

The Planning Board of the Town of Cicero held a meeting on **Monday, January 10, 2011** at **7:00 p.m.** in the Town Hall at 8236 South Main Street, Cicero, New York 13039.

Agenda:

- Pledge of Allegiance
- Approval of the 1/20/2010 Meeting Minutes (**approved**)
- Appointment of Tonia Mosley as Planning Board Clerk for 2011 (**approved**)
- Appointment of O'Brien & Gere as Planning Board Engineer for 2011 (**approved**)
- Appointment of Germain & Germain, LLP as Planning Board Attorney for 2011 (**approved**)
- Site Plan, Dog Water Training & Therapy Center, 8226 Brewerton Road, David B. Tyler (**approved**)
- Site Plan Modification, Lucien's Entertainment Complex, Brewerton Road, Lucien Ali Jr. (**approved**)
- PUD Review and Recommendation, The Landings at Maple Bay (MLSC Development), 8514-8518 Lakeshore Road, Proposed 13 Units, PUD, Ianuzi & Romans (**to return**)
- Establish 2011 Schedule for Planning Board Meetings
- Appointment of Sharon May as Deputy Chairman for 2011 (**approved**)

Board Members Present: Mark Marzullo (Chairman), Greg Card, Patrick Honors, Chuck Abbey, Robert Smith and Sharon May

Board Member Absent: Joe Ruscitto

Others Present: Wayne R. Dean (Director of Planning & Development), Neal Germain (Esquire, Germain & Germain, LLP), Mark Parrish (P.E., O'Brien & Gere) and Tonia Mosley (Planning Board Clerk)

The meeting opened with the Pledge of Allegiance. The Chairman noted the locations of the three fire exits and requested that all cell phones be turned off.

APPROVAL OF THE 12/20/10 PLANNING BOARD MINUTES

Mrs. May made a motion to approve the Planning Board meeting minutes from December 20, 2010. **Mr. Smith seconded the motion.** The motion was **approved** with the following vote:

Mr. Card: Yes
Mr. Honors: Yes

Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

PLANNING BOARD CLERK APPOINTMENT FOR 2011

Mr. Marzullo made a motion to re-appoint Tonia Mosley as Planning Board Clerk for 2011. **Mr. Smith seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

The Clerk thanked the Board for her re-appointment.

PLANNING BOARD ENGINEER APPOINTMENT FOR 2011

Mr. Marzullo made a motion to appoint O'Brien & Gere as Planning Board Engineers for 2011. **Mrs. May seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

Mr. Parrish thanked the Board.

PLANNING BOARD ATTORNEY APPOINTMENT FOR 2011

Mr. Marzullo made a motion to appoint Germain & Germain, LLP as Planning Board Attorneys

for 2011. **Mrs. May seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

Mr. Germain thanked the Board.

**SITE PLAN, DOG WATER TRAINING & THERAPY CENTER
8226 BREWERTON ROAD, DAVID B. TYLER**

Representatives: David B. Tyler, Applicant
Matthew Tyler, Applicant
Janis Tyler, Applicant

Mr. Matthew Tyler noted revisions made to the site plan. We eliminated four parking spots in the front near Dr. Borio's property and re-arranged them.

Mr. Smith asked for the total number of parking spaces.

Mr. Parrish noted 21 outside spaces on the plan and two in the pole barn. It looks like they skipped a number.

Mr. David Tyler agreed. The total number of parking spaces is 23.

Mrs. May inquired about fence height.

Mr. Matthew Tyler responded that the place has a 6' high fence all around it. It is chain link.

Mrs. May: What is the number of dogs that you would accommodate per day?

Mr. Matthew Tyler: That is unknown at this time, but we would have no more than four customers per hour.

Mrs. May: What do you plan to do with dog waste?

Mr. Matthew Tyler: The area would be policed. Customers are responsible for cleaning up their own dog's waste. I would over see that. There is also an area in the back for that. The waste goes in the dumpster.

Mrs. May noted that dumpsters have to be enclosed on three sides.

Mr. Dean did not believe that the dumpsters on the site had ever been enclosed. Enclosed in our terms is a stockade wooden fence, so that they can not be seen.

Mrs. May clarified. Even though the entire area is fenced, you will need to have a stockade fence installed around your dumpsters.

Mr. Matthew Tyler: Okay.

Mr. Smith asked about the number of employees. For the minutes, I want to derive the number of parking spaces needed for employees and customers.

Mr. Matthew Tyler responded two for the barbershop, my father or me for the dog bakery so maybe two there, and one for the dog training facility.

Mr. Smith: And the storage company is probably managed by your father?

Mr. Matthew Tyler: Yes.

Mr. Smith: I assume out of the five parking spaces that you have for employees, two of those would be in the pole barn?

Mr. Matthew Tyler: Yes, those two would be used by me or my father.

Mr. Smith: So that leaves 18 spaces for customers?

Mr. Matthew Tyler: Yes

Mr. Marzullo asked if there were any other questions and/or comments from the Board or the Board's professionals.

Mr. Parrish: For the record, it is my understanding that they are not going to get any additional signage and are just changing the face of the existing sign.

Mr. Matthew Tyler: Correct no additional signs. We would change the existing sign.

Mr. Parrish: Will there be any additional lighting on the site?

Mr. Matthew Tyler: No.

Mr. Honors: There are no night time hours, correct?

Mr. Matthew Tyler: No night time hours at all. I would say the hours would be from 10 until 7.

Mr. Smith: Mostly during the summer?

Mr. Matthew Tyler: Yes.

Mr. Parrish: Previously, your plan showed utilization of the back area. The way that it is set up now there is no need for anyone to drive to the back behind the storage building or the dog training facility? Is that correct?

Mr. Matthew Tyler: Correct, no need at all.

Mr. Parrish: So you will not be utilizing the back for the dog training facility, correct?

Mr. Matthew Tyler: Correct, not at all.

Mr. Marzullo: Four dogs maximum at any time? No competitions at all?

Mr. Matthew Tyler: No competitions.

Mrs. May: If by chance an owner does not pick up their dog, what accommodations do you have for boarding?

Mr. Matthew Tyler: Owners have to stay with their pets. There is no boarding or anything like that.

Mrs. May made a motion regarding SEQR. She read: Be it further resolved that the Planning Board of the Town of Cicero hereby determines that the proposed action will not have a significant effect on the environment and that this resolution shall constitute a negative declaration for the purposes of Article Eight of the Environmental Conservation Law of the State of New York. **Mr. Marzullo seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

Mr. Smith moved for the adoption of a resolution approving the application of a dog water training and therapy center for site plan approval. Said site plan bearing the date of 9/4/2010 and last revised 12/27/2010. **Mrs. May seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

The Board wished the applicants good luck. The applicants thanked the Board.

**SITE PLAN MODIFICATION, LUCIEN'S ENTERTAINMENT COMPLEX
BREWERTON ROAD, ADDITIONAL OPERATING DAYS/HOURS FOR SPECIAL EVENTS
LUCIEN ALI JR.**

Representatives: Lucien Ali Jr., Applicant
Lucien Ali Sr., Esquire, Applicant

Mr. Ali Sr. introduced himself. I am here tonight to ask for a small change in the last approval that we received from you. If you recall, we originally planned to have the nightclub open two nights per week, Friday and Saturday evenings. After investigating a little more about how nightclubs operate, we have worked out a partnering agreement with FM Channel 95X. They are helping us put together some ideas about bringing some national acts into the area. For instance, a lot of times there are touring national groups that come through the state appearing in New York City, Rochester, etc. that are looking for extra nights within the area. In fact, they are setting up such a thing for us on the last Saturday in February. First, even if I knew the name of the group, I probably would not understand who they are. Secondly, we can not give out any names until we actually sign a contract.

The idea is that a lot of these groups are available during the week. We are looking to engage these national acts on nights other than Friday or Saturday. 95X suggested to us that we ask the Board's permission to open basically Thursday, Friday and Saturday from 10 p.m. until 2 a.m. Plus, when ever we could we would book one of the national touring groups on other nights of the week. We would like to be able to do that without problems from the Town.

95X will partner with us and help us with advertising and bringing these groups in. I am asking that we be allowed to open on a regular basis on Thursday nights—which we probably won't start for a month or two until we get our feet wet with Fridays and Saturdays.

I have asked your clerk to pass out invitations to this Board and to everyone within the Town Hall. I will be sending that invitation to a cross section of people through out the County. I want them to come on that first Friday that we will be open. With Wayne's help, we will be doing our final inspection once the security system is all hooked up. That is the last thing we need to do to get our temporary certificate of occupancy. On that night we would like to give

you an idea about what is there and what is available to the Town and the County. It will be something unique and special.

More discussion occurred regarding the soft opening, etc.

Mrs. May: Do you think that at any time you could have events where a younger crowd would be able to come in? Of course they would not be allowed to drink.

Mr. Ali Sr.: We have been asked that by several people and have not said yes or no. It would have to be strictly controlled. We were asked about hosting a sweet 16 party. But after we quoted what it would cost to just open the place, it turned out to be too much money for the security we would need, etc. I don't know. Is that something that you think would be good, bad or indifferent?

Mrs. May: There are a lot of young people in our Town and the surrounding area that do not have a facility like yours to go to. Maybe it would be worth it sometime to do something on a trial basis. Maybe not at night. It is just a thought.

More discussion occurred.

Mr. Smith: I have one observation about the approved lighting. There are two lights on the main building in the front which shine into the southbound lane of Route 11 at night. They should be adjusted downward.

Mr. Ali Sr. agreed to make that adjustment.

Mr. Marzullo recapped. You are looking to add Thursdays from 10 until 2.

Mr. Ali Sr.: Yes and on special occasions other nights from 10 until 2.

Mr. Card: Are you planning on opening your restaurant shortly?

Mr. Ali Sr.: We got way behind. Things cost more than we anticipated. I am hoping that once this is open, by mid to late spring we would be working on the restaurant to get that open. We still have a lot of work to do there.

Mr. Card: So everything else within the agreement would remain the same except the additional nights? The 10 until 2 hours would be the same even if it was a special occasion?

Mr. Ali Sr.: Except that we might have something on a Sunday afternoon, perhaps a non-alcoholic party or something like that.

Mr. Card: Your agreement states the entertainment complex would be open at a time when the restaurant was not open, because of the conflict with parking.

Mr. Ali Sr.: Yes, but I would think, unless it is something open to the public, it would not draw that many people. I don't know. I am not sure how to answer that one. I certainly don't want to do anything that the Board would be objectionable to.

Mr. Card: I am not objecting. I am just looking for clarification so that we don't have to come back again. The agreement which you wrote specifically said on two nights, Friday and Saturday nights, from 10 until 2 when the restaurant was closed. Personally I do not have a problem with any of it but we want to be specific so that there are no questions about when you are going to hold an event there.

One issue that we all addressed was parking. If the restaurant was open in addition to the nightclubs, there would be a problem. If, for example, the restaurant was open on a Sunday and you had a special event there it would create a problem with traffic.

Mr. Germain: Right. You would not follow the agreement if you had both of those open at the same time.

Mr. Ali Sr.: I can see that. That would mean that we would adhere strictly to the agreement. We would not be able to do any special affairs other than at 10 until 2 at night, once the restaurant was opened.

Mr. Germain: I don't think that you want to keep coming back every time there is a special event. According to the agreement, the applicant is supposed to come back if there is a problem. The issue here is that the agreement states that on Friday and Saturday nights they

won't have both of the buildings operating at the same time. You could interpret that to say on the other nights, or daytime, that they might have both buildings operating at the same time.

The exact language reads: the restaurant adjacent to the nightclub shall not operate to serve the public after 10 p.m. so as not to operate at any time when the nightclub is open on Friday and Saturday nights. So that language really refers to Friday and Saturday nights. So I suppose, if you interpret that narrowly, that would allow you to have both open at the same time maybe on a Sunday afternoon. It does not say that they will not both operate simultaneously on those days—all though, it could be easily inferred.

It could easily be inferred but I would point out that you have the right under the agreement to police it to make sure that everything is running correctly.

Mr. Marzullo: What if we added Thursdays and special events? Those would have to be 10 until 2. Or, they could utilize one of the rooms within the nightclub for a special event and those hours would not have to be between 10 and 2.

Mr. Germain: If you wanted to, you could approve it as he is asking, with the limitation of something along the number of people at a special event--if the concern is parking.

Mr. Smith: That would become an enforcement nightmare. None of us, including Mr. Ali, have any experience like this and how it will play out. As you said, we put language in there that if there are issues we can call them back in. I think we have to count on that because we don't know what will happen.

Mr. Marzullo: I agree. But the applicant does not want to work outside of the scope of the agreement. If the intention was to open one of those rooms during hours that coincide with restaurant hours for teens---I think that is a good idea. They would need to take a head count as people come in.

Mr. Dean: I spoke with a gentleman today who was interested in doing something with teens along those lines. He has done it in other towns and was looking for a place to do it here. His comment to me was that if a teen event was done, you do not get every teen driving. You

don't get the number of cars that would need to be parked because parents drop the teens off. He felt that approximately 10% of teens that come to these type of events drive. The demand for parking would be less.

Mr. Germain: If you so decided, void out the restriction of both operations being at the same time for the days for special events that occur on Sunday, Monday, Tuesday, Wednesday and Thursday. That way you would be saying the applicants could have a special event on those days that conflicted with the restaurant use.

Mr. Marzullo: The problem is we would not want that if it is a large band and the whole thing would be open.

Mr. Honors: I think that Mr. Ali stated that if there was an issue, that he would approach other neighboring areas to accommodate parking. If I'm recalling it correctly?

Mr. Ali Sr.: Yes, right.

Mr. Honors: If it does become policed by Wayne or whoever, and parking becomes an issue, I think that Mr. Ali would be willing to accommodate that.

Mr. Ali Sr.: Absolutely. If we had that kind of crowd we would be more than happy to do that.

Mr. Marzullo: So we are talking about three days, Thursday, Friday and Saturday where special events are in all three rooms of the nightclub---those have to adhere to the hours of 10 until 2. For other special events where they are only going to utilize one of the rooms, they would not have to adhere to the hours of 10 until 2. Does that make sense?

Various Board members agreed that it did.

Mr. Marzullo: Now if the attorney can make it sound legal?

Mr. Germain read the following motion: Move for the adoption of a resolution approving the

application of Lucien's Entertainment Complex, for a modification of its existing site plan approval. This contingency is strictly on special events where all three real rooms of the entertainment complex are in use: they shall not be held at a time when the restaurant is open and they will be limited to the hours of 10 until 2. For special events when only one room is in use, the prohibition on the entertainment complex being open at the same time as the restaurant will be nullified for only that particular time. **Mr. Smith made the motion** as stated by Mr. Germain above. **Mrs. May seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

Mr. Ali thanked the Board.

Mr. Marzullo: Good luck.

PUD REVIEW AND RECOMMENDATION
THE LANDINGS AT MAPLE BAY (MLSC DEVELOPMENT)
8514-8518 LAKESHORE ROAD, PROPOSED 13 UNITS RESIDENTIAL PUD
IANUZI & ROMANS

Representatives: Hal Romans, Surveyor and Planner, Ianuzi & Romans
Albert M. Mercury, Esquire, Phillips Lytle LLP
Mike Lopresti, MLSC Development, LLC

Mr. Romans introduced himself giving a brief review of the latest changes made to the site plan. The site is approximately 2.6 acres, the old Maple Bay Marina. It would consist of 13 residential units. Although the existing site is a non-conforming use, the zone change would make it similar to the surrounding area as intended by the Town's master plan. We show changes to the emergency vehicle turnaround. There would be a private marina with a private 15 x 25 open sided pavilion for bond fires, etc. My clients will be doing a zone change.

Mr. Parrish agreed this particular site had been a non-conforming use as a bar/restaurant/marina. But, as with all non-conforming uses the goal is to phase out said use when the opportunity arises. That use arguably has discontinued for more than a year and ultimately the intent of the master plan is to make a site conforming.

Mr. Romans: I received guidelines from Wayne regarding the emergency turnaround and implemented those. I also added two signs on the service road indicating this was a private drive. The gate is shown. It is not electric but that could be changed later. There are some minor grading changes in this area.

Mr. Romans discussed the number of docks/slips to be located on the site. He noted the existing docks were wood, but that they would probably be replaced. The current plan shows nine larger docks for boats and a number of smaller docks for vehicles such as jet skis. There was some confusion regarding the total number of docks and size of said docks.

Mr. Abbey asked if the docks/slips would be floating or permanent.

Mr. Card noted that the condominium declaration stated that each unit would have its own dock.

Mr. Romans explained that this plan shows more of a conceptual view of the dock area as the total number of docks/slips is flexible at this stage.

Mr. Lopresti explained that the layout of the dock area might change. We plan on hiring a professional to design it. We have not fully thought this area out yet.

Mr. Smith was concerned with how fluid the site plan was. He questioned if this would need to come back to the Planning Board for additional approvals.

Mr. Romans responded that could be a stipulation of your recommendation to the Town Board.

Mr. Smith extensively voiced his concerns with the condominium documentation and not receiving a copy for review.

Mr. Card: It says on this agreement that the sponsor may amend this plan. He might change the number of units or change the design. He would not have to come back to us. It also says you have to be 55, correct?

The applicants responded that was not correct.

Mr. Card: You can make these changes without coming back to us?

Mr. Germain agreed that the Planning Board's recommendation to the Town Board could include a stipulation that the Planning Board has final approval of the dock area, etc.

Mr. Card: It also says no operation of snowmobiles, motorcycles, all terrain vehicles or similar vehicles are prohibited within the property unless authorized. You are asking us to approve this, but you are telling us that this is only a preliminary plan.

Mr. Smith: You are asking us to approve a lot of how this site will operate. With the PUD how will you handle maintenance? How will you handle plowing the road? A lot of those issues would be covered in the by-laws which I have asked repeatedly for a copy of. We want to know how the site will work.

(The Clerk made copies to distribute.)

Mrs. May asked about hydrant locations.

Mr. Romans responded there were two, one at the beginning and end of the private road. Units 1 and 2 have close services, approximately 100' away. If OCWA wanted to see another hydrant, that would be okay.

Dredging done on site will be used as fill. It must be de-watered and be reviewed by the DEC and Army CORPS.

Mr. Marzullo: I have a copy of the agreement. It sounds like there are things in there that you want and don't want. Even if we have received it, we don't have a final document.

Mr. Card: I am only asking because we only get one shot at this.

Mr. Romans: But it is just like with the docks. If you recommend to the Town Board that you want to fine tune the bylaws, we would come back.

Mr. Marzullo: If you want 13 docks, one for each Unit, show that.

Mr. Card: You put in here that you can grant an easement/access to the property across the street. Will you open up the dock area to all of the people across the street?

Mr. Lopresti: That was not the idea behind that.

Mr. Card: You have the right to do that.

Mr. Lopresti: It was to give them access, not necessary dock space. We talked about giving the people across the street access to the water from the beginning.

Mr. Marzullo: It was mentioned and then we were told that was dead.

Mr. Lopresti: No, it never was dead.

Mr. Card: It is in the agreement.

Various Board members noted that they were told that portion of the site plan was dead and that nothing was going to be done across the street.

Mr. Lopresti: We have that property under contract right now. We have not deviated from the idea of having access to that property through this road.

Mr. Smith: So, would the area across the street be another condominium or HOA?

Mr. Lopresti: We don't even own it at this point. Even though we have it under contract there are certain things that have to be done to determine whether or not we are going to own it.

Mr. Marzullo: I am not sure why we made copies of this. It isn't the final document. It says that you have to be 55. It says that you can't have snowmobiles. It does not make sense to use it.

Mr. Mercury: Well no. Again, I think that we talked about is. If this Board would like to approve the document that we are going to send to the Attorney General's office before it goes there, by all means we can make that a part of your approval.

Mrs. May: I would like a copy of it when the time comes.

Mr. Mercury: We are trying to listen to your input tonight. Then I can go to the next version of the draft agreement correcting those things based upon your comments and the developer's comments and then finalize it before it goes. There is a lot and it will take a while to go through.

Mr. Germain: Would it be fair to say that is basically a form agreement to be revised later?

Mr. Mercury: Yes. For a project of this scope and size, yes.

Mr. Germain: So you are basically looking at a form agreement that is not necessarily tailored to this particular project?

Mr. Mercury: Yes.

Mr. Marzullo: Then my question is why are we looking at it?

Mr. Mercury: I guess it is a question of procedure. How do we proceed to get approval?

Mr. Lopresti: The problem is if you don't approve this, then we can't design the condos. It may not be 13, it might be 12 but we can't put the condominium association documents together until...

Mr. Marzullo: But that has nothing to do with being 55 or snowmobiles.

Mr. Lopresti: No, those are details that can be minor.

Mr. Card: But it does have something to do with the property across the street. You are obviously addressing certain issues and addressing the fact that you will give use of this property to other people.

Mr. Mercury: You start with a form condominium document copy of the law and then have a meeting with the developer group. Yes, it could contain a number of items particular to this project.

Regarding the property across the street, it does not say that it will or that we will---I believe it says that we may. The reason that it is included is this--if I don't say it now going in on the declaration, the homeowners who buy in there can't come in later and say that we have decided to let the people across the street have access. It is there to reserve the ability of the developer to grant people across the street access rights over the real property of homeowners---if it became something that they wanted to do.

Mr. Germain: I understand that you are trying to reserve the rights across the street. But I think the piece of history that you were not here for is, in a work session I believe that it was stated that the applicant was not able to get the property across the street under control and that there were no plans to move this project across the street or to join the two.

You now have that property under an agreement which is diametrically opposed to what the Board was already told. That is the question.

Mr. Lopresti: The contract is dated 6/18/10.

Mr. Smith: Is it possible to expand a condominium association?

Mr. Germain: No.

Mr. Smith: So you would have to form another one across the street that would have access through this one.

Mr. Germain: You can expand a homeowner's association, but you can not expand a condominium association because of the map. Once I own 1/13 of the common area, I can't expand it.

Mr. Lopresti: I do not have an objection to allowing access.

Mr. Smith: Without you putting something across the street, I don't see how this works. I did get a copy of the budget for the Homeowner's Association. Frankly, I don't think that it works with all thirteen units. My question would be what happens when it goes under? I wanted to review the condominium bylaws for that. If it does not work, in reality it will get dumped back off on the Town. What happens if the sewer breaks and the Homeowner's Association goes away? Can you image the lake if there is sewage sitting there? The DEC and everyone will be looking at the Town to replace it.

I actually think that you need the place across the street to make this viable. Can 13 units support maintenance on the docks, etc? In an HOA the developer would maintain control of the Board of Directors so to speak---or control of the project until a certain percentage of the units were sold.

Mr. Mercury agreed adding 50% or five years.

Mr. Smith: Is that the same for condos? At the end of five years even if only two are sold, the developer loses control of the condo association.

Mr. Mercury: Loses control, but he still owns the other eleven. The developer owns all of the unsold units until they are sold.

Mr. Card: My next question is from your bylaws and relates to this. It states upon termination. What happens if it is terminated? What happens if the condo association is terminated or abandoned? Who ends up maintaining the sewers and the roads? Is there a bond put up or any type of securities?

Mr. Mercury: The condo requires that 15% of the units get sold to legitimate purchasers to

make the condominium effective. In this case that would be two units. So there would be two units sold, with the developers owning the rest. The idea of the Town somehow owning a portion is foreign to me.

Mr. Smith: Who owns the sewers?

Mr. Lopresti: The property owners do. They are responsible for them.

Mr. Germain: I think that the question goes to, if the association fails or if it is disbanded, who maintains services? I know that the Town has no legal obligation to maintain it, but it would present a political concern to the Town if 13 homeowners ask why their roads or sewers are not being maintained.

Mr. Marzullo: It is not only a potential Town problem, but a potential problem for Town residents if we were to allow something like this to happen and it was not financially feasible.

Mr. Mercury: I can't imagine this scenario. Why wouldn't anyone in a subdivision say come plow my driveway? The Town would not because it is private property.

Mr. Romans: Sewers came up during the last work session. It sounded to me like you wanted them to be private and included in our budget. They could be put in as public. Water already is per OCWA's request. On our original plan we showed as easement because it was going to be main line sewer on some of these lots.

More discussion occurred.

Mr. Parrish: I think that they are showing an 8" diameter pipe which would be the main issue relative to sewers. The question of sewer ownership came up because originally this was shown as separate lots—a homeowner's association. At that point in time the sanitary sewer had to be a public facility. When it went to the condo ownership and the parcel was essentially a single parcel under condo ownership, then it could be a private sewer. So at that point I did not make it a positive one way or the other, but it could be a private sewer. This may be something that you want to consider in your recommendation to the Town Board---whether it should be public sewer or private sewer.

Mrs. May: What arrangements have been made for trash pick-up? I don't believe a private hauler will go down a private road. Would owners haul 13 or 26 trash cans out to the end of the road?

Mr. Lopresti: Typically, at other sites we get some of the totes which homeowners have that are brought out to the street. In this case it would be to the private drive where a small truck would pick them up. I am not sure what the case here is, but either way it would be the responsibility of the homeowners and the association.

We budgeted that to be picked up by an independent hauler.

Mr. Marzullo: You are budgeting 50-60. Where did you get that number?

Mr. Lopresti: That came from a hauler's estimate. I called a couple of people that I have worked with.

Mr. Marzullo: I was curious because that is \$130 per unit, per year. In the Town-wide district residents are paying \$192. The budget is important. Are you telling me that these numbers were not nailed down? The numbers do not make sense to me.

Mr. Lopresti: It is hard to make all of these assumptions when you don't have exact figures on everything. I am not sure it will change between now and the time that we actually pick up trash. It is only an estimate at this point.

More discussion occurred with the applicant and the Board expressing their frustrations with the process.

Mr. Romans: What information about the parcel across the street would you like to know? Are you looking for something like a sketch plan to see that it is on board with the project?

Mr. Smith: It was important to me that it was on board. I am glad that you have a contract. It makes me a little more favorable towards the project. Do you anticipate when you would be developing the section across the street? You must have some term within the contract.

Mr. Lopresti: We were looking at trying to get this approved and then we were going to start the engineering on the parcel across the street.

Mrs. May: How many units would you have over there?

Mr. Lopresti: I don't know at this point because I don't know how much usable property there is over there. There are wetlands.

Mr. Smith: And it can't be part of the condominium so that would be a separate condominium.

Mr. Lopresti: It would be a separate condominium with access rights.

Mr. Smith: So the access road would get used on a regular basis. A gate does not make sense if you are eventually going to have access.

Mrs. May: There is a lot of traffic on Lakeshore Road, especially in the summer.

More discussion occurred.

Mr. Lopresti: Why don't we go through the Board, member by member, and let's get any questions on the table that you want? We will go back, field those questions and come back to you for a vote the next time we meet. The next time that we come we will have all of the questions that you want answered.

I really would like to have feed back on your questions prior to the meeting so that if there are any further questions we can address them. Please. We have made a lot of steps trying to grab information at Board meetings and work sessions. I just don't want to come to the next meeting and have you say I wish that someone had said that you were going to do this or that. I really would like to have that feedback. I would feel kind of foolish standing before you again without having all of the answers that you want.

So if there are any questions, I would be happy to write them down now and get back to you.

Mr. Marzullo: I did ask Hal for details on the budget.

Mrs. May: I would like a more detailed explanation on your trash removal, how that will be handled. Is the private hauler going to come in and individually pick up per unit? Or, who is responsible for hauling all of these cans out to Lakeshore Road?

Mr. Germain: Before you get into asking and answering questions back and forth, if the applicant wants to know the questions the Board could submit those questions---perhaps email them. The Board could carefully think it out and consider all of the questions that you have.

Mr. Marzullo: I can understand wanting all of the questions, but understand that this does not necessarily limit us from coming up with new questions if it happens.

Mr. Lopresti: I am not saying that it does. At least it gives us a starting point where I can have the information that you are asking for. That gives us more time to give you the right answers. That is why the sooner we get those questions, whether they are in writing or by however you want to do it, it is fine by me.

Mr. Germain: I understand your frustration. But one of the concerns certainly about having follow-up questions is the more information that you give the more questions that the Board has. So it is unfair for you as the applicant to say, "Tell me all of your questions right now and I will answer those and expect a vote." It is unrealistic. I don't think that is what you really meant.

Of course there will be the opportunity for the Board to ask all the questions that you want to. Right up until the final vote you will have every opportunity to ask any question and ask about any concern. Any questions that you want specifically addressed you can submit in writing or in an email. You will certainly be free to follow up with any questions or engage in any investigations appropriate under the circumstances.

As far as the budget goes and as far as your association rules, those were asked for by the Board and you were given the opportunity to supply them. What you supplied lead to more questions. But it wasn't as if you were not given the opportunity and asked for those things. You were specifically asked for them.

Mr. Lopresti: The only objection that I have on that Sir is that we asked for feedback on that. We were going to meet at a private work session. I mean that we asked for feedback and I did not get any and so we did not have that information ready and available for you.

More discussion occurred.

Mr. Mercury: I misunderstood the process. It was not apparent to me that tonight would be a site plan approval session. I thought that it would be more of a representation of the general zoning change to the Town Board.

More discussion occurred.

Mr. Lopresti: We want you to be comfortable as a Board as a whole. It is not our intention to jam something down your throats. We want a good project. This is not us trying to create a bad project by just throwing something together. We want you guys to say what a wonderful project we have done.

We also want you to understand that some of these requirements about the association might have to be reviewed after we get through the approval process. They may need to be re-investigated by your Board. And then after the Town Board level, we can come back to your Board because some things are site specific.

More discussion occurred about the recommendation process, potential options across the street, trash removal and public versus private sewers.

Mr. Mercury volunteered to send the agreement to Board members. He asked for Board email addresses as various Board members noted that they would forward their questions.

Mr. Marzullo: I think that we would prefer that this not be included within the Town-wide trash pick-up and that the bins do not come out to Lakeshore Road. Whether or not the contract calls for that is questionable. We don't want an out-of-town contractor going down a private drive. So the PUD would be subject to that.

Mr. Card asked that yard waste be addressed as well.

Mr. Marzullo noted that could also be stipulated within the PUD.

Mr. Card also asked for more dock information.

Mr. Romans asked some brief questions about signage for the property across the street.

ESTABLISH 2011 SCHEDULE FOR PLANNING BOARD MEETINGS

Mr. Marzullo: The Board had discussed moving Planning Board meetings to the second and fourth Mondays of each month at 7:00 p.m. We also discussed having work session meetings on the Wednesday proceeding Planning Board meetings at 8:00 a.m. **Mr. Smith made a motion** as stated by Mr. Marzullo above. **Mrs. May seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Yes
Mr. Marzullo:	Yes

APPOINTMENT OF SHARON MAY AS DEPUTY CHAIRPERSON FOR 2011

Mr. Marzullo made a motion to appoint Sharon May as Deputy Chairperson for 2011, assuming that she accepts the position. Mrs. May accepted. **Mr. Smith seconded the motion.** The motion was **approved** with the following vote:

Mr. Card:	Yes
Mr. Honors:	Yes
Mr. Abbey:	Yes
Mr. Smith:	Yes
Mrs. May:	Abstain
Mr. Marzullo:	Yes

The Board thanked Mrs. May for accepting the position. Mrs. May thanked the Board for their nomination.

Mr. Marzullo made a motion to adjourn. **Mrs. May seconded the motion.** The motion was **approved** unanimously.

IN AS MUCH AS THERE WAS NO FURTHER BUSINESS BEFORE THE BOARD, THE MEETING WAS
ADJOURNED AT 9:15 P.M.

Dated: January 17, 2011,

Tonia Mosley, Clerk

