

Town of Halfmoon Planning Board

Meeting Minutes – July 23, 2012

Those present at the July 23, 2012 Planning Board meeting were:

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

Director of Planning: Jeff Williams

Town Attorney: Lyn Murphy

Town Board Liaisons: Paul Hotaling
Walt Polak

CHA Representative: Mike Bianchino

Mr. Watts opened the July 23, 2012 Planning Board Meeting at 7:00 pm. Mr. Watts asked the Planning Board Members if they had reviewed the July 9, 2012 Planning Board Minutes. Mr. Nadeau made a motion to approve the July 9, 2012 Planning Board Minutes. Mr. Higgins seconded. Motion carried. Mr. Roberts abstained due to his absence from the July 9, 2012 Planning Board meeting.

Public Hearing:

12.055 PH

Mister Sew-N-Sew, 34 Plank Road – In-Home Occupation

Mr. Watts opened the Public Hearing at 7:00 pm. Mr. Watts asked if anyone would like to have the public notice read. No one responded. Mrs. Marcia Kees, the applicant, stated the following: I'm here tonight with my husband, Mr. Charles Kees, to request your permission for an in-home occupation. We currently have a purchase contract for the property located at 34 Plank Road. We wish to move our home to this address and relocate our existing business to this residence as well. We've owned and operated our business, Mister Sew-N-Sew, for about 12 years. We provide a custom service to people who are looking to improve, replace, add, or supplement the canvas/vinyl fabric components of their boats or other items. We design and sell custom canvas for clients one at a time. Our meetings with the clients are by appointment and we control who would be on-site with our appointment schedule. We do not expect or desire drop-in clients. Our busier season is in the summer months so we would house whatever is on-site, in terms of a boat, in the garage. We would have the boat inside the garage primarily for keeping it inside of a structure and for greater security while we work on the boat. However, because of the nature of our business, we are a mobile business and we do go out to marinas and to the boats off-site. So, there would be many times when the boat would not be on the site at all. We do not plan to make any changes to the

existing site at 34 Plank Road or to either of the 2 existing driveways that are located on either side of the residence. At the last Planning Board meeting I provided the Board with pictures of the residence and those driveways. There is ample off-street parking available for a visiting client on these 2 existing driveways. We do not wish to put up a sign at this point in time. If we do desire a sign in the future, we would certainly follow all legal requirements to do so. In summary: We believe that our in-home occupation would not adversely affect or change the existing character of the neighborhood. My husband and I will certainly do everything in our control to make sure that that continues. Mr. Watts asked if anyone from the public wished to speak. No one responded. Mr. Watts closed the Public Hearing at 7:02 pm. Mr. Watts asked the applicant to please advertise as being located in Halfmoon. Mrs. Kees stated sure.

Mr. Nadeau made a motion to approve the in-home occupation application for Mister Sew-N-Sew. Mr. Roberts seconded. Motion carried.

New Business:

12.050 NB

Gelish Nails & Spa, 1471 Route 9 (Crescent Commons) – Change of Tenant & Sign

Mrs. Murphy recused herself from this item. Mr. Mike Klimkewicz, owner of Crescent Commons, stated the following: I'm here tonight on behalf of Mr. & Mrs. Tran. Mr. & Mrs. Tran are proposing to open a nail salon at Crescent Commons. There would be 3 family employees and the hours of operation would be 10:00 am to 7:00 pm 7 days a week. We also have a request for signage. The business would be located in Suite 104, which is currently vacant and that was previously occupied by Executive Success Training who used this suite for storage. I believe Gelish Nails & Spa will work perfectly with the other businesses at the Crescent Commons. The applicant wishes to replace the existing sign with their business sign and they would also replace a tenant panel on the previously approved freestanding sign for the Crescent Commons Plaza. The tenant panel would be double-sided with a total area of 19.5 SF.

For the record: The Planning Department's write-up for the sign(s) is as follows:

Sign –

Sign Dimensions: 24 in x 84 in

Sign Area: 14 SF

Sided: ☒ one-sided ☐ Two-sided

Location of Sign: Above Storefront

Lighted: ☒ Internal ☐ Flood

Mr. Roberts made a motion to approve the change of tenant application for Gelish Nails & Spa. Mr. Berkowitz seconded. Motion carried.

Mr. Roberts made a motion to approve the sign application for Gelish Nails & Spa. Mr. Nadeau seconded. Motion carried.

Old Business:

10.016 OB

Inglewood Planned Development District, Cemetery Road – Major Subdivision/PDD

Mr. Gavin Vuillaume, of the Environmental Design Partnership, stated the following: This application for the Inglewood Planned Development District (PDD) has been in front of this Board over a number of years. We were last before the Board in August of 2011 where we had our public

hearing. There were not a lot of questions or comments at the time. We have completed all of our engineering review and addressed all of the comments that were provided by CHA. With that; the project was then forwarded onto the Saratoga County Sewer District #1 (SCSD#1), the New York State Department of Health (NYSDOH) and the New York State Department of Environmental Conservation (NYSDEC) who reviewed the plans. They did not have very many substantive comments so there really haven't been any changes to the plans essentially since our public hearing. We are here this evening seeking final approval. Inglewood is a PDD and we are proposing 27 town home units on a new single access roadway off of Cemetery Road. Municipal sewer and water is available at the site and on-site stormwater management. As part of the municipal improvements for the project we are proposing a sidewalk connection along Cemetery Road as well as sewer service to people along Cemetery Road. We've met with all the neighbors in the area and we have provided sewer stubs for the neighbors that are adjacent to the sewer. I believe that there are probably a total of 3 or 4 neighbors. The sidewalk has been designed and that is shown along the right-of-way. The only difficult spot that we probably would run into is up along the cemetery where there is some existing large sugar maples and we met with the caretaker from the cemetery and we mentioned that there is the potential that some of the those trees may have to be taken down and they actually said that they were kind of hoping to take them down eventually anyway due to the age of the trees and the fact that it does create a lot of maintenance for them. So, we will do our best to try to keep as many of those sugar maples as we can. Mr. Nadeau asked what is the status on the easement for the clearing for sight distance on the south end? Mr. Vuillaume stated the following: We have a letter that I provided to Mr. Williams that was prepared by Mr. Gary Bordeau who will be the builder for this project. Mr. Bordeau met with Ms. Denise Karwiel and basically they verbally agreed on moving the shrubs. Again, those shrubs are pretty old and getting a little ratty after being beat up by the snowplows over the years. They were planning on either replacing those or to do something different. Mr. Nadeau asked how soon do you think that would take place? Mr. Vuillaume stated I'm hoping to get that signed obviously before we finalize the plans and get the signatures on the maps. Mr. Nadeau stated so there really wasn't any issues with that. Mr. Vuillaume stated no. Mr. Higgins asked why wasn't that done prior to this? Mr. Vuillaume stated the following: I guess it has been very difficult getting in contact with her. I, myself, have stopped over a couple of times and knocked on the door and wasn't able to get a hold of her. Mr. Bordeau did meet with Ms. Karwiel back on June 7, 2012. Mr. Higgins asked wasn't there also some infringements or something that we talked about regarding the existing building down on the corner. Mr. Vuillaume stated we have some striping that goes in that area and it cuts across a sidewalk very close to where the old schoolhouse used to be and we've been talking with Mr. Dave Cinney regarding this. Mr. Higgins stated so you actually have two letters that need to be signed. Mr. Vuillaume stated the following: Mr. Cinney is another person that we have approached many times and he also has been difficult to contact as well. Over the past couple of months we have been trying to get in contact with him to finalize the agreement on what we're going to be doing at that corner. Certainly that is another one that needs to get ironed out. Mr. Higgins stated also you need a letter from the cemetery about the trees. Mr. Vuillaume stated the following: No, because we are not even going to be within their right-of-way at all, but just as a courtesy, we will let them know before we're going to make those improvements. We're actually making some pavement and driveway improvements at their entrance. So, we will be contacting them as well and as far as I know, we don't need any letter from them. Mr. Higgins stated so you will need those two letters signed before the plans are finalized and filed. Mr. Vuillaume stated yes. Mr. Higgins asked what happens if these people don't agree to sign the letters? Mr. Vuillaume stated the following: Well, those shrubs are on the Karwiel's property and we would have to go onto their property. I guess if they don't sign the

letters, we won't be able to continue forward with the project unless we can move those shrubs. Mr. Higgins asked how about the other house? Mr. Vuillaume stated the following: With the other one we could still do striping as far as the sidewalk goes. We could just stripe it as far as we can go to that intersection and then just stop it there. There is probably about 100 SF of area that would be good if we could extend the sidewalk in that last corner of the intersection. Mr. Higgins stated but that was always part of the project. Mr. Vuillaume stated yes. Mr. Higgins stated I guess my question is why weren't these letters secured before you even scheduled to come back to the Board tonight? Mr. Vuillaume stated we did prepare that one letter to Ms. Karziel that we gave to Mr. Williams. Mr. Higgins stated but that was just today. Mr. Vuillaume stated yes and as I mentioned, it has been difficult to get a hold of these people and that's all I can say. Mr. Higgins stated well I have a problem with approving something even contingent upon you getting the letters if we really don't even know whether you are going to be able to get the letters. Mr. Vuillaume stated I don't see any problem with that and like I said we've had verbal commitments from both of those people. Mr. Higgins stated but verbal commitments are not letters. Mr. Vuillaume stated no they are not. Mr. Ouimet stated the following: I agree with Mr. Higgins. I think a letter is some intention on somebody's part that they are going to do something. The letter that you presented today is a one-party letter signed by the developer saying that they are going to do this. It takes two to make an agreement. Mr. Vuillaume stated yes, we agree. Mr. Ouimet stated so the way I look at it; the removal of the shrubs is probably the more critical of the two things and I don't think you have an agreement for sight distance yet. Mr. Vuillaume stated the following: Again, we have met with owner and she had basically said that she has no problem with it. Again, I know you are just taking our word for it. Mr. Ouimet asked do you have a letter from the owner that says that? Mr. Vuillaume stated the following: No, we don't have a signed letter from her yet but I'm willing to provide that before we finalize the signature on the maps. If we don't get the signature, we'll be back to tell you that we didn't get the letter. Mr. Ouimet stated and the second letter is an agreement to do what? Mr. Vuillaume stated basically it is to continue the sidewalk the last 40 FT. Mr. Ouimet asked what happens if you don't get that agreement? Mr. Vuillaume stated then you would terminate the sidewalk at his driveway. Mr. Ouimet asked then what does the person walk on? Mr. Vuillaume stated the following: Then they would walk through his parking lot like they would any other place. There is no sidewalk on the other side that we're trying to connect to. Mr. Ouimet stated I know that but part of the project was to put the sidewalk through there. Mr. Vuillaume stated the following: I know but we obviously would like to try to go all the way to the end. So, if that doesn't work, the worse case on that one is that you just terminate the sidewalk at his driveway. Mr. Ouimet stated the following: If I recall correctly, I think we talked about this at the last meeting you were here in August 2011 and again, you made good faith representations that you were going to get these agreements. Here we are almost a year later and you don't have them. Mr. Vuillaume stated the following: I'm fully confident that we are going to have the Karziel agreement. Like I said, he has met with her and it was very recent within the last month and we will have that. We have been going back and forth with the Cinney agreement and I think he is out of town and his attorney, Mr. Scott Ronda, has been trying to get a hold of him. Mr. Ronda stated the following: I am the attorney for the Weber's and I have also spoken to Mr. Bordeau and he has clearly made arrangements with the Karziel's on the sight distance issue. I have spoken with Mr. Cinney and he has always acknowledged to me an indication to work with us. The last time that I talked to him he called me from Florida and he asked me to draft a letter and to send a survey map. I have done that on two occasions now and we just have not received any response from Mr. Cinney but it's certainly not from lack of effort. I personally have been to his property, I met with him and I walked it. Mr. Cinney has asked us to make proposals, we've made proposals and we have not received any communication back from

him at all. Mr. Higgins asked where the sidewalk is located on Mr. Cinney's property, is that within the right-of-way? Mr. Vuillaume stated at the very end. Mr. Berkowitz asked are there any safety issues with the sidewalk? Mr. Vuillaume stated no. Mr. Berkowitz asked is it just for esthetics? Mr. Vuillaume stated yes. Mr. Berkowitz stated so there is just a safety issue with the trucks. Mr. Vuillaume stated yes. Mr. Nadeau stated the following: I'm a little confused regarding the people you're trying to get permission from to clear the brush out and if they are aware of everything, why are you not getting the answers? If they have all the information that you sent them, there has to be something that is bothering them if they are not sending that information back to you. Mr. Vuillaume stated that is just for the sidewalk for Mr. Cinney and we have contacted him and we have had a meeting with the Karwiel's. Mr. Nadeau stated okay. Mr. Watts stated the following: This thing has gone on for an awfully long time and I really feel that the agents; be it the engineer's, the applicant's or whoever should not be waiting until the homework assignment is due the next morning. There should have been some documentation and there should have been something in writing. We've been here a long time and I don't want to hold this project up but we wait until the last minute to try to rush one of things through and then we are sitting here as the Planning Board trying to be reasonable and work with people. Mr. Vuillaume stated the following: We honestly thought we would have the letter signed by tonight. Based on the discussions that we were having with Mr. Bordeau, we were hoping to have the letter signed. To be honest with you, we didn't think this was a huge deal because like I said, we had no indication that Ms. Karwiel was not willing to move those shrubs. In every conversation that we've had, she said she would move the shrubs and we are actually providing sewer to her lot as part of that agreement. Again, would you like me to read the agreement, it's very specific. We wouldn't have had that specific conversation if we didn't feel confident that she was going to sign it. Mr. Ronda stated the following: Mr. Bordeau, Mr. Vuillaume and myself met back in December. We went over the whole plan in what we were doing with the surveys and everything else. So, we didn't wait until just recently. Mr. Bordeau actually offered the Karwiel's a lot more than they even needed to simply move the shrubs. Mr. Bordeau said he would run the water and sewer line right to their house but they said no and all they wanted him to do was to stub it at the property line. Unfortunately, I don't know if they understand our urgency to get something in writing. Mr. Watts stated we have three alternatives; one is to delay any action at all, one is to have you come back in two weeks with the signed letter or to approve with a contingency prior to me stamping and signing the plans. Mr. Higgins stated if they can't get the other letter, then they would have to redo the plans also for the sidewalk on the other side. Mr. Watts stated well, we haven't really said that have we? Mr. Vuillaume stated we can put a note on the plans to that regard. Mr. Watts stated I think we've made our point. Mr. Vuillaume stated we know the urgency to get the letter signed. Mr. Roberts stated and you know nothing will happen until then. Mrs. Murphy stated you said letter and I think they are saying letters. Mr. Vuillaume stated the following: Yes, a letter from the Karwiel's and a letter from Mr. Cinney. I'm not confident that I'm going to have the Cinney letter in two weeks because it has been impossible to get a hold of him. Mr. Ouimet stated the following: We're not necessarily asking you to have it done in two weeks. What we are asking is both letters need to be signed and executed before the plans are signed by the Planning Board Chairman. Mr. Higgins stated and if you can't get the other letter, do they have to come back to the Board? Mrs. Murphy stated the following: If you don't get the letter from the Karwiel's, then they would have to come back to the Board. They would not have to come back to the Board if they don't get a letter from Mr. Cinney.

Mr. Ouimet made a motion to approve the Inglewood Planned Development District Major Subdivision conditioned on written agreements are executed and signed by Mrs. Karwiel relating to

the removal of shrubbery on her property in order to improve the sight distance for the project's access road and by Mr. Cinney relating to improvements needed for the proposed sidewalk.

Mr. Roberts made a motion to adjourn the July 23, 2012 Planning Board Meeting at 7:33 pm. Mr. Nadeau seconded. Motion carried.

Respectfully submitted,
Milly Pascuzzi
Planning Board Secretary