

Paul Fowler, on behalf of Fowler Homes, has applied to the Planning Board for approval of an amendment to River Grove, Phase I, herein known as Amendment to Phase IC, for property located at Drake's Landing Road/Glacier Ridge Road, Base Tax Map No. Section 081.2, Block 01 with various lot numbers, Baldwinsville, New York. The applicant's proposal is to eliminate previous Greenswards and those parcels to individual lots and to resubdivide Lots 11 and 13. The RCA finds this project acceptable, as it fits the concept of a Radisson residential development, as per the General Project Plan (GPP). The approval excludes, but is not limited to drainage issues, engineering issues, existing or potential environmental concerns and non-compliance with applicable Federal, State, County, Town or local codes, standards or requirements.

- Mark Ambrose, President, River Grove Homeowners Association, dated June 12, 2015, on file with the secretary, in part and summarized:

Paul Fowler, one of the developers-builders of River Grove Subdivision, has presented some proposed changes to the Phase I subdivision map:

- 1) Convey the two paths into the subdivision to the Radisson Community Association for its ownership, maintenance and operation;
- 2) Eliminate Green-Ward 1 through 4 and adding each to adjacent lots;
- 3) Divide Lot 12 between Lots 11 and 18; and
- 4) Convey the common area behind the lots to the Radisson Community Association.

These changes have been discussed at our last two meetings. No one voiced objection to the changes. We concur in these changes. The River Grove Homeowners Association will continue to be responsible for the roadways and the sand filtration beds.

There was some discussion as to whether or not the Applicant and Board had to amend the Short Environmental Assessment Form to incorporate these changes.

It was determined that a Long EAF was done when the subdivision was initially approved. It was determined at the last meeting that the proposed changes don't warrant reviewing the short form.

- Ron Sharpe, Esq., submitted petitions signed by the following property owners affected, stating their request that the board approve the amendment to the subdivision:

Howard W. Rose, Jr. and Christine L. Rose, 8845 River Grove Trail, to enlarge their lot to include part of Green-Ward #1, dated May 2015;

Francis Miller and Mary Miller, 3343 Hickory Knoll Lane, to enlarge their lot to include part of Green-Ward #3, dated June 4, 2015; and

John A. Kline and Susan L. Kline, 3353 Hickory Knoll Lane, to enlarge their lot to include part of Green-Ward #3, dated May 31, 2015

Al Yager, Town Engineer, questioned Lots 11 and 13.

Mr. Sehnert stated that there are existing houses on those lots.

Mr. Sharpe stated that they did not get letters from those homeowners because we didn't approach them; they approached us. They're splitting that lot (Lot 12) to add to their properties.

Mr. Yager stated that that was one of his concerns, as follows:

- Al Yager, Town Engineer, dated June 15, 2015, on file with the secretary, in part:

I have completed my review of the River Grove Phase I Final Plat Amendment prepared by Applied Earth Technologies and signed by J. Stephen Sehnert, Licensed Land Surveyor, with a final revision date of June 2, 2015. The map appears to be in conformance to all applicable Town and State specifications.

It would be advised that the map specify who is responsible for removing the walking path on Lots 16A, 17A and 18A and that a signature line is provided for all affected property owners before the map is approved and filed. At this time I would not be opposed to the Planning Board approving the amendment conditioned on addressing these two minor comments.

Mr. Sehnert stated that he would add those signature lines.

RESOLUTION #2 -- Motion by Allen, Second by Lester

RESOLVED, that the Planning Board approve the Amendment to the Final Plat, for The River Grove Subdivision, for property located at Phase I, Lots 1, 5, 11, 12, 13, 16, 17, 18, 20, 21 & 22, River Grove Trail and Hickory Knoll Lane, New York, Part of Farm Lot No. 61, and finding that all modifications and conditions have been met; the Board authorizes the Chairperson to waive the Final Plat public hearing and sign the Final Plat, conditioned upon the following:

- 1) It would be advised that the map specify who is responsible for removing the walking path on Lots 16A, 17A and 18A; and
- 2) Signature lines be provided for all affected property owners before the map is approved and filed.

7 Ayes -- 0 Noes:

Mr. Sehnert and Mr. Sharpe thanked the board for their time.

2. Major Subdivision

Crimson Ridge, Section 5
Verona Court

James Bondur, Eldan Homes, stated that his property is part of the Crimson Ridge subdivision, Crimson Ridge, Section V stating that since the last meeting we have done most of the grading and installed the new street and are seeking final approval on the project.

Al Yager, Town Engineer, stated that he did an initial review on this application on February 20, 2014, stating that the developer had addressed all of the engineering comments from his previous review letter dated January 23, 2014. The Town Board has also passed a resolution approving the contract drawings for the project contingent on the Planning Board approving the preliminary plat. They have not however, accepted the roads and utilities at this time. There are no significant changes from the preliminary plat to the final plat that has been presented. If the board is comfortable with doing so they can waive the Final Plat Public Hearing and authorize the Chairman to sign the final plat.

Mr. Bondur stated that the only change to the plan is a minor lot line adjustment between Lots 10 and 11 to accommodate a side loading garage. We have already sold three lots in this subdivision.

Vince Kearney, Belgium-Cold Springs Fire Department, stated that their department has reviewed the plans and have no further comments.

Mr. Bondur concurred stating that there is a letter on file from the Fire Department.

William Lester stated that there is also a letter on file from the Radisson Community Association, particularly accepting the easement going between Lots 7, 8, 12 and 13.

Mr. Sehnert concurred stating that is for a common sanitary access...

Mr. Yager stated that he requested, as part of the preliminary plat review, that they extend the easement the easement all the way to the road so that the residence of Sabin Road could tie in if they ever want to have sewers. It is not an RCA easement.

Mr. Lester stated that that was discussed with the RCA with regard to trash collection...

Mr. Bondur stated that we are allowed to use that easement for yard waste, not trash removal.

RESOLUTION #3 -- Motion by Allen, Second by Lester

RESOLVED, that the Planning Board authorizes the Chairperson to review the Final Plat, for Crimson Ridge, Phase V for the thirteen (13) lot subdivision application of Eldan Homes, for property located at Samantha Drive/Deep Glade, to be known as Verona Court, Baldwinsville, New York, Farm Lot No. 82 and Part of Tax Map No. 075.01.-01-02 and finding that all modifications and conditions have been met; the Board authorizes the Chairperson to waive the Final Plat public hearing and sign the Final Plat.

7 Ayes -- 0 Noes

RESOLUTION #4 -- Motion by Allen, Second by Corey

RESOLVED, that a Public hearing having been waived and there being no findings or grounds for decision contrary to the laws and regulations of the Town of Lysander, County of Onondaga or State of New York, the Final Approval for The Eldan Homes Crimson Ridge Section V, Samantha Drive/Deep Glade, to be known as Verona Court, Baldwinsville, New York and Tax Map No 075.01.-01-02, as shown on a map dated June 5, 2015, prepared by Stephen Sehnert, Licensed Land Surveyor, is hereby approved, with the following conditions:

1. Town Board acceptance of the roads and utilities.

7 Ayes -- 0 Noes

Mr. Bondur thanked the board for their time.

IV. NEW BUSINESS

1. Site Plan Amendment
Case No. 2015—005

Northwest YMCA
River Road

Amy Franco, Clough Harbor Associates, Lisa Pachmayer and Hal Welsh, represented the Northwest YMCA in their proposal to construct a 2452.5 square foot pavilion.

Before we begin, here is a letter on file from Al Yager, Town Engineer, dated June 15, 2015, stating in part:

I have completed my review of the amended site plan for the YMCA at Timber Banks. At this time the revised site plan with a final revision date of June 15, 2015 appears to meet all applicable local and state code requirements. However, the proximity of the revised location to the golf course fairway is less than desirable from a safety standpoint, due to the potential for bad golf shots hitting the structure or occupants of the structure. I would suggest moving the restrooms to the north end of the building and shifting the structure 10' to the south, which would be the minimum distance allowed by the NYS Building Code, to significantly reduce the risk of building occupants being hit by golf balls.

Ms. Franco stated that since the last meeting, we have found that there was a Fire Code that we needed to adhere to, which requires a 60' offset from the building that changed the location of the pavilion slightly. The board was concerned with errant golf balls, however James Trasher, Clough Harbor and Derek Heath, Hueber Breuer, went out and did some practice balls with a 3 wood at 250 yards and it was hard to come close to the proposed pavilion location. The YMCA wanted to make sure they alleviated that concern as they certainly don't want to put anything out there to harm the children. If necessary a safety net, similar to what you see at a driving range can be installed.

Mr. Welsh stated that he doesn't think we're going to have restrooms in the pavilion after all.

Ms. Franco stated that we showed them just in case.

Mr. Welsh further stated that they walked that area and haven't found one golf ball.

Mr. Yager stated that it complies from a Code standpoint, if the board is happy from a safety standpoint and it's not a liability issue he has no objection.

James Hickey questioned whose liability it would be with an errant golf ball, the golfer's or the YMCA.

There were several opinions to that question.

Jack Corey stated that if someone were to get injured they would sue everybody they could get to. You're going to be brought into it whether you belong in it or not. Putting up a safety net would be a simple solution and save a lot of heartache.

FINDINGS:

A separate environmental impact study is not required since this action is part of The Timbers Planned Unit Development and is consistent with the SEQR review included in the Timbers Land Use Plan.

This action is consistent with the Town's Comprehensive Plan.

This action is consistent with the Town's current Zoning Ordinances.

This action was previously referred to the Onondaga County Planning Board for their review and recommendation who made the following recommendation, in part:

NOW THEREFORE BE IT FURTHER RESOLVED, that the Onondaga County Planning Board has determined that said referral will have no significant adverse inter-community or county-wide implications and may consequently be acted on solely by the referring board.

This action will cause no adverse effects on the public health, safety and welfare in the neighborhood or district.

RESOLUTION #5 -- Motion by Allen, Second by Kimball

RESOLVED, that having reviewed the site plan as defined on a map dated January 16, 2014, revised June 15, 2015, prepared by Clough Harbor Associates, Project Engineer and RSA Architects, Architect, associated with the application of Northwest Family YMCA and part of The Timbers PUD, to allow the construction of a 2452 square foot pavilion, the site plan is hereby approved.

7 Ayes -- 0 Noes

Ms. Franco and the YMCA representatives thanked the board for their time.

V. OTHER BUSINESS

1. Planning Board Attorney Status—remainder of 2015 and discuss Request for Proposals for 2016.

Fred Allen stated that Zach Benjamin, Planning Board attorney, has left the law firm of Scolaro, Fetter, Grizanti, McGough & King. He sent us a letter asking that if we wanted to have him continue as our Planning Board attorney, an authorization would be required to send all of our Planning Board records over to him at his new firm, Costello, Cooney & Fearon. The question is do we want to continue our relationship with Zach under the new law firm or make some interim adjustment to who would represent us. Karen has talked to Tony Rivizzigno, Town Board attorney, and he is willing to do Zach's job in the interim if we chose not to have Zach continue. We should think about having a committee put together for Requests for Proposals so that we know what direction we want to take for the coming year.

Joanne Daprano stated that she would like to sit on that committee; as she was part of the committee the last time we were seeking Request for Qualifications and Request for Proposals.

Mr. Allen further stated that Tim Frateschi is no longer with the District Attorney's office and is now back doing municipal law. We have a long history with Tim and we certainly know his qualities. However, he can't do Monday nights. If we were to want Tim to represent us we would need to move our regular meeting night to Thursday, which there is no reason we can't since we've had Thursday be our alternate night for one-third of our meetings anyway.

Mr. Allen posed the question to the board, what's your feeling of having Zach/Costello, Cooney & Fearon, represent us to the end of the year; have Tony fill in or look elsewhere.

Jack Corey questioned what triggered this, other than the fact that he changed law offices. He's still our attorney, he has done a good job for us and I assume there is no issue with his performance.

Bill Lester stated that we have a contract with his former firm, therefore we have no contract with Zach personally.

Mr. Corey reiterated that we hired the firm, not Zach personally. The contract was terminated by him moving. If the contract was with the firm, that would be what triggered it.

Hugh Kimball stated that we're not really sure.

Ms. Daprano concurred stating that to her knowledge any business that he brings in, is really the firm's business even though we hire him. We would have to release all of our information.

Mr. Allen stated that I don't know why he left Scolaro, but he literally walked away from Scolaro and went to Cooney. That is what the consent agreement that we received is all about, to transfer all of our records to the new law firm.

Mr. Lester stated that sometimes when people leave one firm and go to another they have a 'not compete clause' upon their departure.

Mr. Allen stated that he is our company lawyer and he reached out to us and asked for a Consent Agreement as well. For full disclosure we decided to use somebody else. In any event it would be good to put out a Request for Proposals in the Fall.

Mr. Kimball concurred, stating that he doesn't see any point in making a change and making another change in three, four, six months from now. If it's all on the up and up as far as signing the Consent Agreement, let's keep him until we get the proposals.

Jim Aust questioned the cost difference.

Mr. Allen stated that his new firm's costs would be the same as they were with Scolaro.

Mr. Aust stated that Tim had been our attorney ever since I can remember. He has been through the Y and everything like that. I'm debating on whether we just want to change our meeting night if we find that this contract is null and void with Zach and we can get Tim back

Mr. Allen stated that he believes the answer to that is yes, right Karen.

Karen Rice, Clerk, concurred, stating that Tim is more than happy to represent the Planning Board if we can change our meeting nights to Thursday.

Mr. Aust stated that he has a lot of respect for Tim.

Mr. Kimball concurred, as did Mr. Hickey.

Mr. Hickey continued stating that he's sure our contract is with Scolaro and questioned if they reached out to us.

Mr. Allen stated that they have not.

Continued discussions took place with the following resolutions being read into the record:

RESOLUTION #6 -- Motion by Lester, Second by Hickey

RESOLVED, that the Planning Board terminate their relationship with Scolaro, Fetter, Grizanti, McGough & King, as Zach Benjamin, Planning Board attorney, is no longer available.

7 Ayes -- 0 Noes

RESOLUTION #7 -- Motion by Allen, Second by Hickey

RESOLVED, that the Planning Board, appoint Anthony Rivizzigno, current Town Board attorney, the Interim Planning Board attorney, to act until such time that a suitable replacement is found. Further, after the completion of successful negotiations, including fees and meeting dates, the Board appoint Timothy Frateschi, Esq., the Planning Board attorney for the remainder of the 2015 Calendar year.

7 Ayes -- 0 Noes

2. Reschedule the July 20, 2015 regular Planning Board meeting to Thursday, July 23, 2015 due to conflicts and the possibility of not having a quorum.

RESOLUTION #8 -- Motion by Hickey, Second by Daprano

RESOLVED, that the July 20, 2015 regular Planning Board meeting be changed to Thursday, July 23, 2015 at 7:00 p.m.

7 Ayes -- 0 Noes

VI. ADJOURN

RESOLUTION #9 -- Motion by Corey, Second by Hickey

RESOLVED, that the June 15, 2015 regular Town of Lysander Planning Board meeting adjourn at 8:10 p.m.

7 Ayes -- 0 Noes

Respectfully submitted,

Karen Rice, Clerk

