

Town of Halfmoon Planning Board

March 9, 2009 Minutes

Those present at the March 9, 2009 Planning Board meeting were:

Planning Board Members: Steve Watts – Chairman
Don Roberts – Vice Chairman
Rich Berkowitz
Marcel Nadeau
Tom Ruchlicki
John Higgins
John Ouimet

Alternate

Planning Board Member: Jerry Leonard

Senior Planner: Jeff Williams

Town Attorney: Lyn Murphy

Town Board Liaisons: Paul Hotaling
Walt Polak

CHA Representative: Mike Bianchino

EDP Representative: Mike McNamara

Mr. Watts opened the March 9, 2009 Planning Board Meeting at 7:01 pm. Mr. Watts asked the Planning Board Members if they had reviewed the February 23, 2009 Planning Board Minutes. Mr. Ouimet made a motion to approve the February 23, 2009 Planning Board Minutes. Mr. Ruchlicki seconded. Motion carried. Mr. Roberts abstained due to his absence from the February 23, 2009 Planning Board Meeting.

Mr. Watts stated the following: During the Town's fire inspections, our fire inspectors found that there were 4 new tenants in the Nine North Building Office Complex located at 1407 Route 9. Change of Tenant applications had not been submitted for these 4 new tenants so we informed the owner of the building that they had to submit applications to the Planning Department. The first 4 items on tonight's agenda are these change of tenant applications. There is adequate parking for all 4 of the sites.

New Business:

**09.010 NB Total Lighting Concepts, 1407 Route 9 (Nine North-Bldg. 2) –
Change of Tenant**

Mr. Jordan Laccetti, of T.L. Metzger & Associates, stated the following: I handle all the leasing for the Nine North Office Complex in Halfmoon. Total Lighting Concepts is a residential and commercial lighting company. Their office at the Nine North Office Complex is going to be a sales office. There probably would be 3 full-time employees and 1 or 2 on the road sales

people who will use this office as their home base to cover their territory. Mr. Watts stated they indicate in their application "this office will serve as their outside sales office and only on a rare occasion will a customer visit the office" and asked Mr. Laccetti if he had any idea that this would change? Mr. Laccetti stated no it would not. Mr. Watts stated if it changed into display and sales, you would have to come back before the Board. Mr. Laccetti stated the following: They are not going to keep any merchandise, samples or anything on site. They will just have catalogues for their on the road sales people to bring to their clients.

Mr. Berkowitz made a motion to approve the change of tenant application for Total Lighting Concepts. Mr. Nadeau seconded. Motion carried.

09.011 NB Northern Funding, 1407 Route 9 (Nine North-Bldg. 1) – Change of Tenant

Mr. Jordan Laccetti, of T.L. Metzger & Associates, stated the following: Northern Funding is a mortgage loan firm. They have 3 full-time employees. They are licensed by the New York State Banking Department and they underwrite and process mortgages for several of the larger lending institutions in the country. To the best of my knowledge they conduct most of their business via the internet, fax, email and telephone so they don't have too many visitors that actually come to their office. On occasion they will have people stop by to pick stuff up but these people would just be coming in and out.

Mr. Roberts made a motion to approve the change of tenant application for Northern Funding. Mr. Higgins seconded. Motion carried.

09.012 NB Hillman Environmental Group, 1407 Route 9 (Nine North-Bldg. 1) – Change of Tenant

Mr. Jordan Laccetti, of T.L. Metzger & Associates, stated the following: Hill Environmental Group is a full service environmental consulting firm. They are based out of New Jersey and this site would be a satellite office for two of their independent contractors who will go out to sites and collect construction materials; namely fiberglass and they will test the fiberglass by looking under microscopes at the 1407 Route 9 site. Mr. Watts stated they indicated in the application that there would be PCM sampling done in the suite, which includes testing fiberglass and dust, two employees perform building inspections and take samples to test. Mr. Ouimet asked if there would be any hazardous materials stored on site? Mr. Laccetti stated no there would not. Mr. Ouimet stated the reason why I raised that question is because sometimes to test for hazardous material other types of hazardous materials are used. Mr. Laccetti stated the following: To the best of my knowledge they don't, but I could double check on that for you. I did ask them and they said all that they would be keeping on-site is microscopes, a moisture meter kit, an auger and cassettes. They did not mention anything that could be deemed hazardous. Mr. Ouimet stated my only thought is that if they have hazardous materials on site, we should have some kind of assurances that they are well secured. Mr. Watts stated I will have one of our Building Inspectors check that site to make sure that they are in compliance with all State codes.

Mr. Berkowitz made a motion to approve the change of tenant application for Hillman Environmental Group contingent on the Town's Building/Code Enforcement Department to investigate whether or not hazardous waste is stored on site and if so, that waste material is stored and disposed of via NYSDEC standards. Mr. Ruchlicki seconded. Motion carried.

09.013 NB Ronco Communications, 1407 Route 9 (Nine North-Bldg. 3) – Change of Tenant

Mr. Jordan Laccetti, of T.L. Metzger & Associates, stated the following: Ronco Communications is a technology firm that handles the installation of audiovisual equipment for commercial clients in their conference rooms and their training facilities. This would be a sales and service center for them. Clients would not be coming to the site. This office would be used as their home base and they would make sales and service calls from this location. Mr. Watts stated they indicated that they have 15 full-time employees. Mr. Laccetti stated yes. Mr. Watts stated taking into consideration the 15 employees, would there be adequate parking? Mr. Williams stated yes, there would be adequate parking with the 15 employees.

Mr. Ouimet made a motion to approve the change of tenant application for Ronco Communications. Mr. Nadeau seconded. Motion carried.

Mr. Watts asked Mr. Laccetti to remind the property owner that as tenants move out and move in they need to submit change of tenant applications for all of their new tenants. Mr. Laccetti stated will do.

Mr. Roberts asked Mr. Laccetti if any of these new companies had signs. Mr. Laccetti stated there might be. Mr. Roberts stated since we are updating the tenant applications we should also update the sign applications. Mr. Watts asked Mr. Williams to make sure that the sign applications are updated. Mr. Williams stated the following: Yes, I will. I know that this site just has a tenant board inside of each building's lobby area. Mr. Roberts asked if there were signs out front. Mr. Williams stated there is no sign out front except for the Kuman Learning Center School and we did approve a sign application for that. Mr. Roberts stated if they are going to have move signs out front, they would need to submit a sign application for the Planning Board's approval.

09.016 NB Swan Concepts, Inc., 306A Grooms Road (Thomas Babcock Investment Advisors) – Change of Tenant & Sign

Mr. Tom Babcock, of Thomas Babcock Investment Advisors, stated the following: A few years ago I developed the property on Grooms Road where I have my investment advisory business. I am here this evening to announce that I have a change in tenant. I was unaware that I had to submit an application. It was brought to my attention when I had my annual fire inspection. I am here this evening to submit an application for Mr. John Swan, of Swan Concepts. I think some of the Board members may be familiar with Mr. Swan. Mr. Swan submitted a proposal several years ago for the Red Robin Restaurant on Route 9. Mr. Swan has his administrative operations in several of his locations. They have 2 people on a full-times basis at this location. On a given week there might be an additional 2 employees for a total of 4. Mr. Swan is not located here and he is not here 24/7 and I believe he resides in Connecticut. We are just looking for a change of tenant for Swan Concepts, which runs the Red Robin Restaurants. Mr. Watts asked Mr. Williams if they had adequate parking at the site. Mr. Williams stated yes. Mr. Higgins asked if they did interviews for potential employees at this site or do they do it at the restaurants? Mr. Babcock stated from time to time I think they might do management interviews here if they are hiring a manager but they do not interview the rank and file restaurant employees. Mr. Roberts inquired about the sign application for Swan Concepts, Inc. Mr. Babcock stated Mr. Williams made me aware of the fact that my existing sign, which we

had an approval for, is currently at the maximum signage allowed in the PO-R zone. It was my understanding that it was per placard per individual. Mr. Williams suggested that I submit a sign application but between the time I put the application in and tonight's meeting he said that we would strike that until I have the ability to get the company who printed the sign to give me another idea on how I can get Swan Concept's name underneath my signage to still stay within the criteria of 10 SF. Mr. Watts asked Mr. Babcock if he wanted to remove the sign application from tonight's agenda. Mr. Babcock stated yes and Empire Signs is going to give me a suggestion on how I could move my sign up and put the other sign underneath it. Mr. Watts stated the following: We are working to revise our sign ordinance in the Town in the Professional Office-Residential (PO-R) zone and other places which could be a couple of months out. Mr. Babcock asked if this would be to his advantage. Mr. Watts stated the following: It may well be but I can't predict when because this is a Town Board decision. The Town Board and the Planning Board have discussed some different aspects in the sign ordinance. Mr. Babcock stated I will resubmit the sign application at a later date. Mrs. Murphy stated for the record that Mr. Babcock is withdrawing the sign application and that he would need to re-apply in order to go forward. Mr. Babcock stated okay.

Mr. Roberts made a motion to approve the change of tenant for Swan Concepts, Inc. Mr. Higgins seconded. Motion carried.

09.017 NB Parma Italia, 1503 Route 9 (Halfmoon Plaza) – Sign

Mr. Benjamin Ajilore, of Allied Sign, stated the following: The sign in question for 1503 Route 9 would be an illuminated sign with an acrylic faced metal box and has all UL listed material that we would incorporate in the fabrication of the sign itself. The sign would be 3 FT x 16 FT for a total of 48 SF. There would also be a sign panel on the freestanding sign, which would be 12 inches x 60 inches for a total of 5 SF. Mr. Roberts stated I did look at this and this sign application would conform to the rest of the plaza. Mr. Roberts asked if there would be any neon lighting. Mr. Ajilore stated there would be no neon lighting. Mr. Watts stated please let the owner know that we wish them good luck in his business and to make sure he advertises as being located in Halfmoon.

Mr. Roberts made a motion to approve the sign application for Parma Italia. Mr. Ouimet seconded. Motion carried.

09.018 NB Finders Keepers Consignments, 1603 Route 9 (Towne Center Plaza) – Change of Tenant & Sign

Mr. Tom Connors stated the following: I am one of the owners of the proposed business Finders Keepers. This application would be for a consignment shop that would be located in the Towne Center Plaza at 1603 Route 9. This would be a regular consignment shop specializing in clothing, shoes, jewelry, handbags, formal wear, furs, outerwear, collectibles, house wares, gift items and light furniture in next to new condition. We would allow the general public to consign their articles at a 50% rate. 50% of the selling price would be paid out to the consignor and the remaining 50% would be paid to Finders Keepers Consignments. Every month the inventory would rotate and after 60 days the leftover inventory would be donated to local charities. It would be at the discretion of Finders Keepers to extend the consignment period of specific items for a longer period of time. The internal store would consist of clothing racks, store fixtures such as shelving, racks and a cashier counter. We don't plan on doing any renovations. The space is 1500 SF with one bathroom, a storage room, two

dressing rooms and a storefront and these rooms would be used as intended. Mr. Nadeau asked if there would be any outside donations such as a clothing box? Mr. Connors stated no, we would try to rotate the inventory so that after 60 days the items would be donated to a charitable organization. Mr. Nadeau stated so it wouldn't be like a Salvation Army where items would be left outside. Mr. Connors stated no, it would strictly be a consignment shop. As people bring in clothing, furniture or whatever, one of us would go over it to get an idea on what the value would be. It would be like a regular contract. Mr. Nadeau asked would this all be done inside? Mr. Connors stated yes, everything would be done inside of the store. Mr. Watts asked if there would be adequate parking. Mr. Williams stated yes. Mr. Ouimet asked how many employees they would have. Mr. Connors stated the store would have 3 owners and 2 of us would be working in the store. Mr. Ouimet stated the following: I am a little curious of exactly how this is going to work. Are you saying that anybody from the general public can come into your store with used clothing and say they want to offer this for consignment sale? Mr. Connors stated yes. Mr. Ouimet asked if they were going to accept some things and reject some things and if so what are you going to do with the clothing that you reject? Mr. Connors stated the following: This procedure would be done right in front of the person that comes in. The people would not just drop it off and leave it there. Someone from the store would sit down with the people and go over the items. If someone brings in 20 items of clothing and only 10 items are acceptable for resale. These items would have to be clean, hung on hangers and there can't be any signs of wear, stains, buttons missing or anything like that. Whatever we don't accept would just be given back to that person at the time they bring the item in to our store and there would be a regular contract the with customer. Mr. Ouimet stated it sounds good but I'm a little skeptical that some people are going to come in with arms full of clothing and you are going to take 3 to 4 items and these people would now have arms full of rejected clothing and they may just drop it on the sidewalk on the way out the door. Mr. Connors stated the following: I suppose that could happen but typically that isn't how it works and I'm not a consignment shop expert. Apparently this is fairly common when you have a constant flow of customer and they become clients. These clients would be allowed to bring in a certain number of items initially so that they can be reviewed and whatnot and then drop them as they go. So, it isn't a matter of somebody walking in with 500 items or something like that to start with. Mr. Berkowitz asked if that were to happen, how much storage would you have in the back. Mr. Connors stated there is 1500 SF and right now we probably would utilize about 1000 SF, therefore, there would be another 500 SF for the tiny dressing rooms, a bathroom and a very big area to use for hanging and presenting the clothes, going through everything and storage. Actually there's quite a bit of room. Mr. Ouimet stated I would assume that you would be fairly conservative as to what you accept and what you don't accept. Mr. Connors stated absolutely. Mr. Ouimet stated one of the concerns that we have is that the rejected or not turned over clothing would be allowed to sit in the premises and gather and collect. Mr. Connors stated the following: That's is the whole point. When people come in with whatever number of items they have and whatever ones we accept, as of right now the plan is for instance if someone brings in a man's dress shirt, it would be up for sale for 30 days at full price and then the price is reduced. Ms. Christine Lindenmuth, the applicant, stated the following: I'm also an owner of Finders Keepers. I think what your concern is that items don't pile up at the store and that is not the intention. If items were rejected, they would either go to the Salvation Army or Captain. This would be a higher end store so it is intended to have better quality than the Salvation Army and other stores. Mr. Higgins asked if the consignor would have the opportunity to come back and pick up the items if someone doesn't purchase it. Ms. Lindenmuth stated if we make arrangements ahead of time and there would be a contract that

the people sign pertaining to that. Mr. Roberts asked do you think there would be a problem if people dropped by with bags of clothes when you were closed and then they drop them at your door and walk away? Ms. Lindenmuth stated no the people have to meet with me and we will only accept clothes during business hours when I'm at the store. Mr. Ouimet asked do you have agreements in place with Captain, the Salvation Army and any other organization that you are going to donate to. Ms. Lindenmuth stated no. Mr. Ouimet stated another fear that I would have is that while your intention is that what you are going to do good, the outlets for taking the used clothing might close up on you and then what would you do with the stuff? Mr. Connors stated the following: It is not really like a dumping zone and it isn't something where people are going to have 2,000 pieces of clothing. This would not be designed as a dumpsite. It would be an active store and there are quite a few consignment shops in the area but I don't know if there are any consignment shops in Clifton Park that we are aware of. Mr. Watts stated how about Halfmoon? Mr. Connors stated the following: Or Halfmoon and the immediate area. The idea is that these are kind of established types of businesses. There hasn't been that type of problem or there hasn't been in the past where people would just dump stuff off. I understand the concern but we have a kind of plan in place where there is always, unfortunately, people in need. I don't think it is going to be too hard to find someplace if the Salvation Army or Captain are closed. I am sure there would be other places that we could donate the clothing to. Mr. Watts asked if the stuff they would be bringing in would be more high end. Mr. Connors stated yes. Mr. Berkowitz stated you could always just throw this stuff away, right? Mr. Connors stated well we could, but we would hate to waste it if we don't have to. Mr. Berkowitz stated but if worse comes to worse; you could dump it in the garbage. Mr. Connors stated sure. Mr. Watts stated just be careful, you have heard our concerns. Mr. Connors stated absolutely. Mr. Watts stated the following: Unfortunately, up on Route 9 where the Salvation Army is located, it is a messy site. However, the drop boxes around Town are working pretty well. Ms. Lindenmuth stated this business would be more of a boutique. Mr. Connors stated the following: The sign would be a replacement of the sign that is already there and there is another sign on the freestanding pylon sign. Mr. Roberts asked if the signs would be the same size as the existing signs. Mr. Connors stated yes. The storefront sign would be 8 SF, one sided, internally lit and the panel on the existing freestanding sign would be 6.94 SF. Mr. Watts stated make sure you advertise as being located in Halfmoon.

Mr. Roberts made a motion to approve the change of tenant application for Finders Keepers Consignments contingent upon no outside storage of goods and no outside drop offs. Mr. Nadeau seconded. Motion carried.

Mr. Roberts made a motion to approve the sign application for Finders Keepers Consignments. Mr. Ouimet seconded. Motion carried

09.019 NB Halfmoon Heritage Apartments, Fellows Road – Major Subdivision

Mr. Gil VanGuilder, of Gilbert VanGuilder and Associates, stated the following: I am representing Mr. Bruce Tanski in the subdivision of the Halfmoon Heritage Apartments on the easterly side of Fellows Road. This is a portion of the Fellows Road Planned Development District (PDD) that was approved in 2007 and has been under construction. Due to the recent economic developments Mr. Tanski's prime lender has come under restrictions as to the maximum amount of money that they can lend for one particular lot. The proposal is to subdivide the project, which consists of 176-units into 2 lots. Lot #2 would contain all of the buildings that are currently completed and then Lot #1 would contain the buildings that are

currently under construction and nearing completion. These buildings are in different stages of construction. Some are at the framing stage and other buildings the siding is being applied and interior finish work is being done. It is purely for the financing aspect. Covenants and restrictions have been drawn up and I believe they were just recently submitted to Mrs. Murphy. The covenants and restrictions would prohibit this from being sold separately at any time in the future and it would also grant cross easements for all of the utilities, access ways, and parking. This would work as one site as it was designed. It would just be financed separately just to meet the new restrictions that have been imposed by the Federal Government. Mr. Bruce Tanski, the applicant, stated the following: To whom it may concern, I think the only person on the Board that might remember this is Mr. Nadeau. We had to do the same thing at Pine Ridge where we had cross easements and because of the lending, we had to do two different subdivisions on Pine Ridge. Mrs. Murphy stated the following: They have provided the covenants and/or restrictions in the proposed language this afternoon and by the time of the public hearing, I'm sure we will be comfortable. It is almost identical to what they did with Pine Ridge and I have had an opportunity to review the contents of that file. I am comfortable with it and they have been very amenable to make any changes as I recommend them.

Mr. Nadeau made a motion to set a Public Hearing for Halfmoon Heritage Apartments for the March 23, 2009 Planning Board Meeting. Mr. Higgins seconded. Motion carried.

Old Business:

07.105 OB Verizon Wireless, 15 Route 236 (Woods Plaza) – Commercial Site Plan (Cell Tower)

Mr. Michael Cusack, Attorney of Young-Summer, stated the following: I work as a regional local counsel for Verizon Wireless in sighting of telecommunication facilities. The project that we are here to talk about tonight is the Wood's Plaza project. It is our only current project in Halfmoon. In the year or so since we originally filed there has been a lot of work and research done. We are at the point in the project where as an applicant, we are pretty sure based on all of the analysis that has been done by your consultants, civil engineer and radio engineer, that we need to pick between, if we are going to use this site, a traditional steel monopole structure or a tree type structure which is called a monopine. There are differences in the layout for these two types of facilities. A traditional steel structure takes up less height and therefore, more readily meets the setback and other requirements for the Town of Halfmoon. Whereas if we go with the tree type structure, we do need a little additional height to give the facility the appearance of a tree so it has a point and gets wider. I have schematic site plans for each of the alternatives. The first sheet shows the monopine tower based upon an overall structural height of 105 FT, which includes the branching at the top. The actual top of steel pole itself ends at around 99 or 100 FT but there is a need to go a little bit higher to put up something in the shape of an artificial tree at the top of it. The engineer's believe this is the minimum height they can get away with. How it works is that Verizon Wireless is to maintain the appearance of the tree at this height, takes their antennas, instead of putting them all at one level like you are used to seeing on traditional towers and split them up across two levels on the tower so that the top set can be a little bit closer to the pole. Again, we are working with a semi-triangular shape as the facility goes up in height. So we take one group of antennas and put them at the top slightly offset from the steel pole and then down below it the second set of antennas. We get all our antennas in that way. The only alternative to that is, as I had mentioned before, would be to go to a 110 FT and we can keep them all at the same level and this would allow a

little bit more space on the tower for use by others. For purposes of all of the analyses that we've done, this is what we talked about since the beginning. It is what we showed in our visual analysis that was done over the summer. I wanted to at least be consistent on that and let you know that that is another alternative. If we do that, the additional height results in a need for a setback variance of approximately 7.5 FT on one side and 2.5 FT on the other side. This is based off the assumption of a sonotube type foundation, which is circular. If the foundation had to be a pad foundation because of subterranean conditions, we would need approximately 2.5 to 3 additional feet on those two measurements. But, as configured, this is what we would be looking at. It almost makes it but there is just not enough land there to completely meet the setback requirement. One other note was a comment that came up in the engineering review from Mr. Mike McNamara to reduce the size of the lease area so that it did not take any space away from the existing plaza for parking. So we would not be moving the parking out or adjusting the parking in any way. So this kind of cut against our ability to move things around a little bit as it took out a couple of critical feet. On the second page is the design alternative for the monopole itself and this is fairly unchanged from the last set of drawings except for the fact that there was a lightning rod that we had to add on the top of the facility that wasn't on the first set of the drawings. So it is a little bit different in height but still the same size tower. We will take any questions the Board may have tonight, but if the Board was inclined to set a public hearing, we could do it for one structure type or the other or do it for both to see what the public thinks. We have fairly representative visuals in the application materials and we will proceed however the Board sees fit. Mr. Nadeau asked how does the artificial tree type hold up in the elements and what is the time factor of that deteriorating? Mr. Cusack stated it holds up very well and they tell us that the time frame is 30 to 40 years on the branching and we have a 25-year lease. Mr. Nadeau asked what is it made of? Mr. Cusack stated the following: It is made of synthetic materials; mostly plastics and other things that are very weather resistant. The only thing that we don't have is good data because the modern versions of the trees have only been around now for 7 years or so. We do have several of them up in the Capital District that we can go and look at in various locations if you are interested in seeing them. Mr. Berkowitz asked if there is a lightning strike, what happens to the branches at the top? Mr. Cusack stated the following: So far not much. We have yet to have a catastrophic hit to one of these facilities due to lightning. The worse thing that I have seen has been heavy winds and we lost a branch. Otherwise, it is very durable. Mr. Berkowitz asked if the branches were replaced when they get damaged. Mr. Cusack stated yes we do. Mr. Higgins stated the microwave dishes are not shown on any of the pictures that I saw and asked what are they for? Mr. Cusack stated the following: The purpose of microwave in the Verizon Network is to make sure that the system functions in the event of catastrophic conditions locally. If you think of a cell tower as a big collection point, if I'm the tower, your call goes to the antennas, down to the bottom and then enters the landline telephone system through fiber optic or T-1 connections inside the equipment shelter and it gets routed back to the switch and down towards Albany and then routed anywhere in the world from there. If there is a break in the landline system around a cell site, then that system will be without T-1 service or fiber optic service and will not function as part of the network. So what a microwave dish does in our network is it takes that traffic and those calls and it passes it to the next site that it can see. For example, we might aim this at some future date at the Halfmoon site up on Solar Town Industrial Park and if a tree fell on a pole near Guideboard Road, then the calls would just be routed through a thin laser pointer type antenna to a receiving antenna up the road and it would hit the T-1's and enter the system from there. It would allow you to hop over a break in the system. Mr. Higgins asked but doesn't that have to have site direction between

the microwaves? Mr. Cusack stated the following: It has to have straight line of sight. So, if we can't get line of sight from between this and the next site over, it will never be deployed. What winds up happening is people in the application context, a lot of people on Board's such as this Board say "well, what else might you put on", so we always show one, but we don't always know at the time we are sighting it until it is established in the ground as going here, we can't run sight line studies. Mr. Higgins stated but you are not going to be taking down any trees in the area just so that you can get line of sight. Mr. Cusack stated no they will not do that. Mr. Higgins asked if the tower at Solar Town has the microwave on it? Mr. Cusack stated the following: I would have say that I haven't looked at the site in 10 years. I think we came back and added microwave to that and I am pretty sure that I came back and got a permit for that but it was more than 7 years ago so I can't tell you exactly when. Mr. Higgins stated it says plus or minus 94 FT to the top on the one and asked what is your plus or minus. Mr. Cusack stated we are always leave a variation there just in case there is a difference in where the ground comes out when we are done. Mr. Higgins asked is it plus or minus 1 FT or is it plus or minus 5 FT. Mr. Cusack stated the following: No it is not 5 FT. It is usually 6 inches if the foundation is poured and it comes above grade a little bit. Mr. Higgins stated I understand but I just want to make sure. Mr. Cusack stated no, there is not a wide swing here and it is not something that we are trying to fudge. Mr. Higgins stated you mentioned that there is several of the pine tree look alikes in this area and is there any way you could provide that to the Board so before the public hearing we could go take a look at those if we wanted to. Mr. Cusack stated the following: Yes, the Albany Jewish Community Center which, is located on Whitehall Road in the city of Albany, and 20 Gurley Avenue is the U.W. Marx's Construction facility up in Lansingburg. You can get to this off of Oakwood Avenue coming down through where Gurley Avenue comes back and it is right in their backyard. There is another one in the Town of Hoosick near Petersburg Junction but that is kind of far out. The first two that I gave you are fairly representative of the different types of trees. Mr. Higgins asked what is the height of the one at the Albany Jewish Community Center on Whitehall, is that 105 FT also. Mr. Cusack stated the following: I think it right around 100 FT, but I can let you know the exact parameters. The one in Lansingburg is slightly taller and the one in the Town of Hoosick is the same height as this proposal and is actually the taller one. When I said we would need 5 more feet if we wanted to push all the antennas up, it is actually that version of the facility. Mr. Nadeau asked Mr. McNamara what was the closest a building can be to these towers and is there a certain setback? Mr. McNamara, of Environmental Design Partnership (EDP), stated the setback requirement in Halfmoon is half the height of the tower. Mr. Williams stated it talks about the collapse zone and the collapse zone is half the height of the tower and the building could not be within that collapse zone. Mr. Roberts stated when you are traveling down Route 236, you can see back in there and I would like to see more landscaping around the pad area than they are showing. Mr. Cusack stated okay. Mr. Ouimet stated I would have to agree with that because they are just showing a chain link fence even though they put brown slats in it and that is kind of cheesy. Mr. Cusack stated the following: We could try and work with that basically on the parking lot side where the parking row is there. Our constraint is where the fence goes and the bollards but we'll try to move it. If we move the foundation back, we'll be increasing the variance on that side but I can try to come up with something that helps. Mr. Roberts stated especially as you're coming west on Route 236, you can look right back in there. Mr. Watts asked Mr. Roberts what he wanted for a fence, do you want an 8 FT stockade fence? Mr. Roberts stated they have a fence but only has 3 little pieces of landscaping there and I think they should have more landscaping around there. Mr. Watts asked what is the fence that has been proposed. Mr. Ouimet stated the proposal is for an 8 FT high chain link with slats.

Mr. Watts inquired about the picture of the monopine with the fence around it that was provided in the package. Mr. Cusack stated that is the one on Gurley Avenue in Lansingburg. Mr. Ouimet stated that is clearly not 8 FT chain link. Mr. Cusack stated no it is 6 FT wooden stockade fence. Mr. Watts stated we could request them to put up a 6 or 8 FT stockade fence if that is going to look better. Mr. Cusack stated we would agree to that. Mr. Roberts stated I thought landscaping would look nicer. Mr. Watts stated we could have them do both. Mr. Higgins stated with some pine trees or something. Mr. Cusack stated the following: If the landscaping moves the foundation back and increases the variance on that one side by say 4 or 5 FT, is that okay? We don't mind because we just want to get some feedback on that so that we lay it out correctly. Mr. Roberts stated personally for the sake of the landscaping you are going to get a variance anyways, so what is the difference in a few more feet. Mr. Watts stated I agree. Mr. Polak stated regarding the power to run the switch, are you going to Route 236 or out to Guideboard Road? Mr. Cusack stated the following: The power is going to come from the existing service that is on the property now unless that service can't be upgraded. The plan is to take it from Route 236 across the parking area underneath the pavement but we can go around the grass side. We have to do a utility walk with the utility company once the site is established to get that down. Is there a preference one-way or the other? Mr. Polak stated I couldn't find any easements for the utilities. Mr. Cusack stated okay, I can show that better. Mr. Polak stated for the Board everything within those confines is going to be all graded and probably stoned outside the pad for the switch. Mr. Higgins stated this piece of property is not going to be subdivided and what we are looking at is a leased piece and asked if that was correct. Mr. Cusack stated right we're just going to be a tenant of the owner of the property. Mr. Nadeau stated for some reason should you do away with the tower, we have in our ordinance that if they need to take it down they have to do it at their expense and asked if that was correct. Mrs. Murphy stated that is correct and there are bonds that they have to post. Mr. Nadeau asked if there was a certain time frame. Mrs. Murphy stated it is for the life of the structure. Mr. Watts asked Mrs. Murphy if she had a question about the lead agency. Mrs. Murphy stated the following: I note that the proper information was submitted to our engineers with regards to the SEQR process. I believe there was some confusion regarding sending out a lead agency notice and I don't believe that has yet occurred. Therefore, the Board will not be able to take action until we hear back from Mr. Matt Chauvin, our Deputy Town Attorney, which I believe is a 30-day review period. Those can go out tomorrow but just so the Board is aware, even if you schedule the public hearing for the next Planning Board meeting, which you can absolutely do, we won't be able to go forward with the application until after that 30-day period has expired. Mr. Watts asked who would send that notice out? Mr. Williams stated the Planning Department would send out the notice. Mr. Watts stated the Planning Department would send that notice out tomorrow. Mr. Watts asked Mr. Cusack if he understood. Mr. Cusack stated yes. Mr. Watts asked Mr. Cusack if they were prepared to come back to the Board in two weeks for the public hearing to give their presentation with the changes that we have discussed? Mr. Cusack stated yes I will and if the agency responses aren't back, we will just have to wait. Mrs. Murphy stated we have all the responses back, it is just a matter that they have 30-days to respond. Mr. Polak stated when they do the generator test times make sure it is not done in the middle of the night so that the residents right next door are not disturbed with the noise echoing through the woods. Mr. Cusack stated the following: We did file a letter on that but it was back in May of last year. We did commit to time periods during weekdays between the hours of 9:00 am and 11:00 am for a half hour to an hour and this is done remotely from the switch. Mr. McNamara stated in the original application they did ask for a waiver from submitting an annual Radio Frequency (RF)

compliance report and they have also asked for a waiver of naming the Town as an insured party on their insurance and asked if this was still requested and would you like to address that? Mr. Cusack stated the following: Yes, those two waivers are still requested. The RF waiver is because the facility is categorically exempt under Federal Law. That provision that used to be in a lot of the codes is now been overridden so as a formality we ask that it be taken out. The additional insured and named insured distinction on the Certificate of Insurance is simply to make sure that when we issue an insurance certificate that the Town has an insurable interest. Within the last 7 or 8 years this has come up and our underwriters will no longer allow us to list municipalities as named insured on any Certificates of Insurance and they will only allows us to list you as an additional insured if we are leasing space from you on your water tower or at your municipal property and building it there. That is a technical requirement based on our insurance. Mrs. Murphy stated the following: The first one I would agree with and obviously I would not have a problem with it. The second one you and I will need to discuss because every other applicant has found a way to continue to name the Town as an additional insured. I will provide you with a contact number and we can talk about that prior to the public hearing. Mr. Cusack stated okay.

Mr. Roberts made a motion to set a Public Hearing for Verizon Wireless for the March 23, 2009 Planning Board Meeting. Mr. Ouimet seconded. Motion carried.

Mr. Ruchlicki made a motion to adjourn the March 9, 2009 Planning Board Meeting at 7:51 pm. Mr. Berkowitz seconded. Motion carried.

Respectfully submitted,
Milly Pascuzzi
Planning Department Secretary