The Town of Cicero Planning Board held a meeting on Wednesday, October 7, 2009 at 7:00 p.m., in the Town Hall at 8236 South Main Street, Cicero, New York 13039.

Agenda:
-Approval of the Planning Board minutes from September 21, 2009 (approved w/corrections)
-Site Plan, J.T. Properties (Colonial Laundromat), 8007 Route 31, proposed laundromat and retail services, Ianuzi & Romans (approved)
-Site Plan, Parks Storage, 8822 Route 11 LLC, 8822 Brewerton Road, Proposed expanded self storage, Ianuzi & Romans (approved)
-Sketch Plan, Blasé Larroca, 8081 Route 11, proposed commercial retail building, CADD Systems (to return)
-Preliminary Subdivision Plan, SEQR Determination, Park Fees, Shiva Estates, Guy Young Road, 14 Lots, Fisher Associates (approved)

Board Members Present: Patrick Leone (Chairman), Richard Cushman, Robert Smith, Christopher Rowe, Sharon May, Jason Mott and William Purdy
Others Present: Wayne Dean, Director of Planning & Development, Heather Cole, Esquire, Wladis Law Firm, Mark Parrish P.E., O'Brien & Gere and Tonia Mosley, Clerk
Absent: Scott Harris, Ad Hoc Board member

The meeting was opened with the Pledge of Allegiance.

Mr. Leone noted the locations of the three fire exits and that there are no formal public hearings tonight. He acknowledged the importance of public input and encouraged audience members to ask about items on the agenda.

APPROVAL OF THE PLANNING BOARD MINUTES FROM 9/21/09

The Board requested that the following additional information be added to the motion on page 13 in paragraph 3 as read by Ms. Cole: a two year sunset clause where the developer must present plans to the Planning Board for re-approval consistent with applicable laws and rules if the project is not commenced within two years of today's final approval date. Mr. Smith noted on page 18 in paragraph 1 loose our right should be lose our right. He made a motion to approve the Planning Board minutes from September 21, 2009 including the

additions/corrections noted above. Mrs. May seconded the motion. The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Abstained
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

SITE PLAN, J.T. PROPERTIES (COLONIAL LAUNDROMAT)
8007 ROUTE 31, PROPOSED LAUNDROMAT AND RETAIL SERVICES
IANUZI & ROMANS

Representatives: Hal Romans, Surveyor and Planner, Ianuzi & Romans
Jerry O'Connell and Tim O'Connell, Developers of J.T. Properties
Peter Crissey, Architect

Mr. Romans introduced himself and the representatives. We are here for the re-development of the old Creekside Car Wash location on the north side of Route 31, west of where Route 298 comes in. The site plan has changed. We made a modification to eliminate Town of Cicero Park access to Route 31. That traffic would come through and utilize our entrance. We would have a cross easement for ingress/egress and parking. This allows us to pick up six parking spaces along the building. Those spaces would be shared with the Town. The existing asphalt here would be removed. This guard rail would be removed. The existing park sign would be moved to this green area and would get some landscaping around it. That landscaping would be similar to the landscaping we are proposing around our development sign.

We show two additional parking spaces back here with a bank of ten reserved parking spaces. We now have 71 parking spaces which is approximately one space per 196 square feet of proposed building. We have given the Town a letter from the Dollar General which states their parking requirement for 30 spaces. They typically use 15-25 parking spaces including during the holiday season. The Colonial Laundromat, the Original Italian Pizza and the Town would share the rest of the parking spaces. The Town estimates that they typically use 4-6 spaces.

We removed one connection to Route 31. This parking field would be re-paved.

The site plan reflects the storm water management system as proposed by L.J.R. Engineering. It is located off of the proposed reserved parking area. We will probably get the reserved parking area to grade with the wall around it. We would probably not pave it unless we need it. There is enough room between the wall to put a guard rail if needed. The area would be used for snow storage.

The pole lighting was moved to this location. The laudromat building has the illumination underneath their eves. We have the ability on our sign to include the road's park entrance. The Town has an existing guardrail for the basketball court. We will not touch that.

Mr. Leone asked about the exit containing a double lane.

Mr. Romans responded that the NYSDOT would not allow that. We originally went with that kind of layout. The NYSDOT has always said from a geometric standpoint they want a single full access in and full access out. They will not let us do a double lane out. I asked Mike Washburn. He said that their new policy does not allow those. He would allow us to go to a slightly wider throat, which we did. The throat is 30 feet, where the typical minor commercial is 24 feet. They gave us six extra feet but they will not allow us to stripe it that way.

More discussion occurred.

Mr. Leone: I think that the additional parking to the right will help the traffic flow and traffic circulation. We wanted you to include the driveway in the parcel to the east as a part of this configuration. We need to make sure that the next parcel over has a defined driveway location that would not be debated. We asked for that information to be included on the plan. We also need a cross easement connection to that parcel as well.

Mr. Romans showed where that was located on the plan. More discussion occurred regarding the driveway at the gas station.

Mr. Leone: We will also want the owner to approve a cross easement connection going to the west, to the old Kinney's location. That is a wise thing to do. It was also a request from

County Planning. I don't think that you would have to worry about it until something happens with Kinney's because they do not have to accept it. We would at least like to know that we got approval for it on one side. Then, if it comes back in for site plan, we will not get into a situation where some kind of bartering goes on.

Mr. Romans: Kinney's currently has a sub-standard bump out that heads to the east. The problem is the guide wire from the utility pole that goes across. That is probably why it is stopped there. But, I did add a note to the plan that basically says the developer and the Town of Cicero would enter into an agreement for cross easements for ingress, egress and parking. We would then take care of it through legal channels.

Ms. Cole noted ultimately the Town Board would have to approve any easement agreements. I don't anticipate any problems.

Mr. Dean: I talked to Chet and another Board member about the cross easements. They thought it was good idea. I don't think that there would be any opposition. I also talked to Jody Rogers about the new layout. She was pleased with the idea.

Mr. Leone asked Mr. Parrish if he had a chance to review the storm water information on the site. They County had three comments about it.

Mr. Parrish: I think the first comment was relative to the impact on the DOT facilities. The storm water does not flow towards Route 31. It is being directed to the back of the site towards the creek. The other two comments are somewhat repetitive. We have looked at the storm water mitigation that the developers are proposing and how they would handle the runoff and are satisfied with it. There is really not a potential for impact. The developers are putting in a manufactured storm water treatment system to address water quality. We feel that the runoff coming from the site meet the requirements.

Mr. Leone: We talked about the secondary property owned by the developers. We are not including that property, located to the east of the site, or looking for the potential use of that property as a part of this site plan.

Mr. Romans: Jeff Harrop was looking for a full buildout on these two parcels. I explained to him that we were going to combine the two. The drawing for the variance only had this building on it because at that time we did not have Dollar General's interest. Now full buildout is the balance of the site.

Mr. Leone: For the record, you received a variance for the backyard setback.

Mr. Romans: That is noted on the site plan. We show the proposed landscaping and full asphalt. The reserved parking spaces are kept green at this point.

Mr. Leone asked the Board if they were comfortable with the applicant not paving the reserved parking spaces in the back. They have the ability to add more if it is needed. Some of that deals with the traffic impact study which was done and the number of trips. Mark generated some information relative to the Park's need for General Commercial versus retail. Based upon the square footage for Dollar General, they should have 40-50 parking spaces. The developer is electing not to build that many because they believe Dollar General will be a long term lease. It does not make sense to build more spaces than needed.

Mr. Smith and the rest of the Board agreed that less pavement would be better.

Mr. Crissey described the architectural to the Board noting the Colonial Laundromat would have a brown shingle cedar blend. The building would have red brick with white siding. The building would be well lit because of the long hours of operation, safety. The glass windows go from ceiling to grade for full visibility inside and out. The front of the building has a 5 foot overhang which contains a strip of lighting. Details are included in the photometric plan.

The Dollar General is an engineered steel building with split face block on the base, and brick at full height, 50 feet back. It will have dark brown aluminum siding on the upper part of the building.

Mr. Parrish: We have provided one set of comments on the lighting. I have not received anything back but I have spoken with their lighting consultant. I think the issues raised can be addressed. It is just a matter of getting those revised plans to review.

Mr. Crissey noted it was included in the set of plans distributed tonight.

More discussion occurred regarding lighting and architecturals.

Mr. Crissey: We have a total of 268.5 square feet of sign. That includes all of the signs on the buildings and free standing signs. The total frontage is 166.5 feet for both buildings.

Mr. Leone: Does that include a pylon sign with one face? Is the intent to put a Park sign on that?

Mr. Crissey: There is a separate Park sign on the Town's property.

Mr. Leone: We need to get some direction for use of your driveway to the Park. When they get onto your site, where do they go? You need some directional sign.

Mr. Crissey: That would be like the sign at Kinney's where you have a drive through? I can see that happening in the island across from the other sign.

Mr. Romans: It would say Sheldon Park entrance.

Mr. Smith: Do we need to do a final inspection with the Town's engineer on this? Wayne are you comfortable without it?

Mr. Dean: There isn't a lot of drainage. I feel comfortable doing it, but I don't want to take anything away from our engineer.

Mr. Parrish did not believe it would be a big deal. Other Board members agreed.

Mr. Parrish: They have a number of landscaped areas in front of the buildings adjacent to the paving. The curb work has not been extended around. Why?

Mr. Leone: Each of those islands should be curbed. You will have people running over those.

Mr. O'Connell: What about paving?

Mr. Parrish: They would just become mud pits because people will just drive over them. They are so small and are in such a critical location. I don't see them lasting.

Mr. Romans: This developer has a proven record of taking care of his sites. They will make sure that things look good.

Mr. Crissey: I am sure that the developer would prefer to do striping.

More discussion occurred.

Mr. Romans: So you want curbing of just this one…

Mr. Smith…and eliminating the plantings and just stripe it. The area is already tight.

More discussion occurred.

Mr. Leone read portions of SOCPA'S response regarding the site's close location to Madison County. SOCPA is saying that Madison County should receive note of this site's proposal. If we move forward with approval tonight we could add a contingency that Madison County be notified. Then, they should have a reasonable amount of time, maybe a week, to respond. Or, the developer could bring back their consultants.

Mr. Romans: We prefer the first scenario because of the changing weather and the deal with Dollar General. We have a very tight schedule. I can not remember a time when we had to get a response back from a neighboring County.

Ms. Cole felt the first scenario was reasonable.

Mr. Parrish: If you want to make this approval conditioned upon a final engineering review, I am comfortable with that.

Mr. Leone: Wayne I am relying on you relative to the Town Board's acceptance of the cross easements. I am relying on the developer to satisfy the cross easements to the west and to the east.

Mr. Romans noted that would not be a problem.

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 8 of the Environmental Conservation Law of the State of New York. Mr. Smith seconded the motion. The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

Mr. Leone made a motion to approve the site plan contingent upon the subdivision approval plus the Town's attorney, engineer and Zoning Office reviews. The site plan dated October 7, 2009 should add the Park directional sign as discussed, the cross easements to the property to the west, the notice to Madison County Town of Sullivan which gives them a week to respond from the date of the mailing and the cross easement from the furthest east parcel back to the Town. The two planter areas are going to be striped, non-existing. The planter area over by the Park is going to be curbed. By the entrance, the most northern portion next to the building would be striped. Mrs. May seconded the motion. The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

SITE PLAN, PARKS STORAGE, 8822 ROUTE 11 LLC
8822 BREWERTON ROAD, PROPOSED EXPANDED SELF STORAGE
IANUZI & ROMANS

Representatives: Hal Romans, Surveyor and Planner, Ianuzi & Romans
Mr. Parks, Applicant

Mr. Leone stated that there was one outstanding issue, the façade of the front building.

Mr. Romans: The only other issue which was identified by Mr. Parrish was the existing septic system. I have been in contact with an associate of Jeff Till's from the Health Department. We were able to get a better location on the system. We would have ended up moving the septic tank. We were also concerned with using such an old system. The site was already perked as part of the drainage. That is fine. The only thing we would have to do is do a deep hole test for the Health Department. The plan shows the proposed leach field.

The developer has agreed with the Health Department to replace the system with a professional or raised bed system once the design is completed. We added a note which says that the proposed water service extension is to provide a 10 foot minimum separation between the proposed leach field and the proposed septic system and leach field's final location and design must be approved by the Onondaga County Health Department prior to construction.

Mr. Leone asked for details on Mr. Parrish's role with the septic system.

Mr. Parrish responded we really don't get involved at all with the individual sewage disposal system.

Mr. Leone: You can't give occupancy until that is approved?

Mr. Dean agreed adding the Health Department approves the design and inspects it during construction to make sure that it meets their standards. Then they sign off on it.

Mr. Romans clarified that the septic system only serves that one climate controlled building. It will contain an office for one or two workers.

Mr. Leone: I think that this Board was comfortable with all of the storage buildings. I believe that we got direction from the Fire Department about the accessibility back there. I believe that lighting issues were resolved. I believe that they agreed to move their sign back out of the easement. (Mr. Romans agreed noting that was shown on the plan.) We are just missing the building design piece.

Mr. Romans: The color will match the existing buildings. There is an awning here with the main entrance here. There is a five foot walk here. There will still be parking and 26' of lane width. I adjusted the landscaping to go out around that. The overhead garage door that you see is not a typical garage overhead door for driving in. It is a 6' wide door used to allow large items to be brought in. It allows access to that portion of the building without having to go through the office. There is no vehicle access into the building.

Mr. Smith: Is that stone behind the landscaping?

Mr. Romans: On the front there? Yes. It gives the face of the building a nice look. The only garbage generated would be from a typical office. We will not have dumpsters for customers. Typically you will have one of the trash barrels which are kept inside the facility. This is not a place where you come to throw stuff out.

Mr. Smith: I would like to ask Heather to speak to the language we should put in the motion to demonstrate that this is not a change of policy for the Board so that we are protected from any court action.

Ms. Cole: Mr. Smith is referring to this now being storage in a General Commercial zone. You have had some issues with that in the past. I think that the reason that the Town is protected here is because this developer obtained a use variance for storage at this site. So, I do not believe that you are setting a precedent that would allow self storage facilities in General Commercial zones. You made this developer get a use variance in order to continue that use.

Mr. Smith: And we have not changed our policy of not allowing storage in GC zones.

Mr. Romans: That use variance is referenced on the site plan.

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 8 of the Environmental Conservation Law of the State of New York. Mr. Mott seconded the motion. The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

Mr. Leone made a motion to approve the site plan with a date of October 6, 2009 for the approval of Parks Storage at 8822 Route 11 for the expansion of self storage being completed under the use variance for storage in a General Commercial area. Approval is contingent upon the leach field for the last building being approved by the Onondaga County Health Department. Mr. Purdy seconded the motion. The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

SKETCH PLAN, BLASÉ LARROCA
8081 ROUTE 11, PROPOSED COMMERCIAL RETAIL BUILDING
CADD SYSTEMS

Representative: Chris Haberer, CADD Systems Incorporated

Mr. Haberer introduced himself. We are proposing a 4,390 square foot retail building to be located at the back of the site. It adheres to all current setbacks. The back of the parcel belongs to Mr. Larroca also. He has an agreement with Target to leave a buffer zone to the residential area located to the north. It is an empty unmaintained area because the drainage ditch does not allow access there. Target has their privacy fence around the property line which also stops anyone from going back there. There is also a privacy fence that runs along the property that would connect to the back corner of the proposed building. That existing fence would need to be extended 8-10 feet. The grade changes considerably from the parking lot down to the residential back yards.

There would be no access from that side of the building except for an emergency door in the front corner. Therefore vehicles should not be pulling in there.

Mr. Leone: What is that on the side of the building towards the parking field? Will that just be a wall?

Mr. Haberer: The entrance is shown here where the handicap parking is located. The sidewalk currently runs along these two faces, the one that faces Route 11 as well as Target. The sidewalk will not be carried all the way around the building.

We have re-arranged the parking from plan to plan. There was quite a bit of drive lane space, so we have consumed some of that to allow for more parking. We allow cross traffic here to flow all of the way around the center parking spine as well as upfront parking here at the building and a couple of employee parking spots. We currently have 99 parking spaces. With the proposed plan it drops to 88 with 10 motorcycle spaces along the side of the sports bar.

Mr. Leone: The existing building had contained a restaurant/bar and a pet center. What ideas do you have for the former pet center area?

Mr. Haberer: That area will remain as retail sales. It will not be consumed by the restaurant or bar.

Mr. Leone asked for the seating capacity requirements for GC retail and for GC restaurants. As we continue to move forward with retail space in the back the Board needs to recognize and assure ourselves that the pet store area remains retail. If that area is reconfigured for a restaurant, we may not have enough parking.

Mr. Smith: You have one space per 1,000 square feet. You need two spaces.

Mr. Parrish: We are talking about GC using 300. We are saying retail between 150 and 200. We need to take a look at that.

Mr. Smith: For the proposed building you have 4.39 spaces required. The building is 4,390 square feet. That is almost perfect for a cellular store or something like that. I don't know how you figure to get a retail operation with that much square footage with only four parking spaces. Where are you going to park employees?

Mr. Haberer: The restaurant does not usually get going until evening. We would have a shared parking condition. We don't currently have a tenant for the space.

Mr. Leone: I understand. But the facts are that we have to come to grips with each tenant having a parking requirement that needs to be satisfied. You need to go back and look at the size of the restaurant, the number of seats or the occupancy and see what that demands.

Mr. Haberer: My retail numbers may be off but I am pretty sure that for the restaurant, with the occupancy load, sounds like a legitimate number.

Mr. Leone: But collectively together, each piece must work.

Mr. Parrish: According to the information that is provided, the front bar area has an occupancy load of 71 and the rear banquet area has an occupancy load of 90. So you have a total of 161.

Mr. Leone: We typically figure two people per car.

Mr. Parrish: That would require 80-81 parking spaces.

More discussion occurred.

Mr. Leone: You could reconfigure the way the drive is on the back lane to become one way. You might be able to get more parking spaces on the front of the building.

Mr. Parrish: Is there anything that is driving the configuration of the building, the L-shape?

Mr. Leone: The answer is no. They have a pad, they don't have a tenant.

Mr. Parrish: The entrances are at an odd location for how it is set on the site. There may be an opportunity to change this to maximize parking. Perhaps you can reduce the square footage of the proposed building.

Mr. Leone: You could square off the building to add more parking spaces. We need to give him a target for his retail, General Commercial space. If the occupancy numbers are correct, you have enough parking for the operation as it is right now. You now need to generate enough parking for your new building. The proposed building would need about 20 customer parking spaces plus employee parking.

More discussion occurred.

Mr. Haberer: The client wanted to try and maximize his options on the site. I appreciate the input. We will go back to the drawing board and redesign the building a little better along with the parking layout.

Mr. Leone: I want to send him away with some type of numbers. How about a parking space for every 300 square feet?

Mr. Parrish: That is the general commercial type use. The retail sales might be closer to 1 per 200-250 square feet.

More discussion occurred.

Mr. Leone: I don't want to send you out with the wrong message. You have not overbuilt your site for site coverage. Your use and desire is appropriate according to code. Now you have to make the parking issue work to everyone's advantage.

Mrs. May: For the existing building you have two dumpsters that are enclosed. Are you going to add another dumpster for the proposed building?

Mr. Haberer: We would make the new building's tenants share the existing dumpsters. Another dumpster would eat up valuable building or parking space. Maybe we could add another dumpster after the redesign.

Mr. Leone: I thought you were going to tell us that you would do some improvements to the sidewalks at the front of the building.

Mr. Haberer: With the DOT's approval.

Mr. Leone: I am assuming that you will add a name onto your sign.

Mr. Haberer: There was a sign page included with the site plan. The sign company will submit a total sign package for approval. I image the redesign will not effect the drainage issues.

Mr. Leone: I don't know what the drainage issues will be back there. That is a question for an engineer. But those issues have to be addressed. You can not inundate the drainage ditch, the neighbors to the north or the storm water flow. You are working for the developer to address those problems. You will also need to address buffering and fencing.

Mr. Mott asked where snow would be stored.

Mr. Haberer: I have a small section on one side of the building. Snow will also be removed from the site as required. Last winter the snow was pushed towards the north end of the property along the curb to the back of the existing building. The gentleman that owns this property has access to the equipment necessary to maintain it properly. The drainage ditch that runs along the side is far enough off the property line that when they do plow it melts into the ditch.

More discussion occurred.

Mr. Dean: I would like to see two other issues addressed: the correction of the drainage problem to the north property owners and the fence that is in disrepair.

Mr. Leone: I thought that we had tried to address the drainage issue several times. Is that really an issue from the fill of this site?

Mr. Haberer: I thought that it was a grade issue after reviewing the topographical data and spot elevations. We had concluded that it is not this site that causes the drainage problems.

Mr. Dean: Apparently the drainage from those yards went into the low spot that used to be on this property, which is now filled in. It is my understanding after talking with the neighbors to the north, that their backyards were not nearly as wet as they are or under water as much as they are now before that was filled in. There is a problem that was created there, which still exists.

Mr. Leone: What is the fix? We just went through this with the bank pad on Route 31. Part of the drainage issue is the flat topography we are dealing with for the water to make it there. We spoke earlier about this drainage ditch. It does not have as much water flowing through it as before. It should not be a capacity issue.

Mr. Dean: It is not a capacity issue. I believe it is just the vegetation that has grown up in that ditch which is partially blocking the water and causing it to backup.

Mr. Leone: Is that a drainage easement that the Town owns? Should it be? Who is responsible for cleaning it?

Mr. Haberer: There is a tree laying across the swale in one of these backyards. The guy came out and dug up under it to try and alleviate some of the problem. There is a 24" culvert that comes out from under the road here that accepts all of the stormwater from up and down Route 11 as well as some water from the Wal-Mart side. There is a 24" culvert that goes under

the cross easement here. It gets all choked up in here where it has not been maintained. Then it all comes down here to Stevens where it tries to cross underneath in a 12”-18” pipe.

Mr. Cushman: If I recall, when the Target developer first came in we talked about that ditch. It was the assumption at that time that a lot of those residential backyards had a swale which the residents filled in to expand their backyards. I believe we said that we could not force Target, or this developer, to take care of a drainage problem caused by those residents.

Mr. Leone: Why isn’t there a drainage easement there which the Town would take care of?

Mr. Parrish: Normally drainage easements get conveyed when a subdivision is developed and there is Town drainage that goes through the site. In this case you are talking about drainage from the State’s systems, so the Town may not get involved for that reason. I don’t necessarily know that there isn’t a drainage easement along the back of those properties which may or may not have been filled. It may or may not be there. Wayne seems to indicate that it is not. I can certainly go out and look at this and come back with some recommendations about what can be done here. Then I guess we would have to determine if this developer is willing to do it or whether he can do it given where he has to work. If the work needs to be done on private property, would he be able to access the area where said work needs to be done? He would need to get the resident’s permission. I would think that if they have a problem, that they would give that permission.

Mr. Haberer: Our plan proposes re-channelizing the choked up area that has been allowed to become overgrown.

Mr. Leone: If there is not a drainage easement, the property owner can do what they want to back there. Normally, if a drainage easement went across their property the property owner would have to maintain it. Maybe this is a good time to get a drainage easement from this developer which would be all on his property.

More discussion occurred.

PRELIMINARY SUBDISION PLAN, SEQR DETERMINATION, PARK FEES
SHIVA ESTATES, GUY YOUNG ROAD, FISHER ASSOCIATES
41 LOTS (PHASE 2: 12 LOTS, PHASE 3: 27 LOTS, PHASE 4: 2 LOTS)

Representatives: Barbara Bratt and Masih Marvasti, Alim Corporation

Mr. Smith: Have we determined if we are at the deadline for this?

Ms. Cole: I believe that tonight is your last night to act before you would maybe need to work through another extension with the developer if you were so willing.

Mr. Marvasti introduced himself. We changed the phasing according to the letter we received from Mark Parrish. It would be four phases. Phase 2 would be 12 lots. Phase 3 is 27 lots and Phase 4 would be two lots.

Mr. Leone: Have you agreed in theory to the road easement?

Mr. Marvasti: We did not receive anything about easements but yes we are going to agree.

Mr. Parrish: We provided to the applicant, after submitting it to the Board for review and comments, the proposed phasing and approval conditions. I think Mr. Marvasti addressed the phasing conditions. The other issue that remains is with Phase 2. The Board is requesting a 60' wide access easement be granted from the end of Shiva Drive to the Town's property and that it be filed with the final plan. Those documents would need to be reviewed and approved by the attorney and the easement accepted by the Town Board prior to the developer's ability to record the easement with the final plan in the Clerk's office. So I guess we need to ask the developer if he agrees to that condition.

Mr. Marvasti: Yes we do.

Mr. Parrish: I would note for the record that the easement shown on this plan narrows down in the area of Lots 30 and 35 where it crosses the buckeye pipeline easement. So, this does not necessarily reflect what we are asking for. We are asking that it be continued with a 60' width

through that area. If you are going to approve the plan I would suggest that you approve it with that as a condition.

Mr. Smith: Is that the width that we need for a road?

Mr. Parrish: It is the typical right-of-way width for roads.

Mr. Leone: Does that do anything to their lots?

Mr. Parrish: No, there is no significant impact. The other condition that was suggested is that security is to be provided prior to the filing of the final plan for the construction of approximately 650 feet of a 20' wide gravel road from the end of the existing portion of Shiva Drive to the Town property within that easement that is to be granted. The developer will be required to enter into a written agreement with the Town regarding the nature of the security and under what condition the Town may utilize the security prior to filing the final plan. The form for this agreement must be reviewed and accepted by the Town's attorney. The developer will need to provide a construction cost estimate including any special costs for crossing the buckeye pipeline at the time the security needs to be posted. That would need to be reviewed and approved by the Town's engineer.

Mr. Leone: In this instance, the security is only to build a 20' wide gravel road. At this point, we are not asking him to provide securities across the buckeye pipeline with utilities or anything else.

Mr. Parrish: Yes. And it is for Phase 2. This is all on a document dated September 28, 2009 which we provided to the applicant. We should probably attach this to the minutes if the developer is agreeable.

Mr. Leone: In theory as a result of accepting the easement and the security, the Planning Board has agreed to wave the park fees for Phase 2.

Mr. Parrish: Under Phase 2, every two years following the filing of the final plan and the posting of the security the need for the construction of the road will be reviewed. Depending

upon the outcome of the review, the road shall either be constructed, the Town will take the securities for the road or the securities will be renewed based upon updated construction costs.

Mr. Leone: I am not sure that should say road as much as it should say drive. I don't want it to be misconstrued with the 60' for normal road width.

Mr. Parrish agreed gravel drive. Phase 3 would be the 27 lots along Shiva Drive and Kian Lane. The developer would be responsible for construction of a road and utilities at the time of development from the intersection of Shiva Drive and Kian Drive to the Town property. I want to note for the record the plan shows the utilities in the road stopping short of the property line. Again, if you are going to do the approval you would need to make sure that you are clear that the plan does not properly reflect that. It should be revised or that's a condition of approval. Again, the Planning Board would wave the park fees in consideration of the construction of the road and utilities.

Phase 4 is basically Lots 40 and 41 which would be developed at the time the property to the south of the site is developed. So I guess we need to get concurrence from the developer that he agrees with these conditions of approval. I think that the rest of the issues associated with the subdivision have been addressed. We are comfortable with the utilities, storm water, etc., subject to final preparation of contract drawings and those types of things which would need to be completed by the Town Board.

Mr. Marvasti: Who is going to pay for the cost of the utilities from Shiva Drive to the other?

Mr. Parrish: It is your responsibility to construct. The cost would be yours.

Mr. Smith: To the Town's property line?

Mr. Parrish: Yes.

Mr. Marvasti: It is going to be expensive. It is almost going to be $47,000 for utilities. The park fees would be another $20,000. I understand the $20,000 is for the 600' gravel road.

Mr. Leone: That is the security for that. You could build the gravel road yourself tomorrow and never post the securities. Under Phase 2, if you want to build and give us the 60' wide easement all the way to the Park and at your expense build a gravel driveway, you don't need any securities. The security is for your benefit. The security is a tenth of the cost for building it out.

Mr. Parrish: I am not disputing the cost estimate or am I necessarily agreeing with it. I did not really review it in a lot of detail because it is not influential to the Board's approval. It might be influential to the developer's decision as to whether or not he wants to accept the conditions.

More discussion occurred.

Mrs. Bratt: That roadway would only have to be 20' wide and could be gravel?

Mr. Leone: Temporarily.

Mrs. Bratt: Temporarily. But that would wave the park fees?

Mr. Leone: Yes for Phase 2.

Mrs. Bratt: So we would not have to come up with a bond?

Ms. Cole: That depends. If you are going to construct the 20' gravel drive as part of Phase 2, then you do not need to post any security or bond. If you are not going to construct the gravel drive by Phase 2, you do need to post the bond or security.

More discussion occurred.

Mr. Parrish: I think that Mr. Marvasti's question is does the portion from the intersection of Shiva and Kian Drive leading into the Town Park ultimately need to be paved.

Mrs. Bratt: It is my understanding that all that would be required from us is to put gravel there. We have donated the lot for access to the Park.

Mr. Leone: That was not my understanding. I thought that we were going to get pavement.

Mr. Parrish: Again I am not disputing or suggesting that the cost estimate is accurate. It is really an exercise for the developer to undertake. He is saving $20,000 in park fees. It will cost him $47,000, according to his estimate. That means that he has to make up with $27,000 through the development of his lots to make up the cost of meeting the conditions of the approval.

Mr. Leone: The portion of the drive, does that have to be built to Town specifications for roads?

Mr. Parrish: I think they thought it was going to be gravel. I think that you indicated that you thought it was going to be paved. Whether that is paved to Town standards with gutters and all that, is someone else's decision. Either the Parks Department needs to say what they would like the access drive to consist of, or this Board needs to make that decision.

Mr. Dean: The road into Gateway Park is an oiled chip road…

Mr. Parrish… a 20' wide, binder road…

Mr. Dean: And everyone is happy with it. That is what I would image that we would want here.

Mr. Parrish: So, we are talking about a 20' wide paved road, not necessarily with gutters or any of that. But, we also would want the water main and the sanitary sewer brought to the site.

Mr. Leone: Do we need a 60' easement through there?

Mr. Parrish: Yes. That is the only additional beyond what the developer would typically need.

Mr. Leone: Does that change his $47,000 figure?

Mr. Marvasti: Yes it is changed because the gutter fee was included in the estimate. Is it going to be only 2" asphalt?

Mr. Parrish: I think that we are probably talking about 2.5 inches of binder with 12-18 inches of subbase.

Mrs. Bratt: If it is gravel, it is more or less a gravel driveway with two lanes that would be going to the Park?

Mr. Parrish: That is a temporary access until Phase 3 is constructed. I think that everyone's hope is that never needs to get constructed and that Phase 3 will be completed prior to the Town needing to access this property.

Mr. Leone: I don't really see your need to spend the money on that driveway. It may be two years out when you would have to do that. Get your bond. Post it as a security for the 650' x 20' wide gravel driveway. At least that guarantees the Town that we have access to the Park. It is not the kind of access that we desire to have there. We would continue to work with you at your pace to get to Phase 3.

Mr. Marvasti was asked if he wanted to accept the recommendations presented by the Planning Board.

Mr. Marvasti: Yes, I have no choice.

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 8 of the Environmental Conservation Law of the State of New York. Mr. Mott seconded the motion. The motion was approved with the following voted:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

Mr. Parrish: I would suggest that you approve the plans dated January 30, 2009 but note that the phasing is going to be in accordance with the September 28, 2009 approval conditions. We also need to note that the right-of-way leading to the Park will be a 60'width.

Mr. Leone: Is the phasing right in the drawing?

Mr. Parrish: Yes. The September 28th date is not the only plan that comprises the plan.

Mr. Leone made a motion to approve the preliminary subdivision plan for Shiva Estates as follows:

- The approval is based upon the following plans:
    - Preliminary Plan dated January 30, 2009 revised according to Cicero Planning Board "Phasing Approval Conditions" dated September 28, 2009
    - Roadway Profiles 1 dated January 30, 2009
    - Roadway Profiles 2 dated January 30, 2009
    - Buckeye Pipeline Plan and Details dated November 14, 2008
    - Buckeye Pipeline Specifications November 14, 2008
    - Stormwater Pollution Prevention Plan dated January 21, 2009.
- Phase 1 is the completing of 12 lots along Shiva Drive and Bratt Lane. That has already been completed.
- Phase 2 is to consist of 12 lots (11 building lots plus Lot 12) along an approximately 600 feet long extension of Bratt Lane.
- A 60-feet wide access easement generally consistent with the road right-of-way shown on the Preliminary Plan from the end of the existing portion of Shiva Drive to the Town property shall be granted to the Town prior to the filing of the Final Plan for Phase 2. Although not shown on the Preliminary Plan the right-of-way/access easement for the portion of Kian Drive extending to the Town property shall have a width of 60-feet. The easement documents will need to be reviewed and approved by the attorney, and the easement will need to be accepted by the Town Board, prior to the developer's ability to record the easement with the Final Plan in the County Clerk's Office.
- Security is to be provided prior filing of the Final Plan for Phase 2 for construction of approximately 650 feet of a 20-feet wide gravel drive from the end of the existing portion of Shiva Drive to the Town property within the access easement. The developer will also be required to enter into a written agreement with the Town regarding the nature of the security and under what conditions the Town may utilize the security prior to filing the Final Plan. The form of this agreement must be reviewed and accepted by the attorney. The developer will need to provide a construction cost estimate, for the gravel drive including any special costs for crossing Buckeye pipeline, at the time the security needs to be posted, for review and approval by the engineer and the Town.

- Every two years following filing of the Final Plan for Phase 2 and posting of security the need for construction of the gravel drive will be reviewed. Depending on the outcome of the review the drive shall be constructed, the Town will take the securities for the drive or the securities will be renewed based upon an updated construction cost estimate.
- The Planning Board will waive park fees for Phase 2 in consideration of the access easement and gravel drive.
- Phase 3 is to consist of 27 lots along Shiva Drive and Kian Lane.
- The Developer will be responsible for construction of a road and utilities at the time of development of Phase 3 from the intersection of Shiva Drive and Kian Drive to the boundary of the Town property including the crossing of the Buckeye pipeline. The road shall be a 20-feet wide paved road with a minimum gravel subbase with 12-inches thickness and a binder course with 2 ½-inch thickness. The utilities to be extended include water, sanitary sewer, electric and gas.
- The Planning Board will waive park fees for Phase 3 in consideration of the construction of the road and utilities to the Town property.
- Phase 4 is to consist of Lots 40 and 41 to be developed at the time the property to the south of the site is developed.
- The Planning Board will waive park fees for Phase 4 in consideration of the construction of the road and utilities to the Town property. Mrs. May seconded the motion.

Mr. Marvasti: Utilities to the boundary of the Town's property, not extended?

Mr. Smith: To the boundary. I think that the Board intends for the easements to be granted before anything happens. You want to have a defined easement. It does not come down the road; it is the very first thing that happens.

Mr. Leone: Before it can be filed, Phase 2.

Ms. Cole: Before the final plan can be filed. This is just the preliminary plan but it would happen before the final plan is filed. I understand what you are saying.

Mr. Leone: Do you want to bring the plan back in at five years if it is not phased out?

Mr. Parrish: It is two years regardless. The code says that plan approval expires after two years unless they come in and ask for an extension.

The motion was approved with the following vote:

Mr. Cushman:	Yes
Mr. Smith:	Yes
Mr. Rowe:	Yes
Mrs. May:	Yes
Mr. Mott:	Yes
Mr. Purdy:	Yes
Mr. Leone:	Yes

Mr. Cushman made a motion to adjourn. Mr. Rowe 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: October 14, 2009

Tonia Mosley, clerk