant").

Background:

On January 4, 2016, the Applicant filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3), with supporting documents requesting that the Board place the matter on the Board's agenda for review and consideration (the "Petition"). The Petition seeks to change restrictions with respect to parking requirements for the C5 Train Station Mixed-Use District contending that this would enhance the viability and growth of businesses located in the downtown business district. At the February 16, 2016 Board meeting, the Board accepted the Petition for consideration and review, referred the matter to the Planning Commission for their review and comments, and declared their intent to be Lead Agency under the New York State Environmental Quality Review Act ("SEQRA"). At the March 21, 2016 Board meeting, the Board declared itself Lead Agency and scheduled a public hearing for April 18, 2016.

When the Petition was first received, staff indicated that since transportation and parking are at the core of the petition from an impact perspective, in order to properly evaluate the requested zoning amendment or undertake the necessary SEQRA review on behalf of the Board, a greater understanding of existing parking conditions within the downtown area, the Applicant's current parking usage, and the potential impact of the Petition beyond the project site on the availability of parking in the downtown area was necessary. To that end, and per the Board's direction, on March 30, 2016, a workshop was held to discuss parking conditions in the downtown and specific to the Capitol Theatre. The workshop included a walking tour. The RBA Group, nationally recognized experts on parking management, led the workshop and remained in the downtown to observe the conditions before, during, and after a show at the Capitol Theatre. The RBA Group returned to observe the conditions on Friday, April 8, 2016, to capture a weekend performance. The RBA Group's observations are included in an April 14, 2016 memorandum. These observations were key to the Department's review of the Petition.

Greg Del Rio from the RBA Group will be present at the April 18, 2016 Board meeting to provide a presentation on Parking Management and to discuss his observations.

Analysis:

- **Consistency with 2012 Village Comprehensive Plan:** The area proposed for rezoning is within the Downtown/Train Station Subarea of the Higher Intensity Planning Zone in the Comprehensive Plan. While the land use strategies for the subarea are not specific to parking, the overall land use theme is to encourage mixed-use and transit-oriented development (TOD). Additionally, the rezoning is consistent with a number of the Comprehensive Plan's more general recommendations, including:
 - *Historic and Cultural Resources Recommendation #2:* Sustain and strengthen the vibrant arts and cultural community that contributes to the economy, education, employment and quality of life throughout the Village.
 - *Historic and Cultural Resources Recommendation #3:* Continue to integrate the arts and entertainment into the Village's economic development activities.
 - *Economic Development Recommendation #1:* Strengthen and expand economic opportunity and the Village's tax base by focusing efforts on retaining and expanding existing businesses and attracting new businesses.
 - *Economic Development Recommendation #3:* Increase Port Chester's retail capture rate by improving the profitability of commercial businesses and recruiting new establishments based on market demand.

As noted in a February 10, 2016 memorandum from this Department, to fully understand the potential future demands of residents and businesses a full parking study would need to occur. As has been discussed at previous Board meetings, the IDA is currently contemplating a Mobility and Parking Management Plan. Such Plan would respond to the following Comprehensive Plan recommendations:

- *Transportation Recommendation #5:* Develop a comprehensive approach to parking that addresses parking needs both in residential neighborhoods and in the Downtown.
 - *Infrastructure Recommendation #7:* Maintain and enhance public infrastructure and services to meet current and future demands of residents and businesses.
- **SEQRA Review:** The Board of Trustees determined that the Amended Petition (the "Proposed Action" in SEQRA terms) is an Unlisted Action. Per 617 and the instructions to filling out the various Short Environmental Assessment Form ("EAF") forms, the Short EAF Part 1 sets the project and setting is the responsibility of an applicant or project sponsor. The Short EAF Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action and is the responsibility of the lead agency. Following that guidance, the Applicant provided a Short EAF Part 1. As the Petition is a zoning

petition on its own, only certain questions within the Short EAF Part 1 are necessary to answer. To that end, the Department of Planning & Economic Development's suggests that the Short EAF Part 1 has been completed sufficiently by the Applicant. Attached please find a draft of a completed Short EAF Part 2, prepared by the Department of Planning & Economic Development. Similar to the Short EAF Part 1, as this is a zoning petition, most of the listed resources are not anticipated to be impacted as a result of the rezoning. The draft EAF Part 2 identifies the following resource that may be impacted by the Petition:

- *5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?*

Next Steps:

After the Board of Trustees opens and then closes the public hearing, should the Board wish to further the Petition, the following steps would need to be taken by the Board:

- **Short EAF Part 3** – Direct the Department of Planning & Development to prepare a draft Short EAF Part 3 for the Board of Trustees' consideration, based upon the above analysis, as well as any comments or testimony received during the public hearing. The Short EAF Part 3 provides the reasons in support of the SEQRA determination of significance.
- **SEQRA Environmental Determination** – Based on the analysis in Short EAF Part 3, the Board of Trustees would then decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient to conclude that the proposed action will not have a significant adverse environmental impact. This would complete the SEQRA process. Based upon the information provided, the Department of Planning & Economic Development does not suggest that an environmental impact statement is necessary.
- **Zoning Determination** – Should the Board determine that the Petition would not have a significant adverse environmental impact, it could then consider the adoption of the proposed zoning amendment.

It should be noted that the Planning Commission tabled the discussion of the Petition at its March 28, 2016 meeting until the parking workshop results were provided. The Planning Commission anticipated discussing the Petition at its April 25, 2016 meeting and providing its comments to the Board. Such comments would be available for the Board's consideration at the next Board meeting on May 2, 2016.

Short EAF Part 2

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Robert P. Astorino
County Executive

County Planning Board

February 29, 2016

Eric Zamft, AICP, Director
Department of Planning & Economic Development
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Subject: **Referral File No. PCH 16-003 — Zoning Text Amendment:
Parking Requirements, Capitol Theater**

Dear Mr. Zamft:

The Westchester County Planning Board has received a copy of a petition to amend the Village Zoning Code to remove off-street parking requirements for entities within the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in this downtown business district.

We have no objection to the Board of Trustees assuming Lead Agency status under the New York State Environmental Quality Review Act.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code and find that there are no County or intermunicipal planning issues of concern to the County Planning Board. This action is a matter for local determination in accordance with your community's planning and zoning policies.

Thank you for the opportunity to comment on this matter.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

Kon
By: 

Edward Buroughs, AICP
Commissioner

EEB/KE

Memorandum

To: Eric Zamft, Director of Planning and Economic Development

From: Greg Del Rio

Date: April 14, 2016

Re: Village of Port Chester – Capitol Theatre Event Parking

This memorandum summarizes parking conditions in downtown Port Chester before and during evenings when an event is occurring at the Capitol Theater. The intent of the observations was to assess existing parking conditions in the downtown area; determine the effect on parking resulting from Capitol Theater events; understand how the parking lots leased and operated by the Capitol Theater are utilized during an event; identify any potential parking management strategies to improve conditions during an event; and determine the effectiveness of the existing parking regulations.

Introduction

This parking assessment was requested by the Village of Port Chester and will support their determination regarding the Capitol Theatre's petition to remove the off-street parking restrictions for cabarets, catering and events establishments and theaters in the C5 Train Station Mixed Use District.

A meeting was held on March 30th with various Village representatives, Capitol Theatre representatives, other stakeholders, and the RBA Group Engineer. The meeting included a discussion of parking issues and conditions during Capitol Theatre events, as well as a brief presentation by RBA to introduce the participants to general Parking Management Strategies for Downtown environments.

The Parking Management presentations provided examples of best practices, and strategies implemented in other similar settings. Progressive parking strategies to manage both parking demand and supply can also reinforce urban design, environmental sustainability, economic revitalization, civic engagement, and public policy. These strategies involve pricing, shared parking concepts, applications of the latest technology, and encouraging alternate modes of transportation. RBA's unique approach to parking management includes the sustainable incremental principles of Reduce, Reuse, Recycle.

- Reduce - parking demand through demand strategies such as enhancement of alternative travel modes, walkability, bicycle infrastructure, transit access, wayfinding, and encouragement of increased vehicle occupancy.

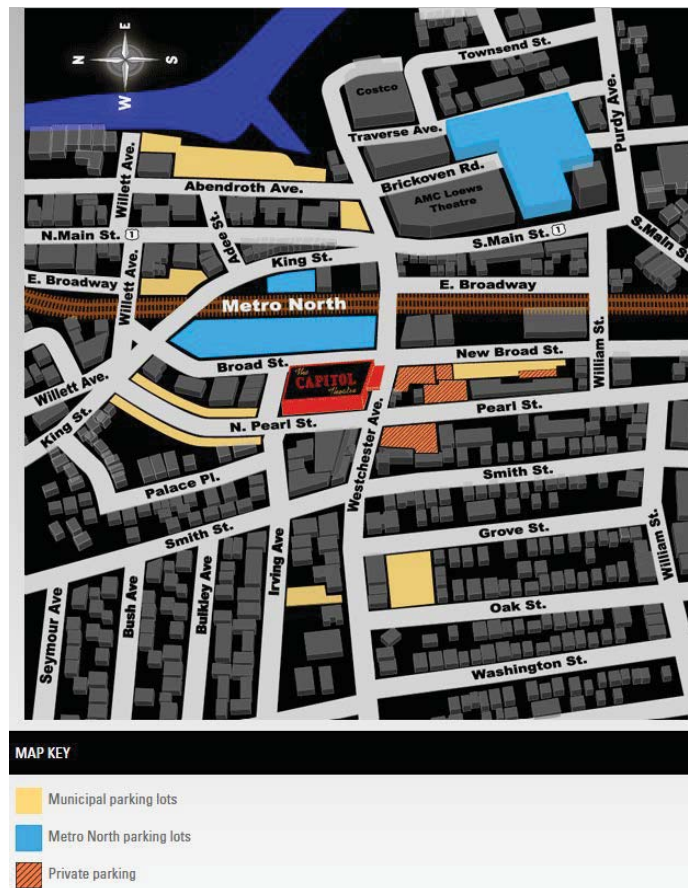
- Reuse - existing parking supply more efficiently through strategies such as regulations, pricing, permits, technology such as smart signs and phone/web applications, zoning, shared-parking, as well as operations.
- Recycle - parking areas to provide additional supply through strategies such as restriping, new surface or structured parking, lifts, valet, and shuttles/remote lots.

Summary of Observations

Observations were conducted during two separate events representing a typical mid-week evening condition and a peak Friday evening condition. The events were Joe Satriani on Wednesday, March 30th, and Lettuce on Friday, April 8th.

Parking conditions were observed for a large area surrounding the Capitol Theater, including Haseco Avenue (Public Library) to the west, private lots along the waterfront to the east (the “Marina Lot”), “Waterfront” Parking Garage to the south, and Highland Street/Mill Street to the north. The study area is shown in the figure below, which is from the Capitol Theatre’s website.

The MTA owns three of the parking areas, all of which have a mix of permit and metered spaces, and unregulated during weekends. The three lots include the main lot west of the tracks off Broad Street, a smaller lot east of the tracks off King Street, and the second floor of the “Waterfront” Parking Garage.



All public parking spaces west of Main Street and on Main Street (on-street and off-street) have uni-meter pay-stations, with payment required until 9pm. Spaces east of Main Street are free. The 2nd floor of “The Waterfront at Port Chester” parking garage is operated by the LAZ Parking under contract to the MTA, and available for general parking at metered spaces. While the Capitol Theater website states these spaces are free after 4:30pm weekdays, the signs at the pay-stations indicate parking is only free on weekends and holidays.



“Joe Satriani” on Wednesday, March 30th

Overview: There was available parking throughout the surrounding area during the course of observations from 6pm through 9pm.

- The MNR Lot was close to full at 6pm, but spaces emptied during the course of the night, with more than half available after 9pm. The metered spaces were full by 9pm with little turnover after 8:30pm, but consistently turned-over prior as the evening progressed from commuters leaving to evening patrons/visitors arriving.
- The same effect was observed at the metered spaces along New Broad Street and King Street among other block faces such as Irving Avenue, with several available spaces at each of these location at 9pm, except New Broad Street, which was full by 8:30pm.
- Oak Street Lot was about a third utilized.
- Irving Street Lot was close to full (though most appeared due to T&J’s Italian Restaurant).
- East of Main Street, the Marina Lot was full most of the night, Costco had ample spaces available, and the 2nd floor of the garage had less than 100 cars after 7pm.
- Pedestrians were observed walking for Main Street, as well as parking south of Main Street during the course of the evening, indicating that a fair portion of Theater patrons are visiting the area restaurants, and/or using available free parking east of Main Street.
- The three lots operated by the Capitol Theater all had available spaces, with a total of about 60 total vehicles parked at 9pm. *(Note: the New Broad Street lot has approximately 40 spaces, and many were filled prior to 6pm. Some cars were observed leaving over the course of the night. So it is unclear what portion of the demand is related to the Capitol Theater).*

“Lettuce” on Friday, April 8th

Overview: Parking demands were noticeably greater during the Friday evening peak than mid-week. There was less available parking throughout the surrounding area during the course of observations from 6pm through 9pm than during a weekday, however there were available spaces at most lots and some blocks curbside, except for a brief period from approximately 8:30 to 9:00pm.

- The MNR Lot was close to full at 6pm, became about half empty by 7pm, then backfilled close to capacity during the course of the night with about 20 spaces available at 9pm. The metered spaces were full by 9pm, but consistently turned-over as the evening progressed from commuters leaving to evening visitors arriving. In addition to Theatre patrons, a fair portion of the MNR demand appeared related to the Heartland Brewery.
- The same effect was observed at the metered spaces along New Broad Street and King Street among other block faces. Most of these spaces were full between 8 and 9pm, but some started to become available after 9pm. Presumably these are restaurant patrons beginning to leave the downtown. Once again, Irving Street spaces west of Poningo Street remained underutilized.
- Oak Street Lot was about a half utilized, and Irving Street Lot was close to full (though again, most appeared due to T&J’s Italian Restaurant).
- East of Main Street, the Marina Lot was full most of the night, Costco had ample spaces available, and the 2nd floor of the garage had no more than 150 cars after 7pm. *The cars parked on the second floor did not appear to turn over significantly during observations, indicating that Theatre patrons may not be finding this option.*
- Pedestrians were observed walking for Main Street, as well as parking south of Main Street during the course of the evening, indicating that a fair portion of Theater patrons are visiting the area restaurants, and/or using available free parking east of Main Street.
- The three lots operated by the Capitol Theater all had available spaces, with a total of about 82 total vehicles parked at 9pm. *(Note: the New Broad Street lot has approximately 40 spaces, and many were filled prior to 6pm. Some cars were observed leaving over the course of the night. Again, it is unclear what portion of the demand is related to Capitol Theatre, though apparent that demand was higher than midweek evenings).*



Capitol Theater Leased and Operated Lots During Events

The Capitol Theater leases three parking lots within a block walk of the Theater. They are attended by a vendor who operates the lots during events, and charges \$20 per vehicle. The following reflects supply and demand on the Friday evening peak at 9:00 pm.

	Capacity (Striped)	Utilization (Peak at 9pm)
1- New Broad St Lot	40	40
2 – Neri’s Lot	41	15
3 – Church Lot	36	27
Total	117	82

Findings

During mid-week events, it appears there is generally ample parking available throughout the study area. If the three leased parking lots were not included in the parking supply, the remaining public and private parking supply throughout the study area would provide enough capacity to accommodate the demand (roughly 60 spaces) and still have some reserve capacity.

Peak Friday evening events experience greater overall demands, generally due to the restaurant and pub patrons. The Theater-operated parking lots also experienced greater demands (roughly 80 spaces), and it is likely that some impact and inconvenience would be experienced throughout the study area, particularly west of Main Street, if these lots were not available.

Spaces east of Main Street remained underutilized during both events, except for the Marina Lot.

The Neri’s Bakery Lot, which is leased by the Theater, was underutilized with about 15 cars parked during both events.

Based upon these observations, even if all three leased lots were removed as options, during a mid-week event it would be anticipated that there would still be enough capacity in the study area to accommodate event demand. The same, however, would not be true for a weekend event, especially the more popular acts. There is reliance on the lots to provide capacity necessary to accommodate popular weekend events.

Recommendations

Encourage Capitol Theater/Garcias’s employees to park east of Main Street or other remote parking areas.

Consider “Event Wayfinding Signs” to direct to “The Waterfront at Port Chester” parking garage, 2nd Floor. This is typically provided as part of the Parking Management plan implemented by the

Venue. The schematic plan is developed for implementation, and reviewed by the local municipality, including Police Department. The schematic Plan shows sign type and content (wording, arrows), sign location, and time period for display. They typically direct vehicles arriving from the major access routes, such as the interstate system.

Edit the Capitol Theater's website parking page to include flow arrows to/from parking lots for vehicles and pedestrians.

Consider limiting the need for the leased parking on an event-by-event basis. The elimination of the Neri's Bakery Lot is not anticipated to have a significant impact on most nights. (Note: discussion with valet operator indicated some peak events, such as Phil Lesh, do experience greater demands).



Gregg Gregory, Chairman

Village of Port Chester Planning Commission

Anthony Baxter
Peter Coperine
Ciro Cuono
Joseph Montesano
Christopher Summa
Michael Scarola

To: Board of Trustees
From: Planning Commission
Date: April 26, 2016
Re: Capitol Theatre Zoning Petition

The petition by Capitol Theatre, LLC/Capitol Enterprises, Inc. (the “Applicant”) for a zoning text amendment to Chapter 345 of the Village Code to remove the off-street parking requirements for cabarets, catering and events establishments, and theaters in the C5 Train Station Mixed Use District (the “Petition”) was referred to the Planning Commission on February 16, 2016.

At the March 28, 2016 Planning Commission meeting, we discussed the Petition and stated that we would reserve comment until the results of the March 30, 2016 parking workshop were available. A representative from the Planning Commission attended the parking workshop. At the April 25, 2016 Planning Commission meeting, we discussed the Petition, the parking workshop, the memorandum prepared by the RBA Group, and the Board of Trustees’ April 18, 2016 public hearing. Based upon that discussion and the information that is before us, we offer the following comments for your consideration:

- There appears to be areas of underutilized parking in the Village, but people are unaware of the locations or the availability
- Although people desire to park close to their destination, many will park more remotely where parking is priced lower or free
- In general, with regards to downtown Port Chester, there is a need for additional, more prominent, and better designed signage and wayfinding to available parking
- Therefore, the Planning Commission suggests that as part of the Board of Trustees’ consideration of the Petition, the Applicant should develop a coherent signage plan and strategy to help direct patrons to and from events
- In addition, the Planning Commission suggests that six months or one year in the future, the traffic and parking conditions be re-affirmed to ensure that traffic and parking impacts did not occur

Respectfully,
Gregg Gregory
Planning Commission Chairman

cc: C. Steers
T. Cerreto
E. Zamft
C. Phillips

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Proposed Action involves making a zoning code text amendment to Village of Port Chester Code Section 345-14(A)(3) to remove the off-street parking requirements for cabarets, catering and events establishments and theaters in the C5 Train Station Mixed Use District. The Board of Trustees has been established as the Lead Agency for this matter.

In order to evaluate the potential impact on traffic and parking conditions, the Village held a parking workshop to discuss the Proposed Action and retained a consultant to lead the workshop and observe conditions on the days of a weekday and weekend event at the Capitol Theatre. Although the workshop and observations did not indicate that there would be a "moderate to large impact" as a result of the Proposed Action, the Applicant proposes to implement the recommendations of the April 14, 2016 memorandum from the RBA Group as measures to avoid or reduce impacts. Namely:

1. Encourage employees to park in locations further removed from the Capitol Theatre
2. Provide or fund "wayfinding"/directional signage that conforms to Village signage standards to be placed in strategic locations in the Village
3. Edit the Capitol Theatre's website parking page to include flow arrows to/from parking lots for vehicles and pedestrians
4. Consider limiting the need for the leased parking areas on an event-by-event basis

Given that the petition is for a rezoning, the proposed mitigation measures, and based on the Board's review of the Short Environmental Assessment Form (“EAF”) Parts 1 and 2, comments from the Planning Commission, a letter from Westchester County Planning, the Department of Planning & Economic Development’s memorandum, a memorandum from the RBA Group, and comments received at the public hearing, the Proposed Action is not expected to result in any significant adverse environmental impacts that would rise to the level of significance required for a Positive Declaration.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Port Chester Board of Trustees <hr/> Name of Lead Agency	May 2, 2016 <hr/> Date
Dennis Pilla <hr/> Print or Type Name of Responsible Officer in Lead Agency	Mayor <hr/> Title of Responsible Officer
<hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

LOCAL LAW NO. I- of 2016

A LOCAL LAW AMENDING TEXT OF CHAPTER 345 OF THE VILLAGE CODE TO REMOVE THE PARKING REQUIREMENTS FOR CABARETS, CATERING AND EVENTS ESTABLISHMENTS AND THEATERS IN THE C5 TRAIN STATION MIXED-USE DISTRICT

Be it enacted by the Board of Trustees of the Village of Port Chester, New York as follows:

SECTION 1: The Code of the Village of Port Chester, Chapter 345, Article IV, 345-14(A)(3) is hereby amended as follows:

Requirements for off-street parking facilities shall be applicable in all districts except the Central Business District. which district shall be defined as all lands located in the C2 Main Street Business District, the C5 Train Station Mixed- Use District, and the C5T Downtown Mixed-Use Transitional District (except that cabarets, catering and events establishments and theaters located in the C2 Main Street Business District [, the C5 Train Station Mixed-Use District,] and the C5T Downtown Mixed-Use Transitional District shall provide off-street parking according to the requirements applicable to those uses.)

SECTION 2: Severability

If any provision of this local law is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue to be in full force and effect.

SECTION 3: Effective Date

This local law shall take effect immediately as provided by law upon due publication and filing with the Secretary of State.

[Brackets] denote wording to be DELETED.

Underlined denote wording to be ADDED

RESOLUTION

ADOPT A NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH REGARD TO THE PETITION OF CAPITOL THEATRE LLC/CAPITOL ENTERPRISES, INC.

On motion of Trustee _____, seconded by Trustee _____,

the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the “Applicant”) duly filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A)(3), with supporting documents requesting that the Board place the matter on the Board’s agenda for review and consideration (herein referred to as the “Petition”); and

WHEREAS, the Petition seeks to change restrictions with respect to parking requirements for the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business district; and

WHEREAS, at a duly noticed meeting on February 16, 2016, the Board accepted the Petition for consideration and review, referred the matter to the Planning Commission for their review and comments, found that the Proposed Action is an Unlisted Action pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and the regulations at 6 NYCRR Part 617, and noticed its intent to serve as Lead Agency for the purposes of a coordinated review to interested and involved agencies; and

WHEREAS, all involved agencies advised that they did not object to the Board’s designation as Lead Agency or more than 30 days had elapsed since notification of the Board’s notice of intent; and

WHEREAS, at a duly noticed meeting on March 21, 2016, the Board declared itself as Lead Agency under SEQRA and scheduled a public hearing for April 18, 2016; and

WHEREAS, a parking workshop, led by the RBA Group, was held to discuss the Petition and the potential impact to parking and transportation in the downtown area;

WHEREAS, the RBA Group prepared a memorandum on April 14, 2016 summarizing the workshop and their observations of parking conditions on the day of an event (the “RBA Memorandum”);

WHEREAS, the Board held a public hearing on the Petition on April 18, 2016; and

WHEREAS, the Planning Commission discussed the Petition and the RBA Memorandum at its April 25, 2016 meeting and provided comments, as encapsulated in the April 25, 2016 correspondence; and

WHEREAS, the Applicant has proposed measures to help avoid or reduce impacts, as recommended in the RBA Memorandum;

WHEREAS, with the proposed measures, staff recommends that the Board of Trustees adopt a determination that the Proposed Action would not have a significant adverse environmental impact; and

WHEREAS, the Board has reviewed and carefully considered the EAF Parts 1, 2, and 3, board and public comments, RBA memorandum, and the recommendations of its staff.

NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees hereby determines that the Proposed Action will not have a significant adverse impact on the environment for the reasons set forth in the accompanying Negative Declaration, which is incorporated hereto and made a part hereof; and be it further

RESOLVED, that the Village Clerk is directed to undertake all filings and service of this Resolution pursuant to the regulations governing SEQRA at 6 NYCRR 617.12.

Approved as to Form:

Village Attorney, Anthony Cerreto

RESOLUTION

ADOPTING LOCAL LAW NO. I- OF 2016 AMENDING TEXT OF CHAPTER 345 OF THE VILLAGE CODE TO REMOVE THE PARKING REQUIREMENTS FOR CABARETS, CATERING AND EVENTS ESTABLISHMENTS AND THEATERS IN THE C5 TRAIN STATION MIXED-USE DISTRICT

On motion of Trustee _____, seconded by Trustee _____,

the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, on January 4, 2016 the Capitol Theatre, LLC/Capitol Enterprises, Inc. (the “Applicant”) duly filed a petition for a proposed zoning text amendment to the Village Code, Chapter 345, which seeks to modify Section 345-14(A) (3), with supporting documents requesting that the Board place the matter on the Board’s agenda for review and consideration (herein referred to as the “Petition”); and

WHEREAS, the Petition seeks to remove the off-street parking requirements for cabarets, catering event establishments and theaters in the C5 Train Station Mixed-Use District in order to enhance the viability and growth of businesses located in the downtown business area; and

WHEREAS; on April 18, 2016, the Board held a public hearing on the zoning amendment; and

WHEREAS, on April 25, 2016, the Planning Commission discussed the Petition and provided correspondence of review and comment to the Board of Trustees; and

WHEREAS, the Board has determined that the Proposed Action will not have a significant adverse impact on the environment.

NOW, THEREFORE, be it

RESOLVED, by the Village of Port Chester Board of Trustees that Local Law No. _ of 2016, is hereby enacted so as to remove the off-street parking requirements for cabarets, catering and events establishments and theaters in the C5 Train Station Mixed Use District.

Approved as to Form:

Village Attorney, Anthony Cerreto



VILLAGE OF
PORT CHESTER
222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Planning and Development Department
Department: Office of the Village Attorney

BOT Meeting Date: 5/2/2016

Item Type: Resolution

Sponsor's Name:	Anthony Cerreto, Village Attorney
Sponsor's Name:	Eric Zamft, Director of Planning & Economic Development

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
			Redeveloping the United Hospital Site		
	Yes	No			
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

Agenda Heading Title
(Will appear as indicated below on Agenda)

Starwood/United Hospital: Receiving of Preliminary Final Environmental Impact Statement and Proposed Revised Zoning, Referral to the Planning Commission and Westchester County Planning Board, and Scheduling of a Public Hearing

Summary

The Board of Trustees serves as the Lead Agency under the State Environmental Quality Review Act (SEQRA) for PC 406 BPR LLC and PC 999 High Street Corp.'s (the "Applicant") proposal to redevelop the United Hospital site (the "Proposal").

The Proposal includes and is predicated upon changing the current PMU Planned Mixed Use Zoning on the Site. Initially, the Applicant proposed two potential zoning options:

- 1) The creation of a Southern Gateway Mixed Use Overlay Zoning District (the “Overlay District”), which would include land area beyond the Project Site (i.e., the Kohl’s Shopping Center) and included design guidelines, review criteria, and density bonus provisions that would allow a maximum of a Floor Area Ratio (“FAR”) of 1.7;
- 2) Revise the existing PMU District, with the significant change being to allow for an as of right FAR of 1.6 compared to the current 0.8, without the need for a density bonus. This second option was limited to the Project Site alone (the “Initial Proposed Amendments to the PMU District”).

The Board accepted as complete the Draft Environmental Impact Statement (“DEIS”) for the Proposal on July 20, 2015 and held public hearing on the DEIS (and both the Overlay District and Initial Proposed Amendments to the PMU District) on August 27, 2015 and September 8, 2015.

On April 27, 2016, the Applicant submitted a preliminary Final Environmental Impact Statement (“pFEIS”) and Proposed Amendments to the PMU District (“Proposed Revised Zoning”) for the Board’s consideration. The pFEIS and Proposed Revised Zoning are intended by the Applicant to reflect the comments received during the DEIS public hearing, comment period, preliminary review by Village staff and its consultants, and the discussions at the two special workshops held: April 6, 2016 on traffic and April 26, 2016 on economics/zoning. The pFEIS has been submitted as a working document in order to receive further input from the Village, staff, consultants, and the public prior to accepting it as complete.

The Proposed Revised Zoning is different than Initial Proposed Amendments to the PMU District. Due to these material changes the Proposed Revised Zoning must be referred to the Planning Commission and the Westchester County Board for their review and recommendation. For the same reason, although a public hearing was held on the Initial Proposed Amendments to the PMU District in conjunction with the public hearing on the DEIS, a new public hearing is required for the Proposed Revised Zoning.

In order to facilitate that review, the Board will need to do four things:

1. Formally acknowledge receipt of the pFEIS and Proposed Revised Zoning
2. Refer the matter to the Planning Commission for their review and recommendation
3. Refer the matter to the Westchester County Planning Board for their review
4. Set a public hearing on the pFEIS and Proposed Revised Zoning

Acting on these four matters would not involve any approval or adoption of the Proposed Revised Zoning, the pFEIS, or its components by the Board. Such actions would be later in the process and Village staff and Special Counsel will provide any necessary direction to the Board at the appropriate time.

Therefore, should the Board wish to proceed, the attached resolution undertakes the following actions:

1. Receives the Preliminary Environmental Impact Statement and Proposed Zoning
2. Refers the Proposed Zoning to the Planning Commission
3. Refers the Proposed Zoning to the Westchester County Planning Board
4. Schedules a Public Hearing on the pFEIS and Proposed Revised Zoning for May 24, 2016

Attachments
None

RESOLUTION

ACKNOWLEDGING RECEIPT OF A PRELIMINARY FINAL ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPOSED REDEVELOPMENT OF THE UNITED HOSPITAL SITE, REFERRAL TO THE PLANNING COMMISSION AND WESTCHESTER COUNTY PLANNING BOARD, AND SETTING A PUBLIC HEARING ON THE PRELIMINARY FINAL ENVIRONMENTAL IMPACT STATEMENT AND PROPOSED REVISED ZONING

On motion of Trustee _____, seconded by Trustee _____,

the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, on April 21, 2014, the Board of Trustees (herein referred to as “Board”) adopted a resolution accepting the petition of PC406 BPR, LLC and PC 999 High Street Corp. (together the “Applicant”) for consideration of proposed zoning text and map amendments to the Village Code, Chapter 345 relating to a proposed Southern Gateway Mixed Use Overlay District or, in the alternative, to a text amendment modifying Article XI of the existing Zoning Regulation, Section 345-62, with respect to 406-408 Boston Post Road and 999 High Street (the “Subject Property”); and

WHEREAS, the Applicant seeks to develop the Subject Property for a mixed multi-family residential and commercial use development (the proposed zoning amendments and development are, collectively, the “Proposed Action”); and

WHEREAS, the Board of Trustees is the designated Lead Agency under the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Village Board determined that the Proposed Action is a Type I Action pursuant to the SEQRA and the regulations at 6 NYCRR Part 617 and issued a Positive Declaration that the Proposed Action may have a significant impact on the environmental, and required the Applicant to prepare an Environmental Impact Statement (EIS); and

WHEREAS, the Board accepted as complete the Draft Environmental Impact Statement (“DEIS”) on July 20, 2015; and

WHEREAS, public hearings were held on the DEIS on August 27, 2015 and September 8, 2015; and

WHEREAS, the comment period for the DEIS ended on September 25, 2015; and

WHEREAS, the Board held a public workshop specific to traffic on April 6, 2016; and

WHEREAS, the Board held a public workshop specific to the economic evaluation and zoning on April 26, 2016; and

WHEREAS, the Applicant has prepared a preliminary Final Environmental Impact Statement (“pFEIS”), which includes additional revisions to the PMU Zoning District (“Proposed Revised Zoning”);

NOW, THEREFORE, be it

RESOLVED, that the Village of Port Chester Board of Trustees acknowledges receipt of the pFEIS and proposed zoning; and be it further

RESOLVED, that the Board of Trustees refers the proposed zoning to the Planning Commission pursuant to §345-34D for review and comment in accordance with of the Village Zoning Code; and be it further

RESOLVED, that the Board of Trustees refers the proposed zoning to the Westchester County Planning Board pursuant to §345-34H for review and comment in accordance with of the Village Zoning Code; and be it further

RESOLVED, that the Board of Trustees sets a public hearing on the pFEIS and Proposed Revised Zoning on May 24, 2016 at 6:00 P.M. or shortly thereafter at the Village of Port Chester Senior Center, 222 Grace Church Street, Port Chester NY 10573.

Approved as to Form:

Village Attorney, Anthony Cerreto



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

RES - 05
BOT 5-2-2016

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 5/2/2016

Item Type: Resolution

Sponsor's Name: Mayor Pilla

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			Strategic Plan Priority Area		
Account #:					
	Yes	No	N/A		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

Agenda Heading Title
(Will appear on the Agenda as indicated below)

Re-appointment of Gerald Donahue to the Parks Commission

Summary

Background:

Mr. Donahue requests re-appointment to the Parks Commission

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

RESOLUTION

**REAPPOINTMENT OF MEMBER OF THE
PARKS COMMISSION**

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following motion was adopted by the Board of Trustees of the Village of Port Chester, New York:

RESOLVED, GERALD DONAHUE, residing in Port Chester, New York, be and he hereby is reappointed a member of the Port Chester PARKS COMMISSION, effective immediately, and to expire December 31, 2020.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees.

NOES: None.

ABSENT:

DATE: May 2, 2016



Downtown Revitalization Initiative



Office of Planning and Development



Homes and Community Renewal



DOWNTOWN REVITALIZATION INITIATIVE

Description

The Downtown Revitalization Initiative (DRI) will invest \$10 million in each of 10 communities ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families. The program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs).

Cesar A. Perales has been designated Chairman to lead the initiative. Private sector experts and planners from the Department of State (DOS), with support from other state agencies, will assist selected municipalities in building strategic investment plans and identifying key projects consistent with the DRI's program goals.

Downtown Identification

Each REDC will nominate one downtown in their region best positioned to take advantage of the DRI. The REDCs will use a [template](#) to nominate downtowns by June 30, 2016. The REDC may utilize an existing subcommittee or form a specific subcommittee to advance this project. The REDC may gather public input on downtowns under consideration.

REDCs will weigh, at a minimum, the criteria below when nominating downtowns:

- 1) Downtowns should be compact, with well-defined boundaries. There is no minimum or maximum size for downtowns. Downtowns can range from a corridor or block(s) of a neighborhood to the municipality's traditional central business district. However, core neighborhoods beyond the central business district are also eligible. For example, an arts or entertainment district could be the focus of the DRI, however, it should be shown how these areas complement existing downtowns.
- 2) The municipality, or the downtown's catchment area, should be of a size sufficient to support a vibrant, year-round downtown. In analyzing this, REDCs should consider whether there is a sizeable existing or increasing population within easy reach for whom this would be the primary downtown destination.
- 3) Downtowns should be selected that are able to capitalize on prior, or catalyze future, private and public investment in the neighborhood and its surrounding areas. When evaluating a downtown for nomination, the REDCs should consider:
 - The presence of nearby investments planned or undertaken through the REDCs or with other public or private funding;
 - Continuity with the REDC's previously articulated vision for the area/region and consistency with recent planning efforts for the area;
 - The existence of developable properties within the downtown, including properties that can be utilized for affordable housing;

- The growth potential and community involvement of anchor institutions in or near the downtown;
 - The municipality's current investment commitment to the downtown, including through business improvement districts or partnerships with non-profits;
 - The ability of existing infrastructure to support development of the downtown, and the potential to maximize recent infrastructure upgrades;
 - Application of Smart Growth principles; and
 - Investments in arts and cultural institutions and activities.
- 4) A crucial part of the selection of a downtown is the recent or impending job growth within, or in close proximity to, the downtown. The attraction of professionals to an active life in the downtown will support redevelopment and make growth sustainable in the long-term. In evaluating job growth near the downtown, REDCs should consider:
- The presence of major job-creating projects and initiatives near the downtown;
 - The existence of new and expanding employers;
 - Whether new and existing jobs are accessible from the downtown by foot or via public transit; and
 - The diversity in area job opportunities, with different salaries/entry levels and potential for mobility between jobs.
- 5) The downtown must be an attractive and livable community for diverse populations of all ages, including millennials and skilled workers. In evaluating this, REDCs should consider whether the downtown contains, or could contain, the following physical properties and characteristics:
- Developable mixed-use spaces;
 - Housing at different levels of affordability and type;
 - Commercial and retail main street businesses, including healthy and affordable food markets;
 - Multi-modal transit;
 - Walkability and bikeability, within the downtown and connecting the downtown to surrounding open space networks and regional destinations;
 - Accessible recreation amenities, parks and gathering spaces;
 - Access to health care facilities;
 - Cultural and entertainment amenities; and
 - Broadband accessibility.
- 6) The downtown should already embrace or have the ability to create and implement policies that increase livability and quality of life, including through:
- Downtown plans;
 - Modern zoning and parking standards;
 - Management structure, such as a Downtown Manager or Downtown Business Improvement District;
 - Complete Streets plans and laws;
 - Transit-oriented development;
 - Land banks;
 - Energy-efficiency;
 - Smart Cities innovation; and
 - An inclusive environment for New Americans.

- 7) Downtowns must have sufficient local community and public official support in order to develop and implement their strategic investment plan. Local leaders and stakeholders who are committed to working together on a plan and the initial local lead should be identified.

Strategic Investment Plans

DOS will rapidly launch the DRI Fast Track Planning Initiative in July 2016 following certification of 10 downtowns. The communities will enjoy technical support from both state and private sector planning experts and a locally established committee. Private sector planning experts will be paid out of the \$10 million awards (up to \$300,000 per community), with the remainder of the award utilized to implement the plan. For downtowns that identify a need for healthy and affordable food markets, up to \$500,000 of implementation funding will be available statewide for projects that are consistent with the Healthy Food/Healthy Communities Initiative.

The strategic investment plans will examine local assets and opportunities to build a vision for revitalization unique to that downtown. The plans will include identification of economic development, transportation, housing, and community projects that align with that vision and can be leveraged for additional investment.

Work on the strategic investment plans will be overseen by a local DRI Planning Committee. This committee should include representatives from a number of the following interest groups and organizations:

- The REDC for the municipality's region;
- Local and regional government officials;
- Neighborhood associations, homeowners, and renters;
- Property owners, local developers, and realtors;
- Chambers of commerce, local business associations, and business owners;
- Community foundations and community loan funds;
- Local development corporations, housing corporations, Industrial Development Agencies, and business improvement districts;
- Cultural institutions, including museums, historic sites, theaters, etc.;
- Educational institutions, including administrative and student leadership of area universities and colleges;
- Local non-profit and advocacy organizations that address quality of life (i.e. bicycle coalitions, park conservancies, arts organizations, YMCA, etc.);
- Social and public service organizations (local police, health care providers, etc.); and
- Faith-based organizations.

While strategic investment plans will be individualized to ensure sustainable growth in each unique downtown, fundamental goals include:

- 1) Creation of an active, desirable downtown with a strong sense of place;
- 2) Attraction of new businesses (including "Main Street" businesses), high-paying jobs, and skilled workers;
- 3) Arts and cultural attractions;
- 4) A diverse population, with residents and workers supported by complementary housing and employment opportunities;
- 5) An enhanced local property tax base; and
- 6) Amenities to support and enhance downtown living and quality of life.

Strategic investment plans will also consider, as appropriate for each community, the municipality's ability to create or improve these elements of the selected downtown, through policies as well as specific projects:

- Proximity and accessibility to daily destinations - particularly jobs and different housing types;
- Density in the downtown - compact zoning and building;
- Diversity in land uses and a zoning code enabling a mix of uses;
- Transit-oriented development with access to reliable public transit (within ½ mile of the downtown);
- Walkability/bikeability;
- Sustainable, energy-efficient development that aligns with the goals of the State Energy Plan;
- Smart Cities innovations that lower local government costs while improving municipal service delivery;
- Presence of and collaboration with anchor institutions in or near the downtown;
- Existence of healthy and affordable food markets;
- Accessible parks, public gathering spaces, and entertainment amenities;
- Inclusiveness of New Americans; and
- Demonstrations of support from key stakeholders and local capacity for implementation.

DOWNTOWN REVITALIZATION INITIATIVE – DOWNTOWN TEMPLATE
CLICK [HERE](#) FOR A FORM FILLABLE VERSION OF THIS DOCUMENT

THIS TEMPLATE IS PROVIDED AS GENERAL GUIDANCE AND THE MINIMUM CRITERIA NECESSARY FOR THE REDCS TO EVALUATE AND SELECT A DOWNTOWN NEIGHBORHOOD. INDIVIDUAL REDCS MAY REQUEST ADDITIONAL INFORMATION AS PART OF THEIR SELECTION PROCESS. PLEASE CHECK YOUR SPECIFIC REGIONAL COUNCILS WEBSITE FOR ADDITIONAL CRITERIA. WWW.REGIONALCOUNCILS.NY.GOV

BASIC INFORMATION

Regional Economic Development Council (REDC) Region: Click here to enter text.

Municipality Name: Click here to enter text.

Downtown Name: Click here to enter text.

County: Click here to enter text.

Downtown Description - Provide an overview of the downtown and summarize the rationale behind nominating this downtown for a Downtown Revitalization Initiative (DRI) award):

Click here to enter text.

DOWNTOWN IDENTIFICATION

This section should be filled out with reference to the criteria set forth in the DRI Guidelines.

1) Boundaries of the Downtown Neighborhood. Detail the boundaries of the targeted neighborhood, keeping in mind that there is no minimum or maximum size, but that the neighborhood should be compact and well-defined. Core neighborhoods beyond a traditional downtown or central business district are eligible, if they can meet other criteria making them ripe for investment.

Click here to enter text.

2) Size. Outline why the downtown, or its catchment area, is of a size sufficient to support a vibrant, year-round downtown, with consideration of whether there is a sizeable existing, or increasing, population within easy reach for whom this would be the primary downtown.

Click here to enter text.

3) Past Investments & Future Investment Potential. Describe how this downtown will be able to capitalize on prior, and catalyze future, private and public investment in the neighborhood and its surrounding areas.

Click here to enter text.

- 4) **Job Growth.** Describe how recent or impending job growth within, or in close proximity to, the downtown will attract professionals to an active life in the downtown, support redevelopment, and make growth sustainable in the long-term.

[Click here to enter text.](#)

- 5) **Attractiveness of the Downtown.** Identify the properties or characteristics the downtown possesses that contribute or could contribute, if enhanced, to the attractiveness and livability of the downtown. Consider, for example, the presence of developable mixed-use spaces, housing at different levels of affordability and type, healthy and affordable food markets, walkability and bikeability, and public parks and gathering spaces.

[Click here to enter text.](#)

- 6) **Policies to Enhance Quality of Life.** Articulate the policies in place that increase the livability and quality of life of the downtown. Examples include the use of local land banks, modern zoning codes, complete streets plans, or transit-oriented development. If policies achieving this goal are not currently in place, describe the ability of the municipality to create and implement such policies.

[Click here to enter text.](#)

- 7) **Local Support.** Set forth the local and community support that exists for the revitalization of this downtown and the commitment among local leaders and stakeholders to building and implementing a strategic investment plan. Identify an initial local lead for the program that will work with outside experts to convene a local DRI Planning Committee to oversee the plan.

[Click here to enter text.](#)

- 8) **Other.** Provide any other information that informed the nomination of this downtown for a DRI award.

[Click here to enter text.](#)



A Division of Empire State Development



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & ECONOMIC
DEVELOPMENT

DISC - 02
BOT 5-2-2016

222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.939-2733

Eric Zamft, AICP, Director
Andrea Sherman, Assistant Planner
Constance Phillips, Planning Commission Secretary

MEMORANDUM

From: Department of Planning & Economic Development
To: Village Manager
Date: May 2, 2016
RE: Department Research on Microbreweries and Micro-Alcohol Establishments

“Craft breweries are a significant sector in our agricultural and tourism industries, and when they do well, our economy does well. I encourage New Yorkers to sample all of what our craft brewers have to offer.” – Governor Andrew M. Cuomo

The Department of Planning & Economic Development has received a number of inquiries on the possibility of opening up non-bar, alcohol-related establishments within the Village. The memorandum serves to begin the discussion of potentially accommodating different types of alcohol-related uses within the Village.

Microbreweries, nanobreweries, tasting rooms, and micro-alcohol production are a growing trend, as will be presented below. However, Port Chester’s Zoning Code lacks the provisions for these types of uses – uses that encompass production, consumption, and/or sale or alcoholic beverages – and does not allow production and consumption to coexist in the same location and does not permit alcohol production in Downtown.

Much of the information provided in the memorandum is based upon a Planning Advisory Service briefing (a service of the American Planning Association) on the topic. The Planning Advisory Service briefing is attached for further background.

Background

For decades, cities did not differentiate alcohol production by size/volume. This was primarily because, post-prohibition, there were relatively few producers and many were larger macro-scale facilities that clearly belonged in industrial areas. Many communities, including Port Chester, as will be discussed below, have historically regulated breweries this way. This was further exacerbated by consolidation during the early 20th Century. Beginning in the early 1980s, however, there was resurgence in small-scale alcohol production linked to local identity and artistic approaches to alcohol production. This was initially limited to brewing of beer and ale (microbreweries), but increases are now being seen with micro-scale distilling and wine making.

In November, 2014, Governor Cuomo signed the Craft New York Act and designated \$3 million in funds to promote New York's alcoholic beverage producers. The Law reduces producers' requirements and restrictions in an effort to develop the craft beverage industry within the state. Under this provision, producers can legally conduct tastings and serve "by the bottle" and "by the glass." Further, farm distilleries that use New York grown production inputs can increase retail operations and offer product samples.

With this funding source and with an increased demand for craft beer, microbreweries have flourished throughout the country, including within New York State and the New York Metropolitan Region. Unlike larger breweries, as well as bars or taverns, these small breweries often focus on quality craft beer, with less emphasis on restaurant services. These microbreweries are also becoming catalysts to retail and tourism activities and are increasingly locating in downtowns, industrial areas, and other more urban settings. The typical microbrewery (as well as microdistillery and microwinery) may offer tours of their production areas, tasting rooms, and products for on-site retail sales. Like microbreweries, microdistilleries and microwineries are very similar in function and they have also begun to experience a renaissance both nationally and within New York State and the Region.

Existing Code

Port Chester's existing Code has a definition for "**Bar or Tavern**" which establishes "*a business use or establishment which is primarily engaged in the sale and service of alcoholic beverages for on-premises consumption, subject to the regulatory authority of the New York State Liquor Authority.*" Current Code also defines "**Nonnuisance Industry**" as small-scale, indoor production that has no detriment to the environment by nature of odors, noise, waste, or traffic congestion. There are two distilleries located within the Village that are classified as Nonnuisance Industries and received Certificates of Occupancy under this designation.

Bar or Tavern and **Nonnuisance Industry**, are not permitted in the same districts.

- **Bars/taverns** are permitted primarily in Downtown through as-of-right use in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, the C5T Downtown Mixed-Use Transitional District, and the PMU Planned Mixed-Use District.
- **Nonnuisance Industries** are permitted primarily in Industrial Districts through as-of-right use in the C4 General Commercial District, the M1 Light Industrial District, and the M2 General Industrial District. Nonnuisance Industries are also permitted by special exception use in the DW Design Waterfront District and the DW2 Downtown Design Waterfront District.

Based on these differences in permitted locations within the Village, there is no zoning that allows for both the production and consumption of alcohol products on the same premises.

Research

According to the Brewers Association, nationally, the craft brewery sector has added 5,000 jobs annually in recent years. As the market for craft beer, wines, and distilled alcohol has grown and the land use has become more popular, a large number of communities have addressed this activity in their zoning ordinances. Generally, these operations have been seen as appropriate for commercial and mixed use districts (in addition to the traditional

industrial districts), particularly in association with other retail, eating, and drinking establishments.

Communities throughout the country are beginning to adopt use definitions for different categories of small-scale alcohol production.

- **Brewpubs** are restaurants that brew beer for on-site consumption or for off-site distribution.
- **Microbreweries** are beer manufacturing facilities with annual production limits set by the municipality. Production maximums are generally in the range of 10,000 to 60,000 barrels per year.
- **Nanobreweries** are also beer manufacturing facilities but have lower production maximums as set by the municipality. These limits are generally 15,000 barrels per year or lower.
- **Microdistilleries** are alcoholic spirit manufacturing sites that typically contain tasting rooms and/or off-site distribution. This use also has a municipality-determined production maximum.
- **Microwineries** are wine manufacturing facilities with annual production limits set by the municipality. All of these uses allow for a combination of on-site production and consumption, off-site distribution, and on-site food sale.

Many communities in southern and western states have adopted zoning legislation to allow alcohol production and consumption in downtown areas. In Colorado, for example, microbreweries and tasting rooms are social gathering places in the downtown. A recent *Planning* magazine article highlighted the benefits and challenges of alcohol-related establishments in downtown areas, with a focus on Colorado, California, and Montana.

Although the south and west have been on the forefront of micro-alcohol facilities, especially in downtown areas, there has been limited, to date, application in New York. Communities such as Syracuse and Dryden have microbreweries in their commercial districts. More locally, the City of Beacon has use definitions for “Microbrewery,” and “Microdistillery” that limit production at 5,000 barrels per year. These uses are permitted in the Local Business, Central Business, and General Business Districts. In the City of Yonkers, brew pubs, in addition to bars and lounges, are permitted as an accessory use in the South Broadway District. While the Department of Planning and Economic Development’s review of other local zoning codes is by no means comprehensive, the sampling of communities in the region shows that there are a limited number of communities with appropriate zoning that can accommodate and regulate micro-alcohol establishments.

To that end, there appears to be a tremendous economic development opportunity for Port Chester to build upon our existing restaurant and downtown “infrastructure” and be on the forefront in the region in considering ways to encourage and integrate micro-alcohol establishments into the community.

Attachments
<ul style="list-style-type: none"> • PAS Report

**RULES OF PROCEDURE OF THE BOARD OF TRUSTEES
VILLAGE OF PORT CHESTER, NEW YORK**

MISSION STATEMENT: It is the purpose of these rules and procedures to insure that the Board of Trustees operates effectively; promotes majority rule while protecting minority rights; preserves the role of the Mayor as the presiding officer; prevents a single member from usurping other member's coequal rights; and enhances public participation and engagement as well as transparency in Board proceedings.

RULE ONE: MEETINGS

1. The Board shall meet at such times as it may determine or as otherwise provided by the Village Charter. Regular monthly meetings shall be held on the first and third Monday of the month at 7:00 p.m. unless otherwise noticed. The Board may also determine to meet on any other day or date when desirable or when a holiday falls on any such Monday.
2. Special meetings of the Board are all those meetings other than regular meetings. A special meeting may be called by the Mayor or any two (2) trustees upon notice to the entire Board. The notice shall contain a statement of the object for which the special meeting shall be called. Notice shall be given at least 24 hours in advance unless an emergency exists.
3. As a general rule, all regularly scheduled meetings shall be held in the Village Court Room, located at 350 North Main Street.

RULE TWO: QUORUM

1. A quorum shall be required to conduct business. A quorum consists of four members. In the absence of a quorum, a lesser number may adjourn and authorize the Clerk to compel the attendance of absent members.
2. In the event that a meeting is cancelled due to a lack of quorum, the Village Clerk shall make a record stating those members of the Board of Trustees who were not present at the time.

RULE THREE: AGENDAS

1. The Mayor shall set the agenda. This rule shall mean that the Mayor shall determine the order that the item is listed on the agenda, consistent with these rules of procedure.
2. The agenda shall be prepared by the Clerk at the direction of the Mayor, or the Deputy Mayor in his/her absence.
3. Addition to the agenda may be made by any member of the Board. All matters proposed, by Trustees, to be placed on the agenda of a regular meeting of the Board shall be submitted to the Clerk, with a copy sent to the Mayor, no later than 12:00 noon the

Wednesday preceding the meeting. All matters proposed by the Mayor to be placed on the agenda of a regularly meeting of the Board shall be submitted to the Clerk no later than 12:00 noon the Thursday preceding the meeting, when the tentative agenda will be reviewed and finalized by the Mayor. Any item that does not conform to this deadline will have to be an add-on item during the meeting, requiring a unanimous vote of the members present. If there is no such request to have it entertained as an add-on, or if the vote to add the item to the agenda fails, then it will be subsequently placed on the following regularly scheduled meeting agenda. Correspondence addressed to the Mayor or Board of Trustees shall be likewise filed with the Clerk to allow for inclusion in the meeting packets. The Clerk shall deliver a copy of the agenda and packet to members at an address so designated by each member. Agenda items that involve the preparation and review of a resolution or local law shall be a matter of Board discussion in the first instance and upon the request of any two members. This will facilitate group thought early in the legislative process, a more collaborative approach and the efficient use of scarce Village resources. (Added to Rules per resolution adopted by Board of Trustees dated March 19, 2012.

4. Only the Mayor, Village Manager or a Village Trustee can authorize/request that an item be placed on the agenda.
5. The Village Clerk will distribute the agenda packets for SPECIAL MEETINGS the day that the meeting is officially called.
6. Transaction of business at Special Meetings – At a special meeting the business to be transacted thereat shall be only that stated in the notice of such meeting, except that any other business may be transacted at such special meeting by the unanimous consent of all the members of the Village Board.
7. All meetings shall be held at either 350 North Main Street, 10 Pearl Street or 222 Grace Church Street.

RULE FOUR: MOTIONS

1. Any member can make a motion once the member is recognized by the Mayor, or person presiding over the meeting, for the purpose of making a motion. Every motion requires a second before debate begins.
2. Every motion shall be stated by the Mayor or read by the Clerk before [debate and] the question is taken. Any Board member can request a full reading of any proposed resolution.
3. A member once recognized by the Mayor, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking is called to order, he/she shall cease speaking until the question of order is determined and, if in order, shall then be permitted to proceed. As the presiding officer, the Mayor shall act as the parliamentarian and determine points of order. The Mayor or any Board member may seek guidance

from the Village Attorney or Corporation Counsel on such matters. Where there is disagreement between the Mayor and a Board member an appeal shall be taken by entire Board.

4. Members shall refrain from making any comment unless and until recognized.
5. There is no limit to the number of times a board member may speak on a question.
6. Motions to close or limit debate may be entertained but shall require a two-thirds vote (e.g. five members).
7. Motions require a second.

RULE FIVE: VOTING

1. Each member shall have one vote.
2. A member must vote on every question, unless a request to abstain has been made to the Mayor. An abstention is only permissible upon a conflict of interest or other reason such that would suggest an appearance of impropriety by the member. The nature of said conflict must be explained by the member seeking to abstain and such explanation shall be made a part of the record. Said member shall not participate in the discussion with regard to such matter.
3. Once the question has been put by the Mayor and the vote is being taken, members shall confine themselves to voting and not resume discussion or debate or make further comments on the question. If a member begins explaining his/her vote, or continues discussion, once a call for vote has been made, the Mayor shall call that member out of order and ask that member to only state their respective vote.
4. A majority of the total authorized voting power (e.g. four members) is necessary to pass a matter unless otherwise specified by State law.
5. A vote upon any question shall be taken by ayes and noes, and the names of the members present and their votes shall be entered in the minutes.
6. An abstention is neither an “aye” or a “no” and a member abstaining shall be recorded as “Abstention” for such vote.

RULE SIX: ORDER OF BUSINESS

1. The order of business at each meeting shall be:
 1. Call to order and pledge of allegiance
 2. Roll call
 3. Approval of minutes at previous meetings
 4. Public Comment

5. Public hearings
 6. Resolutions
 7. Report of the Village Manager, Police and Fire Chief and Board Committees
 8. Correspondence
 9. Discussion Items
 10. Public Comments
 11. Trustee Comments
 12. Adjournment
2. The order of business may be suspended by the Mayor at his/her discretion. The order of business only refers to the numerical order that an item is placed, and not to be interpreted as the elimination of an item from the agenda.

RULE SEVEN: PUBLIC COMMENT

1. With the exception of a public hearing, the public shall only be allowed to speak during the Public Comment period of the meeting.
2. Speakers must step to the front of the room, and be recognized by the Mayor before proceeding. Speakers shall face the Board at all times.
3. Speakers shall be limited in their remarks to FIVE minutes. Speakers are limited to speaking one time and are not permitted to come to the podium and speak again. The Mayor shall track the speaker's time with a stopwatch and notify the speakers when their time has expired.
4. Speakers may not yield any remaining time that they may have to another speaker.
5. Board members may, with the permission of the Mayor, interrupt a speaker during his/her remarks, but only for the purpose of clarification or information. Board members should not engage in a dialogue with a speaker.
6. All remarks shall be addressed to the Board as a body and not to any member thereof.
7. Speakers shall give the Board the respect as becoming their office is due and shall observe the commonly accepted rules of courtesy, decorum.

RULE EIGHT: RECORDING EQUIPMENT

Members of the public are allowed to audio or video record the open portion of all public meetings. Executive or closed sessions may not be recorded. However, in accordance with the opinions of the New York State Commission on Open Government, any recording must be done in a manner that does not interfere with the meeting and upon the following restrictions.

The Mayor has the authority to determine whether such recording is being done in an intrusive manner, and may, in making such determination, take into account the brightness of the lights,

distance from the deliberations of the Board, size of the equipment, and the ability of the public to still participate in the meeting without undue distraction. If the Mayor shall make the determination that the recording is intrusive and has the effect of interfering with the meeting, the individual making the recording shall be told to take the appropriate ameliorative action. Should the individual fail or refuse to do so, he/she shall be requested to leave the room.

The use of cell phones, or other transmission methods for audible communications by Board members, or members of the public, during a meeting is prohibited unless an emergency exists. If such case does arise, the Board member shall advise the Mayor prior to the beginning of the meeting.

RULE NINE: ADJOURNMENT

A motion to adjourn is always in order (except when a vote is being taken) and such motion shall be decided without debate.

RULE TEN: MINUTES

1. Minutes shall be taken by the Clerk.
2. Minutes shall consist of a record or summary of all motions, proposals, resolutions or any other matter formally voted upon and the vote thereon. Minutes shall be taken at an executive session of any action that is taken by formal vote, which shall consist of a record or summary of the final determination of such action. However, that such summary need not include any matter, which is not required to be made public by the NYS Freedom of Information Law or is otherwise outside the scope of such statute. (e.g. privileged communications with the Village Attorney or Corporation Counsel)
3. Minutes shall also include the following:
 1. Date, place and time of meeting
 2. Notation of presence or absence of Board members and time of arrival or departure if different from the time of call to order
 3. Name and title of other village officials and employees present
 4. Record of report of Village Manager
 5. Record of communications received
 6. Time of adjournment
 7. Signature of Clerk
4. If a Board member would like a statement included in the minutes, then a member shall submit the statement in writing to the Village Clerk, which shall be made a part of the record.
5. The Village Clerk shall comply with the standards established in the State Open Meetings Law (a draft version of the minutes shall be made readily available within two (2) weeks, and one (1) week for executive session items.

RULE ELEVEN: CHANGE OF RULES

The Board may, by two-thirds vote of those present and voting, waive or suspend any rule of the Board so long as it does not conflict with the Charter or State Law.

These Rules shall remain in force and effect until amended by an affirmative vote of five or more members.

RULE TWELVE: PROCEDURES NOT COVERED

Robert's Rules of Order, (10th Revised Edition, Henry Robert et al) shall govern the procedure of the Board as to any matter that is not covered in these Rules. A copy of Robert's Rules shall be provided to each member.

RULE THIRTEEN: PARLIAMENTARIAN

As the presiding officer, the Mayor shall act as the parliamentarian and determine points of order. The Mayor or any Board member may seek guidance from the Village Attorney or Corporation Counsel on such matters. Where there is disagreement between the Mayor and a Board member an appeal shall be taken by the entire Board.

RULE FOURTEEN: MISCELLANEOUS

1. At the Re-organizational Meeting, the Mayor shall determine the seating arrangement of the Board. The seating arrangement may be changed at any time by majority vote (4) of the Board.
2. Board members that anticipate being absent from a meeting shall notify the Clerk no later than 2:00 p.m. the day of the meeting.

RULE FIFTEEN: BOARD PRESENTATIONS

Presentations are to be provided in the Board package prior to meeting in order for the item to be discussed. If not provided the presentation will be postponed to the next meeting agenda or with a majority vote of the Board the presentation can remain on the agenda.

Adopted: September 7, 2010

Amended: March 19, 2012

Christopher Ameigh

45 Martense Street Apt 5H

Brooklyn NY 11226

914 708 6844

cameigh@gmail.com

Dear Mr. Steers

I would like to take this opportunity to thank the Village of Port Chester for the opportunity to further my education and career over the past five years. Also, as you requested, I would like to give a short retrospective and share my feelings and opinions on some of the difficult issues I faced in the Village.

When your predecessor invited me to join Village Staff in 2011, I was promised an opportunity to use the professional training I had received in my Public Administration Masters program to develop a program that would work for the community, and to reverse a culture of apparent neglect in the Building Department. Many staff who came on board thereafter were excited by the similar opportunities to make real change.

As you know, the staff in Port Chester are the backbone of the organization. Under you and your predecessor the effort to bring in professional staff benefited the Village a great deal. Much of my growth and success is due to the fellowship of the dedicated team that was assembled. Without that network that developed in the Village over the past five years, the systemic issues that I will outline below would have made it impossible to thrive within such a frustrating political environment.

The following outlines some of the key issues relating to employment within the Village which affected my decision to move on, and which I believe represents the generalized feelings of many staff members with whom I worked closely.

1. Staffing Levels are insufficient.

Throughout my time the extreme difficulty of managing growing expectations under the guise of "doing more with less" has been the single greatest frustration. It is a day to day reality that staffing levels, compounded by recent departures have made employment in the management ranks of the Village of Port Chester a Sisyphean task.

When I arrived in 2011 staffing was vastly inadequate to the task of operational management. You and the Board likely recall receiving complaints nearly daily regarding wait times for inspections, consultations, and permit issuances. It has been extremely frustrating to see this trend continue despite our repeated attempts to usher in some sort of relief. Throughout our time developing planning for the Building and Code departments and then Working together in the Village Manager's Office, we have

been adamant with the BOT that we simply cant do any more than we are doing currently. Wish lists have been provided which demonstrate what we would need. However, despite our repeated requested for assistance we have been largely ignored. It has been frustrating being routinely abandoned by the BOT at budget time. Essentially, there is a sense that the unwillingness to make difficult decisions regarding staffing has placed an ever increasing work load on a small set of workhorse employees. The recent departures of several of those key staff members reveals the frustration management has felt with the BOT taking us for granted.

Since I joined the Village we have been diving head first into more complex projects:

The Amnesty Program; Sewer Rent; ballooning capital projects on streets, sewer etc.; The Bulkhead; Getting a "Municenter Concept" off the ground; ACA implementation; A herculean effort to make HR changes in the Fire and Police Department involving union negotiations, sanctions against bad actors and disciplinary hearings; millions of dollars in grant awards and oversight; huge redevelopment projects like Starwood, Retail D, The Bulkhead, the Capitol Theater and others are all "priorities" of staff that we are focused on moving forward.

While many of these projects are important, there is a never ending stream of smaller token projects that also draw staff away from core responsibilities:

IT upgrades like time clocks, website upgrades, document scanning, expansion of FOIA access to the website, credit card implementation in the courts and parking meter systems upgrades among others; green street light initiatives (now on our 3rd attempt); parks projects such as the Dog Park, Columbus park upgrades, 201 Grace Church Street demo and redevelopment and other unscheduled one off facilities upgrades throughout our parks; unscheduled Police/Court house repairs and expansion; unscheduled fire house repairs; unscheduled DPW capital repairs; Legacy cases like Bar Taco, 46 N. Main, 200 William Street, G & S, 1 Landmark Square and countless others that pull in management staff beyond the Building and Code Departments; unscheduled legal issues such as Zombie Property management, towing and booting regulations, 2 family inspection law and others; coordinating with our new client municipality the Town of Rye; and countless other small distractions pull us away from our "Priorities" on a daily process creating the illusion of inactivity.

Taken as a whole, these lists, which are not intended to be comprehensive, give a sense of what management staff has been dealing with in the recent past. Management staff is largely limited to Department Heads, and their immediate assistants. Meanwhile, there has been no expansion in staffing thereto other than the Assistant Village Attorney. Note that we have lost an Assistant Village Manager and many vacancies have gone empty for long stretches of time. Having assisted in those searches I know the difficulty that Mr. Brancati and yourself have had in finding people to work in the Village. I can recall several highly skilled Building Department and Code Enforcement positions you hired that burned out new hires within weeks. I believe that we have a clear picture of what it would take to properly handle the work load that I outlined above. You have had those discussions with the BOT and I have worked with you in developing such plans during our budget prep every year. Without assistance from

the BOT in reducing the burdens of employment in Port Chester, I fear that the situation will continue to worsen.

In my estimation there is a general sense of hopelessness amongst staff in regard to this issue. There has been no real commitment from the BOT to either; A. Staff up the village management to the point where we feel comfortable carrying the existing demands on our departments; or B. to reduce the complexity and intensity of village projects and programming to meet the current staffing level. Until a balance is struck, staff have indicated to me that they will continue looking for alternative work. Even worse, the sporadic cases of stress related illness will continue.

2. BOT attitudes and behaviors

In my time speaking with staff around the village it was well understood that there is a pattern of faithlessness, lack of empathy, and erratic behaviors being directed towards staff by the BOT. This makes the job more difficult than need be and leaves staff feeling put down and hopeless. You may recall some of the following examples which underscore the universal frustration of staff in the Village of Port Chester with their Board level interactions.

- In the past 12 months at least three department heads visited hospitals for stress related illnesses. At the same time BOT meeting discussions pressured “speed, Speed, Speed” and putting short range control dates on complex flavor-of-the-month-projects. Upon hearing of the one stress related hospitalization, a sitting BOT member sarcastically stated in front of myself and other management staff “should I cry about it? So what’s the big deal?”
- The Village Treasurer, Clerk, Building Inspector, DPW Foreman, Planning Director, and yourself (The positions with which I am most familiar) regularly work long, unpaid hours into the evening to keep on top of these demands for the BOT. In return, when confronted with this reality Board reactions have ranged from “Staff needs to manage their time better” to “If they don’t like it they can quit”. Both of those comments were made on the record by sitting board members. The organization is currently crippled by the gaps in staffing as new staff members take months to properly train, and key vacancies remain unfilled. There seems to be little appreciation for the value we bring to the organization and little restraint in expressing such.
- During the height of the Amnesty Program a recurring cycle emerged whereby a certain prominent resident attended nearly every board meeting alluded to ongoing conversations with a now sitting BOT member. These conversations apparently revealed the “truth” about the Amnesty Program. This resident would often read a list of bullet points from her conversations with that BOT member at each meeting. Most of these points were known to be factually inaccurate as we had taken the time to sit with this resident and explain the program seemingly on a monthly basis. The Board, in an effort to assuage this and any other residents with concerns would ask the Building Inspector to prepare a report for the next meeting.

When the Building Inspectors' reports were submitted and presented at the following meeting I recall certain BOT members from both political parties would complain again and again "Why are we hearing this again?" "How much time did you spend on this?" "Can we not do these reports anymore?" Not only were staff derided for carrying out a BOT request, (reporting efforts on which the village spent thousands of dollars in tax payer funded payroll hours) but these reports were only necessary as a result of the reckless political posturing of a now sitting BOT member. At the following meeting, this cycle would begin again. Seeing time and effort wasted this way was toxic for morale.

- Similarly to the preceding anecdote, during the recent election a BOT member appeared at a meeting during public comments and attempted to subvert village operations. This person pointed out various operational shortcomings of the village election. No good faith attempt was made prior to the meeting to point out these issues to staff thereby giving us the opportunity to make good on our responsibilities. Staff lives in constant fear of this type of "gotcha" personal and professional attack. There was a great deal of embarrassment caused by this event and it was personally disgusting to me and many other staff members.

There are many examples of the type of behavior referenced in the last two anecdotes. In your role as Village Manager, I know you see it more than any of us. You unfortunately are forced to spend a unreasonable amount of time mitigating the damage that BOT members cause when they make political hay out of operational issues. Staff has come to expect the BOT to subvert operations in this way at nearly every turn. Compounding the frustration of wasted time is the frustration of seeing many key projects delayed, derailed and devalued in this way.

- A recent vacancy in a key position underwent a hiring search. During that time a competent and professional staff member stepped in as an acting department head. In my estimation, this person did a wonderful job, earning praise from the public, from members of the volunteer boards they worked with etc. At the BOT meeting where the BOT discussed finding a permanent replacement, a sitting board member said "It will be nice to have a professional in that position again." The acting department head, who had been a candidate themselves for the permanent position was understandably, needlessly and publicly embarrassed and disturbed by the comment which went unchecked by any other members of the BOT.
- Similar to the last anecdote, I can recall our most recent GFOA budget award presentation where representatives were on hand to congratulate us at a public meeting. The event was a special moment for our team and the Village as a whole. Graciously, you asked me to come up to the podium to share in the credit for the small role I played in developing your annual budget and you commented "Mr. Ameigh played a big role in the process". A sitting trustee commented under his breath although audibly into his microphone "I'm not so sure about that." I was shocked by that comment and don't believe it to have been delivered in jest.

- It is common practice for BOT members to involve themselves at the last minute in the agenda process by adding items for which staff is not prepared. This leaves staff no time to provide comprehensive responses to these questions. These last minute rushes reduce our effectiveness in completing the hard work of preparing our priority agenda items. These conditions lead to mistakes that set the village back by weeks and destabilize the confidence of staff. The BOT can mitigate these issues by sticking with the agenda developed by staff which pulls items from discussions at prior meetings. The process is designed to grant staff a full two or more week span to properly focus on the topics at hand. When we rush the agenda, everything suffers for it.

Alternately, it is common practice at a board meeting for BOT members to use their closing comments to ask questions out of the blue about topics that staff are not expecting. These “gotcha questions” are so called because they tend to relate to simple operational issues which do not need public comment, but for which we had no warning or preparation. Often, if the BOT member took the time to call you prior to the meeting to discuss these questions, an answer could easily be developed in a few minutes. Simple questions about a traffic light, or a street sign, that a staff member probably isn’t aware of, feel like attempts by the BOT to embarrass staff on a biweekly basis.

- Direct and indirect interference by BOT members in village operations is a constant problem in Port Chester. BOT members often take stances contradictory of staff directives on areas that are outside BOT’s span of control. This lack of support is disturbing to staff especially when particular patterns emerge. In my experience there are a handful of favored business owners and well known attorneys that absorb an absurd amount of staff time in the village. This happens largely thanks to the lobbying of particular politicians. When this happens, staff are forced to spend days or weeks repairing damage that is caused by BOT members acting outside their authority. This may be the single biggest headache that staff deal with on a weekly basis and it destroys productivity in Port Chester.
- BOT interference in personnel and union issues is a constant problem in Port Chester. In my privilege to view certain executive sessions, I can recall conversations that made it seem that the hiring of Police Officers in particular relied on preexisting relationships between candidates and BOT members. These relationships seemed to be weighted heavily in the hiring process.

In your office I have also seen the pressures that are put on you by BOT members regarding the staffing decisions that you are entrusted to make. Furthermore, I have seen the private relationships of certain BOT members come into play in negotiations with unions and personnel issues. The pressures and interference that you face in those areas is unfair as it clearly impacts you and your time, not to mention the staff in the departments that suffer while the Board plays games with our support structures.

Not only are these games frustrating but they both insult the judgment of sitting staff, and potentially taint the process by which we shepherd our most valuable resource, human capital. If the hiring process is tainted from the outset, the efforts of the entire organization are inherently tainted. Seeing the Village harmed in this way is tough for staff working so hard to improve the organization.

- I would be remiss if I failed to mention the various allegations of the potentially unlawful activities of BOT members relating to coercion, threats, abuse of position and more insidious interference in operations. I have witnessed several of the alleged actions. I have always reported these things to you I won't discuss those experiences here. Suffice it to say that these actions and allegations disturb and undermine staff and have a toxic effect on the culture of the workplace and the Village. I was hired in Port Chester to repair the type of damage that these actions caused in the Building Department. It is severely disheartening to have graduated to the VM's Office and seen these issues endemic in the broader culture.

3. Compensation Irregularities

Your average management staff member in Port Chester is doing far more work, with less support and investment from the Village Board than their counterparts in other municipalities. This can be demonstrated clearly in a region wide comparison if you so desire. It is not my intent with the following comments to pit any staff against one another. However these comments reflect examples which lead to a general feeling that many staff members in the Village have expressed to me as a core frustration of employment thereto.

Your average fire fighter and or police officer earns far more in take home pay than the highly skilled professional staff you are struggling to keep around. It is no secret in the Village that the Chief of Police in Port Chester takes home less in compensation than several of his subordinates. A recently resigned staff member cited an imbalance with a subordinate's salary as a cause for departure. Something is fundamentally wrong with how the Village values its professional staff. Management's compensation packages shrink in Port Chester while management staff watch the various union contracts strengthen. Most recently, the loss of our Vacation Buy Out policy and the discussions regarding staff work from home policy have felt like directed assaults on management staff. Meanwhile we see tax payer dollars flowing freely and in ever greater proportion to unionized workers. I am sure these points are relevant to the recent difficulties in finding competent staff to work in the notoriously difficult environment of Port Chester.

If you are going to run an organization as large and complicated as Port Chester with as few staff as possible, you need to make sure they are the cream of the crop, which means you need to pay very competitively and treat your staff with respect.

4. Lack of consistency in direction.

In Port Chester's recent past. Major efforts were made to plan and direct staff on the key priorities of the Village. The framework laid in our Comprehensive plan and Strategic Master Plan resulted in a flurry of attention and positive press several years ago. Thanks to the hard work that you put into planning for the Village's future, Port Chester was an exciting place to work for a few years.

Meanwhile the public political conversation continues to send mixed messages regarding our future direction, turning off the would-be investors that those plans sought to attract. While self determination for the future of the Village is important and we staff respect that, we are often left holding the ball while political concerns halt the progress that adopted village planning expressly supports. This creates a culture of frustration in what otherwise would be a Village that promises its staff a once in a life time opportunity to enact positive change.

While these master plans were put in place to focus staff time on specific core projects and efforts, the Board often proposes and introduces complicated and "off-plan" projects, programs, and concepts that require staff attention and pull us away from what previously was agreed to be "essential". There seems to be a fundamental lack of understanding or acknowledgement of the lack of available resources to handle the demands placed upon staff.

The major examples of this discrepancy are the Municipal Center, Starwood, and the Bulkhead. Each project was presented as an affordable, essential and desirable project by every Board and plan I can recall. Every Board I have worked with has delayed these projects for reasons that make no sense to me personally given the potential benefits. I understand that the nature of politics affect these projects greatly, but the personal satisfaction of staff relies on some progress on these issues. The political delays cause frustration and detract greatly from the potential for pride and enjoyment in our work.

I am saddened to be leaving a village that I called home for several years, and where I was employed for nearly half a decade. It was an honor and a pleasure working with you. I've been inspired by you and your staff and hope that I made some lasting meaningful impact on the organization. I wish to thank to village for the opportunity I was provided here. I have never met a harder working group of individuals than the staff I work with directly every day. I wish the Village, staff, and board all the best. Keep up the good work. I know if anyone can keep Port Chester moving forward it will be you. If you have any specific questions feel free to reach out to me through email.

Christopher Ameigh





April 4, 2016

Christopher Steers
Village Manager
Village of Port Chester
222 Grace Church St
Port Chester, NY 10573

Dear Mr. Steers,

I am writing to request permission again this year for BRAKING AIDS® Ride to travel through your jurisdiction on Sunday, September 25, 2016 from 8:45 AM – 11:45 AM. We are also notifying the Port Chester Police Department.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will join together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding at their own pace.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Please feel free to call me at 212.989.1111 or e-mail to jkurtz@globalimpactpro.com to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

Sincerely,

Jessica Kurtz
Logistics Assistant
BRAKING AIDS® Ride



Notification and Approval of Event

Our jurisdiction has been notified in writing that BRAKING AIDS® Ride will be taking place on September 25, 2016. We are aware that approximately 125 bicyclists will be participating. They will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Estimated Time of Arrival: September 25, 2016: 8:45 AM – 11:45 AM

****Please make any corrections to the information below**

Name: Christopher Steers, Village Mgr
Organization: Village of Port Chester
Address: 222 Grace Church St, Port Chester, NY 10573
Phone: 914-939-2200
Fax: 914-937-3169
Email: mveltri@portchesterny.com
Signature: _____

Contact Name & Numbers

Please provide a contact name and numbers for an individual who will be on-duty during the actual event, who will serve as contact in case of emergency or other situation.

Name: _____
Phone: _____
Cell: _____ (24 Hour Contact Number)

Please return to:

Jessica Kurtz
Logistics Assistant
BRAKING AIDS® Ride
127 West 26th Street, Suite 402
New York, NY 10001
FAX to: 212.807.1853
Or e-mail to:
jkurtz@globalimpactpro.com

<u>For Office Use Only</u> Date Rec'd:

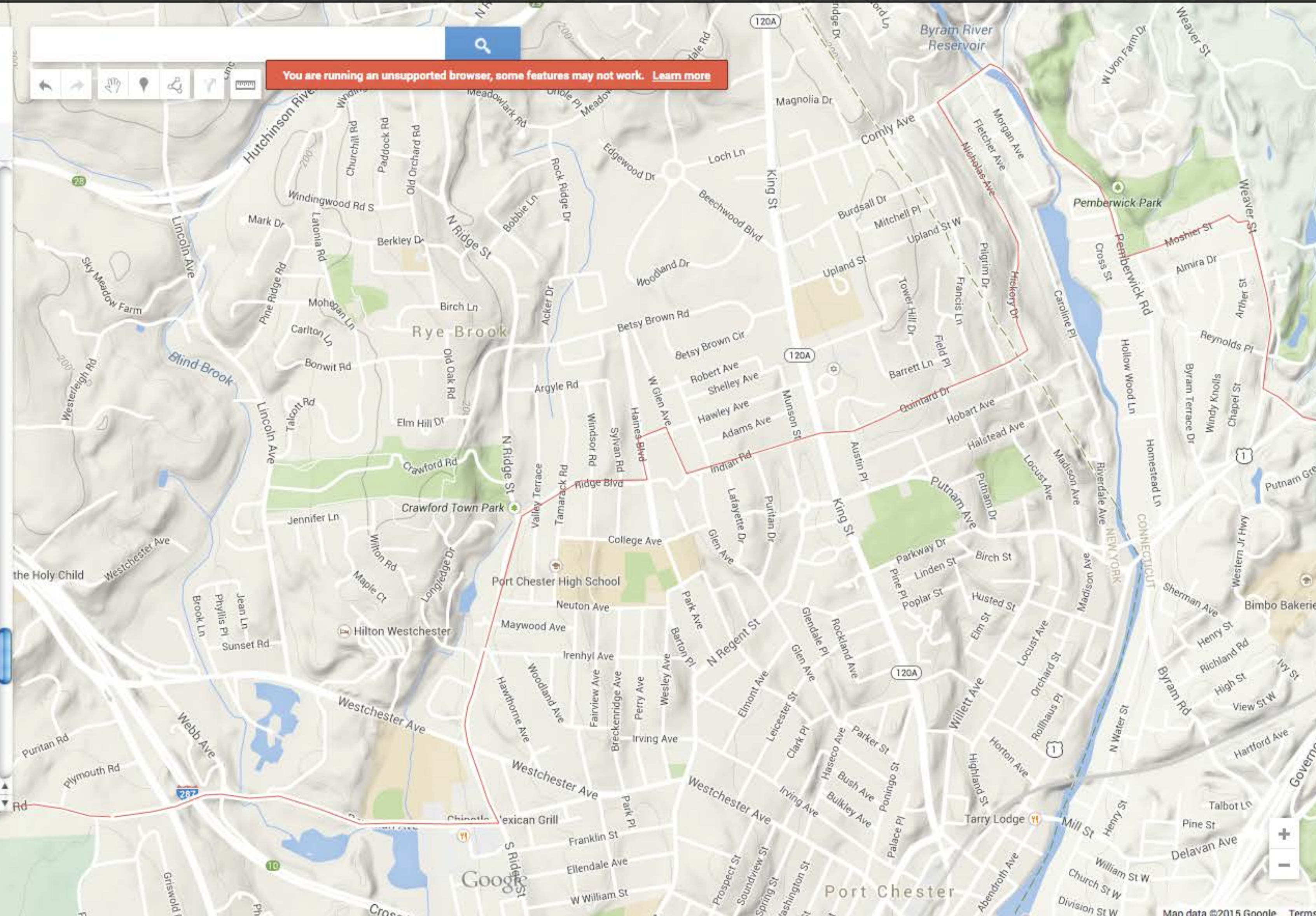
BAR 2015

All changes saved in Drive

Add layer + Share

- Line 192
- Line 193
- Line 194
- Line 195
- Line 196
- Line 197
- Line 198
- Line 199
- Line 200
- Line 203
- Line 204
- Line 205
- Line 206
- Lunch Day 3
- Line 208
- Line 209
- Line 210
- Line 211
- Line 212
- Oasis 1
- Line 220
- Line 221
- Line 222
- Line 223
- Oasis 4

You are running an unsupported browser, some features may not work. [Learn more](#)



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BAR 2015

All changes saved in Drive

Add layer Share

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Individual styles

Oasis

Opening

Line 3

Line 4

Line 5

Line 6

Line 7

Line 8

Line 9

Line 10

Line 11

Line 12

Line 13

Oasis 1

Line 15

Line 16

Line 17

Line 18

Line 19

Oasis 2

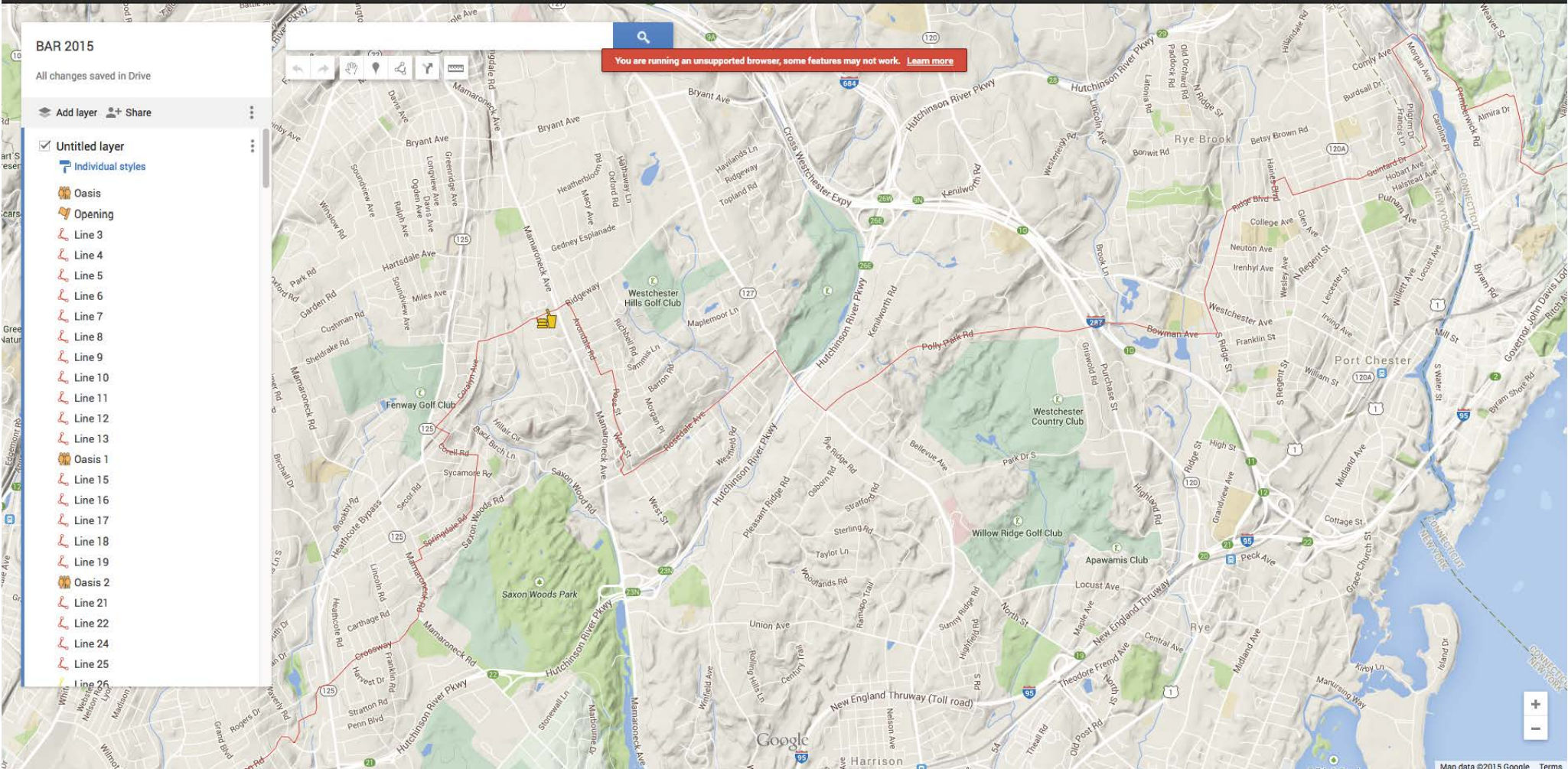
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Line 26



BRAKING AIDS® Ride 2016 - Route Cues					
Day 3					
Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough
0.1	44.4	Left	Onto Nicholas Avenue, becomes Hickory Drive - begin climb		
0.7	45.1	Forward	Welcome to New York!	Westchester County	Port Chester
	45.1	Bend Right	Onto Quintard Drive - begin climb		
0.4	45.5	Cross	King Street onto Indian Road	Moto Safety - optional	
0.2	45.7	Right	Onto West Glen Avenue		
0.2	45.9	Left	Onto Hawley Avenue at stop sign		
0.0	45.9	Left	Onto Haines Boulevard at stop sign		
0.1	46.0	Right	Onto Ridge Boulevard at stop sign		
0.3	46.3	Left	Onto North Ridge Street	Moto Safety	Rye Brook
0.5	46.8	Cross	Westchester Avenue/Route 120A at traffic light		
0.2	47.0	Right	Onto Bowman Avenue at traffic light		Harrison

TRAFFIC COMMISSION
Village of Port Chester

April 25, 2016

Mayor Pilla and the Board of Trustees
Village of Port Chester, New York

Dear Mayor Pilla & the Board of Trustees:

At our meeting held April 14, 2016, the Traffic Commission discussed the unsafe conditions at the intersection of Neuton and Columbus Avenues where a needed stop sign does not exist.

On a motion by John Pauletti and seconded by Charles Geraci, the Commission recommends the placement of a stop sign on Columbus Avenue at the intersection with Neuton Avenue as well as a painted stop line at this location and a painted stop line at the stop sign on Neuton Avenue at the intersection with Wesley Avenue.

We appreciate your attention to this matter.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

Cc: C. Steers
T. Cerreto

TRAFFIC COMMISSION
Village of Port Chester

April 25, 2016

Mayor Pilla and the Board of Trustees
Village of Port Chester, New York

Dear Mayor Pilla & the Board of Trustees:

At our meeting held April 14, 2016, the Traffic Commission discussed the traffic conditions at the intersection of Abendroth Avenue and Mill Street. A meeting was also held with our highway department, engineers and the Connecticut DOT regarding this situation.

On a motion by John Pauletti and seconded by Charles Geraci, the Commission recommends marking the roadway (Abendroth Avenue) approaching Mill Street with arrows and placing a sign that shows "95" with a right turn arrow and a second sign that shows "Route 1" with a left turn arrow on the pole.

We appreciate your attention to this matter.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

Cc: C. Steers
T. Cerreto

Emailed Mayor

CORR -04

BOT 5-2-2016

Mercedes Estabridis-Nunez
2 Lincoln Avenue
Port Chester, NY 10573
(914) 434 4195

April 8, 2014

Dennis G. Pilla
Mayor of Port Chester
222 Grace Church Street
Port Chester, NY 10573

VILLAGE OF PORT CHESTER

APR 21 2016

RECEIVED *M*

Dear Mayor,

I would like to introduce myself by letting you know that I have been a Port Chester resident for over 30 years. My mother and I came to the United States in 1984. I attended Port Chester Edison School, Port Chester Middle School and Port Chester High School.

I am writing to express my interest in becoming a member in the Port Chester Recreation Commission. I have two kids who are currently attending Port Chester Public Schools. My kids are my main reason to stay optimistic about the future of our Village of Port Chester.

I am willing to work with an advisory capacity to improve our Village curriculum and facilities. I am bilingual and a community minded person, love to help people in every way I can.

You have done a lot of work to highlight the positive aspects of our village. Serving four terms as a mayor, says a lot about you. Hopefully I get to meet you some day, and tell you more about my feelings to why I am very proud in being a Port Chester Resident for such a long time.

Sincerely,

Mercedes Estabridis-Nunez
Mercedes Estabridis-Nunez

CORR - 05
BOT 5-2-2016

PARK AVENUE ELEMENTARY SCHOOL

Port Chester, New York 10573
(914) 934-7895 Fax (914) 939-9243

Rosa I. Taylor, Principal



"Success For Every Student"

April 18, 2016

Mayor Dennis Pilla
And Board Members
Village of Port Chester
222 Grace Church St.
Port Chester, New York 10573

VILLAGE OF PORT CHESTER

APR 21 2016

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Dear Mayor and Board Members:

On Friday, June 10th, we have our annual Fun Day scheduled at Park Avenue School .This event will be held outdoors. I am requesting that Park Avenue from Columbus Ave to College Ave be closed to vehicular traffic on **Fun Day 9:00 A.M. through 2:00 P.M.**

Also, on Wednesday, June 22nd, we will be holding our **Fifth Grade Moving up Ceremony** outdoors on Park Avenue. I am requesting that Park Avenue from Columbus Ave to College Ave be closed to vehicular traffic from **9:00am to 12pm**

On behalf of our school community, I thank you for considering the request.

Cordially,
Rosa I Taylor
Rosa I. Taylor
Principal

cc: Dr. Edward Kliszus

CORR - 06
BOT 5-2-2016



**PORT CHESTER – RYE BROOK – TOWN OF RYE
INDEPENDENCE DAY COMMITTEE
P.O.B. 1134 Port Chester, NY 10573**

Chairman
Hope Klein

April 6, 2016

Village of Port Chester
Mayor Dennis Pilla
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Pilla and Board,

We would like to thank you for your cooperation in the past regarding the 4th of July festivities.

Last year, the Village of Port Chester voted on helping us finance this spectacular evening of fireworks, awards presentation to the school children, and awards to outstanding individuals and organizations in the community. We appreciate your generous donation of \$5,500.00 and hope that you can continue your generosity this year.

Saturday, July 9th, 2016 will be the 69th year of this celebration which is scheduled to take place in the Port Chester Senior High School's Ryan Stadium.

Please accept this letter as your personal invitation to this wonderful event.

We thank you and look forward to you joining us on the dais.

If you have any questions, please call me at 914-473-8009, or email me at mrshopeklein@gmail.com

Sincerely,

Hope Klein, Chairman

CORR - 07
BOT 5-2-2016



Village of Port Chester

Mayor Pilla

Dear Sir,

I am a member of the Park Commission and my term needs to be brought up to date. I am stating that I am pleased to reestablish my position as a member of this Commission with your approval.

Sincerely,

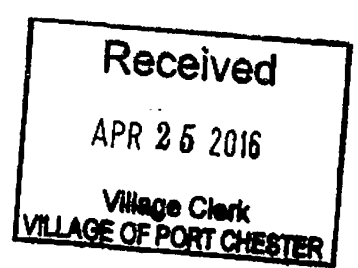
A handwritten signature in blue ink that reads "Marie Martin". The signature is written in a cursive style with a long, sweeping underline.

Marie Martin

19 Perry Ave

Port Chester, NY 10573

CORR - 08
BOT 5-2-2016



John M. Grosse
31 Cesario Place
Port Chester, NY 10573

April 25, 2016

Mayor Pilla & Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Pilla and Board of Trustees:

Please accept this letter as my resignation as the Village's representative for CDBG.

It has been a pleasure to serve the Village of Port Chester.

Sincerely,

John M. Grosse

John M. Grosse

Received
APR 22 2018
Always Clean
VILLAGE OF PORT CHESTER