

**Town of Bolton  
PLANNING BOARD  
AGENDA  
Thursday, July 19, 2007  
6:00 p.m.**

SEQR = State Environmental Quality Review  
PB = (Town of Bolton) Planning Board  
WCPB = Warren County Planning Board  
APA = Adirondack Park Agency  
LGPC = Lake George Park Commission  
DEC = Department of Environmental Conservation

Present: Chairman Herb Koster, Sandi Aldrich, Henry Caldwell, John Gaddy,  
Chauncey Mason, Donald Roessler, Sue Wilson,  
Town Counsel Michael Muller, Zoning Administrator Pam Kenyon

Absent: None

**PUBLIC HEARING**

Chairman Herb Koster opened the public hearings at 6:05 pm.

- 1) **SPR06-43 SIMONSON, RICHARD & VIVIAN.** Represented by Atty. Melissa Lescault of McPhillips, Fitzgerald & Cullum LLP & D.L. Dickinson Associates. For the construction of a proposed single-family dwelling, seek 1) Type II Site Plan Review for a) a single-family dwelling in the LC45 zone; and b) a major stormwater project to remove more than 15,000 sq. ft. of vegetation; Approximately 15,000 is proposed. 2) Type I Site Plan Review is also sought for development within 100' of a wetland. Section 186.18, Block 1, Lot 31, Zones RCH5000 & LC45. Property Location: Off Shallow Beach Road. Subject to SEQR. The WCPB determined no county impact with the stipulation that all paperwork be filed. NOTE: This application is in conjunction with V06-50. *The public hearing was kept open from the April 2007 meeting pending additional information. This item remains tabled at the Applicants' request.*

**Motion by** Donald Roessler to extend the public hearing on SPR06-43 Vivian & Richard Simonson, until the August 2007 Planning Board meeting pending additional information. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

- 2) **SPR07-24 BOLTON LANDING MARINA.** Represented by Atty. Robert Sweeny. Seeks Type II Site Plan Review to amend previously approved site plan review (SPR86-03) for a dry stack facility. Section 171.19, Block 2, Lots 3, 10 & 11, Zone GB5000. Property Location: 4932 Lakeshore Drive. Subject to WCPB Review. Subject to SEQR. *Note: This item was tabled at the June 2007 meeting pending a public hearing.*

Atty. Robert Sweeny, representing Bolton Landing Marina (BLM), gave an overview and said that (1) the Bolton Landing Marina was originally permitted by the Bolton PB and the LGPC 20 years ago, (2) they are here asking this current PB to revisit the previously approved SEQR findings and provisions incorporated in the site plan approval, (3) Performance Marine has an easement for access alongside BLM building and they use docks (as pointed out on the map) for their operations, (4) there are 46 SEQR conditions which they addressed individually in the proposal to the PB, (5) they are proposing re-landscaping of the buffer zone between the properties, (6) the applicant has spoken with all or most of the neighbors recently in getting their feedback for the project, (7) the neighbors have identified tree species, locations and

sizes they'd like, which the applicant is willing to work with, (8) they are not looking to increase the number of boats or to significantly change the operations of the marina, but they are asking for PB permission to store a limited number of seasonal customers boats on trailers, which would be launched by pick-up trucks—not by forklifts, (9) the applicant is asking for a minor alteration to the wet slip condition, asking for the southern dock as wet boat slips seasonally—it would be for about 4 boats, (10) they are proposing to close the gate at night when the facility closes at 6pm on weeknights and 9pm on weekends, (11) they propose the use of the south driveway for egress in the evening, (12) the marina has agreed to purchase sound quieting packages that will be installed on the forklifts to lessen the noise, (13) while security hasn't been an issue on their site, they will have security guards in place from 9pm to 1am on Friday and Saturday nights in addition to and on Log Bay Day and Labor Day, to make sure there isn't any noise from boats in their slips at night that would offend the neighbors, while they don't feel their customers in those slips are noisy, it is just a safety measure they are willing to put in place to accommodate the neighbors, (14) the proposed parking plan should be more than adequate to accommodate the number of cars on their site and they also have additional off-site parking available, as required in the additional findings.

Jodi Connolly, closest neighbor to Bolton Landing Marina, said that (1) she has no objection to the project, but she is concerned with the increased volume of traffic and noise and (2) as long as the applicants will implement the noise-reduction packages, she is in favor of the project.

Richard Drake, neighbor, said that (1) on behalf of the Congers Point Association, he thanks the applicants for contacting them and working with them regarding screening and noise issues, (2) he doesn't believe the prior marina ever did any noise monitoring in the past, but they have the current manager Dan Behan's promise that they will work on the noise issue, (3) he thinks to some degree one can argue that the forklift of the past conformed due to the technology available, but it is clearly unacceptable now, (4) he would like to see that BLM continue to work with the manufacturer to reduce the noise of the forklifts, (5) even though the Town of Bolton has not set a decibel level as a standard, there are an incredible number of these standards out there—he would urge the Town of Bolton to move from its current ordinance toward something that is quantifiable and measurable and (6) with having Dan Behan's agreement and word to move forward toward the goal of lessening the noise, he has no objections.

Ned Burkowitz, neighboring property owner, said that (1) he is concerned with the modification of the wet dock slip, (2) typically there are 18-20 boats using the wet dock slip facility, (3) there has been a large blue cabin cruiser that has been at the southernmost dock closest to the beach for the last three + weeks—the applicants seem to be asking for something they are already doing, (4) regarding security guards, when the BLM staff leaves at night, people pulling into Bolton basically look at some of the BLM empty slips as a town dock, so a security guard measure to preclude people coming in and out of the marina after hours is a positive thing, (5) the issue of boats docking overnight needs to be addressed, (6) he thought the original road was to be used for himself, Performance Marine and BLM employees, but not BLM members—he'd like clarification on this, (7) it is in everyone's interest to restrict pedestrian traffic for safety reasons, and (8) he asked how many boats the applicants are seeking for dry storage. Atty. Sweeny said that the application requests storage of 20 boats on trailers. Ned Berkowitz said that (1) there is a noise issue—when the forklifts operate, if you

don't rev it up it doesn't make as much noise and he'd like to see BLM incorporate the use of noise muffling devices and (2) over time, the conditions imposed have been chipped away at and his fear is that whatever is discussed today are again going to be chipped away at over time as has been past practice.

Chris Navitsky, Lake George Waterkeeper, said that (1) regarding item #6 on stormwater management, it looks like an increase in impervious areas, so they would like to encourage installation of pervious pavement in any of the areas the applicants are looking at paving or re-paving to help decrease the run-off toward the lake, (2) regarding item #7 where the applicants are requesting the elimination of continuous yearly water monitoring, they would like to have information provided on any data collected to date, (3) landscaping can also include thoughts for water quality improvement and can be used for bio-retention areas to help reduce run-off and address screening, so there can be a dual purpose and (4) item #33 addressed dredging materials and the applicants requested to eliminate that because they don't anticipate any dredging, however, there are many projects proposed around the lake and he thinks any type of proactive control put in there to plan for dredging should remain.

Jason Saris, co-owner of Performance Marine, said that (1) he thinks BLM is probably the most modern, clean and efficient marina on Lake George, which poses the least environmental impact to Lake George—it is a wonderful asset for the Town of Bolton to have there, as it serves the needs of many of our own residents who don't lake access because they don't have lakefront property, (2) it is also important to keep in mind that it was a marina for many years and at one point was to be purchased by a developer, but the PB at that time shot that idea down, because they felt that a marina property here was more important than more homes on the lakefront, (3) regarding item #2 about the number of boats, the customers choose the boats they want—the marina owners don't impose upon customers what boats they should have, so when it comes to areas available for boat storage it is sometimes more appropriate than total numbers, because depending on the boats customers choose and how many you can put in a specific area, (4) to his knowledge SEQR has not been updated since 1986, although it has been amended on a number of occasions, (5) regarding item #4 on noise requirements, when the SEQR conditions were imposed 20 years ago there wasn't a decibel level requirement, but now there is through New York State, (6) regarding item #5, the renting of wet slips is not in the current SEQR—it should be updated, (7) you need to go back to what existed there prior to BLM, which was Lamb Bros. Marina, which had it all—rentals, trailer storage, public launching, a bar, a restaurant, boat repair, etc., so to try to keep the scope of that operation down, these things were done. Jason Saris continued addressing individual items giving information as to which items the PB had signed off on, which items aren't in SEQR and reasons in favor of the proposed amendments. He continued by saying that (1) they (Performance Marine) as a neighbor have no issues with the proposal for the outside storage of boats, (2) the warning horns or back-up beepers the applicants have are the best ones available and are needed as they are an OSHA requirement, (3) they have no issues with the sprinkler systems, (4) regarding item # 32, the dock space was amended, but isn't reflected in this, (5) regarding no service at the docks, Performance Marine is allowed to do some minor repairs at their docks, so he feels there is a certain logic in enabling the applicants to work on boats where the boats stand—he asked that the PB be very careful in making any changes to that point, as he is concerned with any future owner of BLM becoming a competitor by going into the service business, since that was never intended by the previous PB when they did this, as Performance Marine and

BLM were not to duplicate each others' activities, (7) item #33 was in terms of constructions, they are in compliance with item #36, so he doesn't think it is an issue, item #37 is not an issue, item #38 is in compliance and item #41 is not applicable anymore, (8) regarding Chris Navitsky's comments, there was a water monitoring program for a number of years done by RPI and there were no water quality issues—the PB accepted that result and released them from that condition.

Barbara Drake, adjoining neighbor, said that (1) she believes any measures taken as safeguards need to be put in writing for any future owners, (2) there is a question of enforcement for noise, (3) it's a shame she and her husband were the ones that had to bring the technology of the sound-quieting devices on forklifts and bring them to the attention of BLM owners, so they be implemented, (4) regarding boat sizes, perhaps the responsibility is on the business owners to decide which boats they are going to deal with and how they are going to handle them, in that perhaps it is a decision to have fewer boats in the yard and accept the newer larger boats, since boats are paid for on a space available basis and (5) she feels any of these ongoing problems and solutions that have been uncovered really need to be documented and included continually in marina permit and in the SEQR findings.

Correspondence: Read into record by Counsel.

- Letter from Barbara and Richard Drake - concerns (note: the Drakes addressed their concerns verbally and agreed to not have their letter read into the record)
- Multiple submissions of the same letter from the following signatories: Ed Sheridan, Tom Whitney, John Whitney, Sue Scott Parker, Dan Nichols, Mike Delarm, Robert Schupp, Sandra Schupp, Keith Scott, Bruce Cerosky, Buddy Foy, and Art & Nicole Baker - favorable
- Letter from Kathleen Spahn - concerns

There were no further comments of PB members or public in attendance at this time.

**Motion** by D. Roessler to close the public hearing for SPR07-24 Bolton Landing Marina at 7:06pm. **Seconded** by John Gaddy. **All in favor. Motion Carried.**

#### **REGULAR MEETING:**

H. Koster began the regular meeting at 7:07pm by asking for corrections to the June 21, 2007 minutes.

J. Gaddy said on page 6, paragraph 2, sentence 3 should read as follows: "... J. Gaddy said that he would be interested to *hear* how this has worked with the neighbors along the way."

J. Gaddy said that he doesn't think the following section from the June 2007 PB minutes is accurate, because he doesn't believe it is vegetated up there. He asked that the tapes be reviewed for accuracy for the following section.

"J. Gaddy asked what the plans are for the cut bank on what was called "Moonlight Management" and Jeffrey Tennent said that he is right now in the process of working with Tom Jarrett on that project. J. Gaddy said that he thinks there were a couple of hundred trees put up there and Jeffrey Tennent replied by saying that (1) the trees were

put up there and (2) it was vegetated quite well and is staying quite stable. J. Gaddy said that it has been 2-3 years and Jeffrey Tennent said that (1) he hopes to be back in there shortly, (2) they are working on design issues and trying to finish up the project to present to Town Engineer as required, (3) there are two issues there—that was part of the state and not the Town of Bolton requirement and (4) he is addressing the road concerns now, (5) he is addressing the issues with Town Engineer Tom Nace and will be working with him along with Zoning Administrator P. Kenyon to get the road finished and (6) at the time they are working there, he will then finish the planting along with other obligations. J. Gaddy asked if it would be done within a year and Jeffrey Tennent said that he hopes that it would be done this summer.”

S. Aldrich said on page 11, paragraph 6, sentence 1 should read as follows: “H. Koster said that the PB is being superseded on partial review of this application and he’s *not* sure what the PB is reviewing anymore...”

S. Aldrich said on page 16, paragraph 2, sentence 1 should read as follows "Counsel said *that (1)* that is a fair statement and presented the proposed stipulation to the PB that this all encompasses everything that was considered Saddlebrook subdivision so that there is no misunderstanding in that Rolf Ronning *will not sell any portion nor any piece and not even sell the pre-existing lot—nothing—so the applicant is "in park"..."*

**Motion** by Henry Caldwell to table approving the June 21, 2007 minutes until the tapes are reviewed. **Seconded** by Sandi Aldrich. **All in favor. Motion carried**

1) **SPR07-24 BOLTON LANDING MARINA.** Represented by Atty. Robert Sweeny. Seeks Type II Site Plan Review to amend previously approved site plan review (SPR86-03) for a dry stack facility. Section 171.19, Block 2, Lots 3, 10 & 11, Zone GB5000. Property Location: 4932 Lakeshore Drive. Subject to WCPB Review. Subject to SEQR. *Note: This item was tabled at the June 2007 meeting pending a public hearing.*

H. Koster asked if the PB should approach this by discussing and voting on it item by item. Counsel said that item by item is probably the way to do it.

H. Koster said that he agrees that there have been several meetings on these items over the years and things have been changed. Counsel agreed and said that they had a meeting in anticipation of the application and at that meeting there were some surprises, such as the privileges given to BLM for town parking—it was previously discussed and relied upon, even though there is no deed covenant.

S. Aldrich asked if the number of trailers to be stored in the outside lot will be there over the winter as well or strictly for the boating season.

D. Roessler asked how the gate works on the northern driveway if someone has a right-of-way and the owner wants to put a gate up. Counsel said that (1) his generic answer is that it is very unusual to have permission to block or obstruct a right-of-way—it doesn’t necessarily mean that the parties that all benefit from the right-of-way can’t also agree that it will be gated and (2) he doesn’t know if there is such an agreement in this case. H. Koster said (1) that was one of the things that changed down the line and (2) he believes that the residents that have the right-of-way there, Performance Marine

and BLM all agreed that was beneficial to all of them and if any of the three disagree, they should speak up, as this seems to be his memory of it. D. Roessler asked if the emergency access is part of the north driveway. Counsel said that (1) if it is a gate that blocks emergency access, that is never good—it is not one that is well defined in the law, (2) if he were the party or private individual locking the gate, he would be real concerned with it is going to be perceived as locking out emergency vehicles, which adds to the level of liability to have locked it—it should be open, (3) it is a hard call in how to solve that problem—does emergency services have a key and who is smart enough to know where the key is and (4) if it were a real emergency and a fire request, at that point he would say danger advice rescue, where emergency services could cut right through and knock it down and go—that is a well-founded law. Jason Saris said that (1) the original proposal was for an electronic-type gate, which would limit vehicular traffic, but wouldn't be a hindrance to a customer accessing a dock (you could walk around it) or a fire vehicle (it would be a break-away type of gate that could be driven through and it would break away), (2) at the time the PB considered it, the existing gate was put in place and it was felt that this gate in an unlocked manner, but closed, would be enough of a deterrent to the vehicular traffic and (3) he thinks the PB thinking was that the gate put up would be as much of a deterrent as the electronic gate that was originally called for.

H. Caldwell asked for clarification of the number of parking spaces and Atty. Sweeny said that the number is based on operational experience. H. Caldwell said that (1) the applicants are really cutting way back on the number of parking spaces and (2) where the applicants propose to store the trailers is going to take up parking spaces. Atty. Sweeny said that (1) the original parking was for both operations (Performance Marine and BLM) and the reason to bring it down is because the two are separate and (2) the proposed number they are requesting is an operational number they feel comfortable with in running the marina and daily operations. H. Caldwell said that if you don't need many parking spaces, then there must not be a lot of boats going out—it worries him that they are proposing to eliminate parking spaces, because it is already difficult to find parking in the Town of Bolton. Dan Behan said that (1) the original SEQR findings required them to have 137 parking spaces, (2) when they first started the marina before the subdivision, they put together a parking plan right off their survey and (3) even with the subdivision and the loss of parking spots from Performance Marine, they have come up with a new plan of 144 spaces that they are comfortable with in dedicating 20 of those for boat storage. H. Koster asked where the 144 parking spaces would be located and Dan Behan said that the parking plan, which is worst-case scenario, was submitted with the application.

J. Gaddy asked if the 15 parking spaces in the northern-most parking lot are for additional boat parking and Dan Behan replied by saying that (1) they intend on using that lot strictly for smaller boats of 23 ft. or less and (2) they will jockey it as they need to depending on client needs. J. Gaddy asked if that would be for the 13 boats and 20 parking spaces combined and Dan Behan said yes. S. Wilson asked what “seasonal” is and Dan Behan said that the contract season is from May 15 to October 15. S. Wilson asked how this impacts the usage when it is referred to as “seasonal boat usage.” Atty. Sweeny said that (1) he was trying to make the point that these are not transient rentals—they are seasonal boats rentals—full-time boat members and (2) regarding winter storage, they would like the flexibility to use that lot for winter storage if there are no issues with it. S. Wilson asked if the applicants are looking at the possibility of

storing up to 33 boats on that site and Atty. Sweeny replied by saying no, they would stick to the 20 boats as identified in the proposal.

The PB members then addressed each item from the Proposed Amendments document individually.

**Item #1:** Temporary certificates of occupancy will be issued to allow various dates of completion for different construction related activities. Specifics related to the temporary certificates of occupancy will be addressed during site plan review.

***Reason for change:** This finding should be eliminated as it relates to the construction period, long since past.*

H. Koster (1) asked if anyone disputes that this item was just for construction purposes and (2) said that if not, then he'd like a motion to eliminate it.

**Motion by** Donald Roessler to eliminate Item #1 on the SEQR Findings. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #2:** The proposed project has scaled down from the original concept of two hundred eighty (280) boats to one hundred ninety one (191) boats in dry stacked storage.

***Reason for change:** Boat manufacturers changed the style of boats over the last twenty years, by adding radar arches, wider beams, integrated swim platforms, bow pulpit and davits to the boats that are selling. BLM has therefore had to adjust its boat storage racks to accommodate newer boats. We currently have fewer than 191 boats in the building. We do, however, have a few boats outside on trailers that are under annual contracts with BLM members because we cannot accommodate them in the building. BLM would like to amend this finding to 191 boats "on site."*

H. Koster read the following reason for change from BLM into the record: "Boat manufacturers changed the style of boats over the last 20 years by adding radar arches, wider beams, integrated swim platforms, bow pulpit and davits to the boats that are selling. BLM has therefore had to adjust its boat storage racks to accommodate newer boats. We currently have fewer than 191 boats in the building. We do however have a few boats outside on trailers that are under annual contracts with BLM members, because we cannot accommodate them in the building. BLM would like to amend this finding to 191 boats on-site." D. Roessler asked if BLM has the potential of storing more than 20 boats outside and H. Koster said no, they are proposing a maximum of 20 boats being stored in that parking lot. D. Roessler said that is regardless of the number of boats BLM has inside the building and H. Koster said yes. The applicants agreed. S. Aldrich said that since boats are changing in size, she would like to see it limited to square footage. H. Koster said that it could be limited by square footage and boat size—whichever is more restrictive. D. Roessler said that (1) the limits should be to area as well and (2) "on-site" should be changed to "on land storage" meaning inside the building or on a trailer. H. Koster said (1) that means there are three things—

whatever is most restrictive and (2) you have to put something in there because it was left loose before—square footage and number of boats. J. Gaddy asked how many boats are currently stored inside and Frank Parillo said 171-172. J. Gaddy asked if it is true that if boat size is increasing then the applicants would anticipate less of a number and Frank Parillo said that they are not looking for an increased number of boats, if the PB wants to put a square footage on the boats for outside. H. Koster asked how many square feet are in the parking lot and S. Wilson said 9,194 sq. ft. Atty. Sweeny said that would mean they can't occupy more than 9,100 sq. ft. or 20 boats, whichever is more restrictive and the PB members agreed. Further discussion ensued as to square footage limits. H. Caldwell said that would eliminate 33 parking spaces and D. Roessler replied by saying that there would still be 4,200 sq. ft. left in the parking area for other vehicles. H. Caldwell agreed.

**Motion by** John Gaddy to amend item #2 on the SEQR Findings to read that the on-land storage is restricted to 191 boats and within that 191 boats there is the ability for the use of the parking area on the north side for up to 5,000 square foot of boat parking or a 20 boat maximum—whichever is most restrictive. These boats are to be moved into and out of the lake by pick-up truck without back up beepers and the boats on the outside storage are not to exceed 23 ft. in size. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**Item #3:** In order to ensure that adequate parking is available for the proposed marina, the Town of Bolton requires that off-site emergency overflow parking be established. Off-site emergency overflow parking will be located on the American Marina's parcel on the west side of Route 9N just north of proposed project site, which is this site. It appears that during the first season of operation approximately 120-130 boats will be stored at American Marinas. During the period, American Marinas is required to establish a town-approved parking/monitoring program. Daily parking counts both on and off-site will be conducted. The parking/monitoring program will continue through the first three seasons of operation. Analysis of parking data for the three seasons will be used by the town to determine if off-site parking will be permanent and/or a reduction of the number of boats stored on-site will be required. The town reserves the right to monitor parking to make such decision as the board deems necessary to regulate parking, including the reduction and the number of boats allowed at the project site. This is only to be used while the monitoring/parking system is in progress. During Site Plan Review by the Town of Bolton Planning Board, American Marinas will be required to ensure that off-site parking conforms to town safety, drainage and other site plan review requirements.

***Reason for change:*** *This finding was made before Performance Marine and Service purchased the building and parking lots at the top of the hill. Since the purchase (and property subdivision) Performance Marine and Service has been before the Town and successfully had their automobile parking requirements reduced and their space for boats in storage while waiting for repairs increased. The BLM Parking Requirements were not amended (reduced) to reflect this change. Based on BLM's experience over twenty years of operation, BLM believes the marina property can effectively operate with 100 parking spaces. BLM has secured additional off-site parking by contractual agreement with the Town in the parking lot behind the Town Hall, and additional parking is available in public parking areas. In order to limit the number of cars at the marina, BLM*

*discourages parking of guest's cars and second cars. A spring newsletter informs BLM boaters that their guests can park in the lot behind the Town Hall or in the municipal Lakeshore Drive Parking lot across the street from BLM.*

*BLM therefore requests this finding be updated to reflect the current BLM on-site parking spaces and to delete the parking monitoring requirements (since that was for the first three years of operations and before American Marinas sold the Town Hall property to the Town of Bolton and secured overflow parking in the Town Hall parking lot).*

H. Caldwell asked the status of the contract now and if it even exists and H. Koster said that as Counsel said before, it was brought up in conversation. Counsel said that there is not a signed contract, but they had clearly mentioned in earlier documents prior to this applicant's ownership that there is such an understanding. H. Caldwell said that the applicants can use it if available and Counsel agreed. H. Koster agreed and said that it is public parking. Atty. Sweeny said that (1) the layout on the plan is 144 spaces subject to the potential for 5,000 sq. ft. being eliminated and (2) if the PB is comfortable with the 144 spaces shown, then the condition can be taken care of by amending it to read parking as laid out on the plan. H. Koster asked if the applicant would be against the PB eliminating item #3 entirely and Atty. Sweeny said they are fine with that. J. Gaddy said that they have to maintain a certain number of parking spots. H. Koster said that the applicants would need to maintain 124 parking spots on-site and Dan Behan agreed. Counsel asked if any expressed parking/monitoring program would be abandoned to regulate that and H. Koster said yes, they are putting a minimum number on it.

**Motion by Donald Roessler to amend Item #3 of the SEQR Findings to read a minimum of 124 parking spaces on site is allowed as referenced on map L-1 dated 06/19/2007, Seconded by John Gaddy. All in favor. Motion Carried.**

**Item #4:** The proposed marina may have a negative impact on noise levels of the surrounding area. Therefore the Town of Bolton requires that a town-approved sound monitoring program be established by American Marinas during the first two summer seasons of marina operation. Such sound monitoring program shall include decibel level standards. The sound monitoring must be conducted by a professional acoustical engineer. Should noise levels exceed levels acceptable to the Town (pursuant to the monitoring program), the Town may implement either one or both of the following: Such sound monitoring must be conducted by a professional acoustical engineer. Should noise levels exceed levels acceptable to the town (pursuant to the monitoring program), the town may implement one or both of the following:

- 1) Elimination of non-complying boats
- 2) Limit to servicing boats on site

***Reason for change:*** *from BLM into the record: "BLM requests that this finding be eliminated as it applied to the first two seasons of operation. In addition, BLM members comply with all sound ordinances enforced by law, enforcement agencies on the lake and boats requiring major service are moved to Performance Marine service shop or off-site by other boat dealership mechanics.*

D. Roessler said that basically they are looking for the boat noise on this and that is a state law. PB members agreed that they don't want the applicants policing State Law. D. Roessler said that this item could be eliminated from the BLM aspect.

**Motion by** John Gaddy to eliminate Item #4 of the SEQR Findings, as it is duplicated by existing state and local noise ordinances for boat operation on the lake. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**Item #5:** The FEIS on page 1.2 indicates that wet dockage, day launching, outside trailer storage of boats and rental boats will be eliminated from the proposed facility. In order to ensure this, the Town of Bolton requires boat dealership wet slips be limited to ten (10), the number of trailer launches and/or forklift launches by the boat dealership will not exceed the number of available wet slips.

***Reason for change:** from BLM into the record: “The wet dockage was prohibited because dry stack storage was still a new concept in 1986 and the town wanted to be sure the forklift system could operate as planned. The town also wanted to reserve open dock slips for the few boats that may not be placed back into storage during operating hours, however after 20 years of operating BLM, we understand that demands routine and operations of safety managing our waterfront, and feel the ability to rent seasonal in-water slips to our members without compromising operations, should be allowed as it is consistent with marina operations lake-wide.*

*Day launching: The elimination of day launching was intended to do away with public launching service that was provided by Lamb Bras Marina. No public day launching is proposed. In contrast to public launching services, BLM only seeks to have BLM personnel launch BLM annual members from their trailers.*

*Outside trailer storage of boats: BLM would like to be able to store twenty (20) of its members' boats outside as part of marina operations, without affecting BLM's parking requirements. The storage of boats on trailers is consistent with all marina operations lake-wide.*

*The rental of boats: No change. BLM does not rent boats.*

*Notes on a and b: BLM and the Performance Marine and Service are not affiliated.*

H. Koster said this whole operation has changed so this whole item should be reworded, because it is no longer a boat dealership.

D. Roessler said that (1) the PB has to give the applicants permission to launch the 20 boats on trailers the PB just gave them approval for and (2) the PB may want to limit the number of wet slips Performance Marine has. H. Koster asked how many wet slips Performance Marine has. Jason Saris responded by saying that (1) it depends on the size of the boats they have at any given time, (2) he thinks when this was originally proposed, it was done in an effort to recognize that BLM was a forklift launch

operation and they recognized that the sales and service facility would be launching boats off of trailers, so to make sure they weren't doing some kind of public launching or launching/parking operation, they wanted to limit the number of boats they launched, (3) basically, in reading both things together, it is basically saying that Performance Marine doesn't launch boats unless it has a spot to tie them up in, which is logical and (4) as far as their own dockage, this has already been amended by the PB to include their wet slip boats—it was done by dock space, not number of boats.

Ned Burkowitz said that (1) there is a difference between wet storage at Performance Marine which are truly people who leave their boats there—that sit there overnight and what happens at BLM where people don't only have their boats at the dock, but they hang out there on the docks and sleep in their boats for the night, (2) noise and time restrictions make sense if your customers are there for the night as is the case right now and (3) the PB is retroactively approving something that is already a defective thing—he is concerned with the impact it will have on BLM customers and BLM's business if strict enforcement of hours and noise does not take place. Atty. Sweeny said that there are a limited number of wet slips at BLM for a variety of purposes—it is no different than any other marina operation on the lake with wet slips—they aren't transient people, but seasonal marina members and (2) they would like the ability to allow a boat that could be in the barn to be on the dock overnight for the convenience of the customers and the operation of their business. Dan Behan said that (1) operationally, they are open from 9am-6pm on weekdays and 9am-9pm on weekends, so realistically if those boats come out of the water at night they would be open 9am-9pm every single night which would require 40 moves at night and 40 more moves in the morning, (2) they are sensitive to what the neighbors are seeing and hearing, they have hired security guard and (3) generally marinas police themselves in terms of noise—they will work with their customers to make sure they are quiet and sensitive toward neighbors.

S. Wilson asked if wet slips are dealt with anywhere else within the document and Atty. Sweeny said that (1) he doesn't believe they are—this one is a bit confusing because both conditions A and B apply to the dealership—not the marina and (2) they aren't looking for any change in the day launches or rental boats—they are looking to eliminate the restriction on wet dockage and outside trailer storage of boats from the first sentence of item #5 and to keep the restrictions of day launching and rental boats. S. Wilson said that she is hearing the neighbors' concerns about boats being occupied overnight—not the boats being there vacant overnight. Atty. Sweeny said that (1) he's not sure how you control that and (2) there are typically 15 boats overnight, but they are requesting 20 boats overnight, however all boats will not be occupied. H. Koster asked if all of the boats would be on the south u-shaped dock and Atty. Sweeny said no, that area would be reserved for full-time wet slip marina member dock spaces. D. Roessler asked the size of the dock and Atty. Sweeny said that the southernmost dock would be available for use for full-time wet slips and the other three docks would be used nightly, changing all the time, by people who come in after closing or someone who wants to keep their boat there in the water overnight so they can get out early in the morning. D. Roessler asked if the boats being asked for on the wet slips would be the same boats in the same spots day after day from May 15 through October 15 and Atty. Sweeny said yes, on the southernmost dock only. J. Gaddy asked if the other three docks would be available for the other 188 customers on a first come first serve basis and Atty. Sweeny said yes, it is generally 15-20 boats per day to leave their boats in the water. J. Gaddy asked if the neighbors find more traffic with people on the boats on the weekend. Ned Burkowitz said that (1) there is more traffic on the weekends—

during the week it is not used as much, (2) this is an issue of semantics in the south dock and (3) regardless if one boat is in the water or not in the water and how it is referred to as seasonal or transient, he doesn't understand why it would make a difference to a zoning committee—it should be approached as if the whole thing should be wet slips. H. Koster said that (1) with all due respect, the PH is over and the PB has to do a job and deliberate on this application and (2) he thanked Ned Burkowitz for his comments.

S. Wilson asked if changing the number of boats stored outside as wet slips alter the manner in which this was originally approved and Counsel said that (1) yes, but he thinks the alteration is mandated by the fact that those facts upon which it was predicated in the first instance have dramatically changed including the subdivision of the very land, (2) Ned Burkowitz raises an interesting point in that ultimately someday if there is an alleged violation, (it would be up to Counsel and M. Nittmann to determine what constitutes a violation) and to be frank and practical about it, how are he and M. Nittmann supposed to figure out which one is somebody who has stayed overnight who got there at 9:15pm and someone who is actually permitted to be out there during the boating season—he doesn't know why there should be such a distinction—the cap is 191 boats, there will never be more than 191 boat members and it is a marina and maybe the marina operation ought to be able to operate in a business format properly allocating which big boats go where and which little boats go where at docks, (3) there is a legitimate concern of parties—fireworks, dropping beer bottles in the lake, so they are all violations of penal law and violations of public order, which is what Bolton has its Police Force for, (4) he is sure BLM isn't interested in having people like that there—if that continues to re-occur with one member, that member is probably not coming back because another boat will easily slip into the water with a 191 boat inventory, (5) he thinks there is a certain level of latitude here that the PB has to allow this applicant to operate a marina, (6) ordinarily without all of the structure here, marinas usually have boats in the water and (7) he's not suggesting that he wants to promote this, but one valid point here is that when first proposed, dry dock quick-launch storage was not easily understood as a concept—it has 20 years on it—with what the PB now knows, BLM is asking them to make changes on it, so the PB has to make the requested changes or challenge them.

Jason Saris said that (1) part of the original reason the separations were made by the PB is dating back to Lamb Bros. and was done as a control over the total number of boats and (2) he thinks the applicants being restricted to 191 boats addresses the original concern that brought about much of this confusing language. S. Wilson asked if there were modifications made to this particular section in the past that doesn't appear here and Jason Saris said no, SEQR has been modified in the past and it has not been updated. S. Wilson asked if that applies to item #5 and Jason Saris said yes it was, because the PB granted him (Saris) permission to rent seasonal dock space at two of their docks, which would clearly be a modification to item #5 which is not reflected in this.

Richard Drake said that (1) it is true that Jason Saris can do seasonal dockage at his dock, however the LGPC who issued him the revised permit to operate the marina, states that overnight staying at his docks is not allowed, (3) the LGPC had found that changing the format to say that this is an allowed use is a significant change in use, (4) BLM is silent on that issue—he agrees with Dan Behan that if a boat comes back at 6:30pm after the marina closes, he would rather it sit at the dock all night rather than

have them stay open another three hours to retrieve every boat before they leave, so there is reason to allow overnight wet slip storage, as long as it is not abused and (4) they would prefer to see BLM not turn into Harris Bay where everyone is treating their dock and dock space as their summer home and partying. H. Koster said that (1) he thinks there is overall agreement on that issue, (2) the Town of Bolton has no way of enforcing saying that nobody can stay on those boats overnight and (3) if there is rude or loud noise off a boat then the Police Force can get involved, but to get into restrictions the Town of Bolton can't enforce is a waste of everybody's time. Richard Drake responded by saying that (1) all the Town of Bolton can do is make a recommendation to what the Town of Bolton's preference regarding the use of area.

Atty. Sweeny responded by saying that they are asking the PB to consider eliminating two of those restrictions as they apply to the marina: wet dockage as just discussed and outside trailer storage of boats as discussed a couple of conditions ago. H. Koster asked if the applicants give any dock space to the person they launch for, when they do a trailer launch, because that is what a wet slip is for. D. Roessler said that a temporary wet slip for launching and retrieving boats would be a better term to use. H. Koster said that it is saying that you can't launch five boats off a trailer one after the other and not allow people to have five dock spaces to avail themselves to access the boat. Jason Saris said that (1) this item #5 was done to eliminate the expansion over the 191 boats, (2) it was assumed at the time that all 191 boats would be stored in the marina and they would have no reason to want to store them anywhere else but in that barn, (3) the applicants now find reason to put part of the 191 boats in different spots—it still satisfies the spirit of the condition put upon it, (4) the suggestion that the language be changed to allow wet dockage and outside storage of boats kind of fits both of their needs in that the PB has already granted Performance Marine wet dockage, (5) the language in parts A and B in item #35 was done in recognition of the fact that while they were going to be forklift launching all of their boats, the original intent, they knew Performance Marine would be trailer launching boats to service them, so that was done to prevent Performance Marine from having a quick-launch service like BLM is proposing with their trailer launching, (6) the applicants weren't expected to have dock space to accommodate all of their customers, which was done because of the nature of the two businesses and (7) he doesn't have a problem with the language as it pertains to them (Performance Marine)—they certainly have no intention to go into competition in business with BLM.

**Motion by Donald Roessler to amend Item #5 of the SEQR findings to read as follows:**

The FEIS on page 1.2 indicates that day launching and boat rentals will be eliminated from the proposed facility. In order to ensure this the Town of Bolton requires:

- A) Boat dealership wet slips be limited to ten (10)
- B) The number of boat launches or forklift launches by the boat dealership will not exceed the number of available wet slips

**Seconded by Sandi Aldrich. All in favor. Motion Carried.**

Counsel said that (1) he'd like to propose that because there are 46 findings of fact that are under consideration that a blanket motion can be made where the applicant has sought no changes and no changes are required and very specifically and numerated within the entire submission and (2) for the following items, no change is sought or

required: item numbers 6, 11, 13, 14, 15, 17, 19, 20, 21, 25, 27, 29, 30, 31, 34, 35, 39, 40, 42, 43, 44 and 45, so if the applicants would agree that they don't want to talk about things they don't want to change and the PB is comfortable that there are no changes sought and no change is required, the PB can make a blanket resolution that incorporates all those findings of fact and there will be no change, so it will be narrowed down to those he didn't mention.

**Item #6:** The stormwater drainage system will be designed and constructed as specified in the FEIS and will mitigate degradation of the water quality of the Lake from erosion, siltation and operational activities.

*No change: The stormwater drainage system on BLM property is installed and working properly. BLM checks, cleans and maintains the catch basins as part of our property maintenance program.*

**Item #11:** The Boat Storage Dealership will be limited to 8,750 GSF.

*No change: BLM is in compliance with this finding*

**Item #13:** The Office and Reception Building will be limited to 5,520 GSF.

*No change: BLM is in compliance with this finding*

**Item #14:** The following land coverage will not exceed the following:

Buildings	32%
Paved Parking	21 %
Gravel Parking	34%
Docks and Walks	1 %

*No change: BLM is in compliance with this finding.*

**Item #15:** The site will be limited to two (2) ingress/egress points.

*No change: BLM is in compliance with this finding.*

**Item #17:** There will be no public launching of boats from trailers.

*No change: BLM is in compliance with this finding*

**Item #19:** All drives on-site will be plowed and maintained during winter months to ensure emergency vehicle access.

*No change: BLM maintains all the drives on site throughout the winter months and ensures emergency vehicle access. BLM is in compliance with this finding.*

**Item #20:** There will be year-round access ways permitted to all adjoining properties as determined by preexisting easements and/or as agreed between American Marinas, Inc. and adjoining property owners.

**No change:** *BLM believes we are in compliance with this finding*

*and has mutual cooperation with adjoining property owners.*

**Item #21:** All major boat repairs associated with the on-site boat dealership will occur within the dealership building. Minor boat repairs will be permitted at the docks.

**No change:** *BLM wants to clarify its right to provide minor repairs and service at the docks and in the BLM boat storage building.*

**Item #25:** Gas docks will be upgraded to meet necessary regulatory criteria. The gas pumps will be equipped with a fire suppression system with gas interlocks and controls. A one wheeled exterior 50-pound (rated 30A: 160 BC) extinguisher and one 10-pound purple K extinguisher (rated 80 BC) will be stationed at the gas dock. Additional 10-pound ABC extinguishers (rated 10A:60 BC) will be installed at 50 linear foot intervals along the docks.

These are protected from the elements by enclosure cabinets. All offices and other buildings will have one (1) 5-pound ABC fire extinguisher (rated 2A: 10BC) for every 3,000 square feet of gross area not to exceed 50 foot distance between any two extinguishers. Oil containment mats will be located at the gas dock for rapid spill response.

**No change:** *BLM complies with this finding.*

**Item #27:** Light fixtures installed in parking areas will have a louver in the lamp that directs the light to the ground without a side dispersion of glare.

**No change:** *BLM complies with this finding.*

**Item #29:** The waste oil storage and exterior service pad will be fully contained.

**No change:** *BLM complies with this finding.*

**Item #30:** All marina and boat dealership operations are required to cease at 9:00 P.M. (except when accidents occur on the lake).

**No change:** *BLM complies with this finding.*

**Item #31:** Should the milfoil weed be present, DEC acceptable removal techniques will be employed. All dredging and bulkheading will comply with State. Regulations and permitting procedures.

**No change:** *BLM is in compliance with requirement*

**Item # 34:** The spring located on-site will be moved to the neighbor's property for use by the neighbor.

**No change:** *BLM believes the spring was moved as stated.*

**Item #35:** Given the geometry of the drives and the layout of the boat storage building, the proposed traffic circulation design is not within NYS DOT standards for minor commercial driveways. The following changes shall be implemented;

Maintain the one-way entrance at the south drive. Provide improved channelization to the parking lot by removing the last parking spot in the drive and install flared curbing.

Use the north drive as a two-way entrance/exit and widen the drive twenty two (22) feet from the western edge of the northern parking lot to the control gate to allow two-way traffic flow. Also, the north drive will be re-graded to reduce the existing slope.

Widen the access between the north and south drive to twenty two (22) feet to allow two-way traffic flow.

**No change.**

**Item #39:** Four (4) boat launching lanes will be provided.

**No change:** *BLM complies with this finding.*

**Item #40:** Standard oil and gas containment mats will be stored adjacent to the gas pumps for easy access. All staff will be properly trained to respond to a spill.

**No change:** *BLM complies with this finding.*

**Item #42:** That the developer will be required to conform to all provisions set forth under the Town of Bolton Site Plan Review Regulations.

**No change:** *BLM will continue to cooperate with the Town of Bolton*

*Landing to comply with all regulations.*

**Item #43:** Any conditions imposed on the lease of the boat dealership shall be conveyed with the deed if the boat dealership building is sold.

**No change.**

**Item #44:** The condition of the findings statement will be conveyed to all future owners of the facility.

**No change:** *BLM shall comply with this finding.*

**Item #45:** In the event that it is determined by the Planning Board that a condition exists upon the waters of Lake George which adversely affects or threatens the health, safety and welfare of the residents of the Town of Bolton, on account of the operation of the marina, then, in that event, the Planning Board, upon notice to the project developer may impose such further or additional conditions as in the discretion of the Planning Board will insure the health, safety and welfare of the residents of the Town of Bolton.

**No change.**

S. Aldrich said that she wants to question item #27.

**Item #27:** Light fixtures installed in parking areas will have a Lumina lamp that directs the light to the ground without the side dispersion of glare.

Counsel said that BLM complies with that original finding and seeks no change. S. Aldrich said that she has a problem with Item #27 in that there is a considerable amount of glare on the south side of the building. Counsel said then BLM is not in compliance. J. Gaddy said that (1) no, BLM has agreed to change this and (2) item #27 is a positive change and the language is a reflection of what they (BLM and the PB) spoke about last month at the PB meeting. Counsel said that he is confused now, because BLM states what the original finding was, they seek no change, they state they are in compliance and S. Aldrich said that BLM is not in compliance, then J. Gaddy said they are okay because it reflects BLM's agreement to change. Atty. Sweeny said that this document is purveying that they were here at the PB meeting in June 2007 and there was a discussion about the lighting and an agreement between the PB and the applicant to make some changes in the lights. H. Koster said that what they are saying is that the last 20 years item #27 wasn't complied with. J. Gaddy said that there was no discussion of it then, (2) it was discussed last month and (3) this reflects what they discussed last month. H. Koster said that what the document says there is exactly what J. Gaddy wants, but it obviously wasn't complied with if there is glare there. Counsel asked that number 27 be extracted from the blanked resolution.

Counsel said that for the following items, no change is sought or required: item numbers 6, 11, 13, 14, 15, 17, 19, 20, 21, 25, 27, 29, 30, 31, 34, 35, 39, 40, 42, 43, 44 and 45 and asked if the PB is comfortable with the fact that the applicant seeks no change and asked if there is a resolution to accept the above as no change.

H. Koster said that he has a question with #21 and asked what “minor repairs” entails. Dan Behan said that this was discussed last month, but he would ask Jason Saris to discuss this, as he is the one with the repair service on-site, not BLM. Jason Saris said that (1) the term “minor repairs” is difficult and subjective, (2) they would never do anything other than a minor repair on a dock because they have a repair facility a couple hundred yards away and it’s not convenient doing major repairs at the dock, (3) somebody else who doesn’t have a convenient indoor facility to bring the boat to might take a different path and suggest that a minor repair would be more major because they’d have to haul the boat out and take it to their shop 10 miles away, that inconvenience may make them feel something else is rather minor, (4) the spirit of it is certainly that many repairs require they are made in the water, for instance, you can’t adjust the shift on a boat unless it is in the water and you can shift it, (5) the spirit of it is easy to comply with when your facility, shop and all tools are there and (6) item #21 refers to maintenance at BLM docks and Performance Marine is not asking for any change on that condition for them. H. Koster said that it seems like BLM wants to clarify its right to provide minor repairs and Jason Saris said that (1) that is correct, but it isn’t item #21 and (2) that is item #32 saying that there will be no boat servicing at the lakeshore, which is confusing because item #21 says Performance Marine can do that, (3) again, you have to keep in mind when this was written and (4) he doesn’t know what the applicants’ position is on this provision and the requested change, but if a boat doesn’t start when it is launched, you need to be able to jumpstart that boat where it sits with the dead battery to be able to move it anywhere, which is way different from some of the other activities. S. Wilson said that it would then be addressed in item #32. Atty. Sweeny said that (1) items #21 and 32 are a bit inconsistent, (2) item #21 where it says, “...minor boat repairs will be limited at the docks...” is not exactly clear whether that refers to just the dealership or the dealership and the marina, (3) he doesn’t think there’s been an issue with the marina trying to expand into the boat service business or to do major boat repairs at the docks, (4) where item #21 says, “...minor boat repairs will be permitted at the docks...” they would like it to say “by the dealership and the marina” and (5) he understands the Chairman’s question for clarification of “minor repairs” but it really has never been an issue. Jason Saris said that he can’t speak for BLM, but things consistent with commissioning and decommissioning boats for the season and emergency services to get a boat running would certainly qualify with those type of operations. D. Roessler asked if Performance Marine does oil changes down at the lake and Jason Saris said yes.

Counsel (1) asked if the PB is willing to make a blanket motion for the following items, where no change is sought or required: item numbers 6, 11, 13, 14, 15, 17, 19, 20, 25, 29, 30, 31, 34, 35, 39, 40, 42, 43, 44 and 45, because the applicant seeks no change and none is required and (2) said that if the PB is comfortable with no change being sought or required and since no public comment has been raised in respect to all of those items,

then if it is acceptable to the PB it is appropriate for a blanket resolution saying that the PB is not going to deal with those because no change is sought, no change is anticipated and no change is required.

H. Koster said that “minor boat services” are not defined and it doesn’t specifically say that it just relates to the dealership. S. Aldrich said that if you take it in the context that it is only pertaining to the boat dealership then she is comfortable with it. H. Koster said that item # 21 says BLM wants to clarify its right to provide minor repairs at the docks. Counsel said that his proposal is to take all those that are not controversial and don’t need discussion and offer it as a blanket resolution so they can get beyond that then deal with the ones like #21, 27 and all those that specifically require change.

**Motion by** Donald Roessler to make a blanket resolution on the SEQR Findings document: item numbers 6, 11, 13, 14, 15, 17, 19, 20, 25, 29, 30, 31, 34, 35, 39, 40, 42, 43, 44 and 45 whereby no change is sought or requested. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

**Item #7:** American Marinas, Inc. shall establish a program for the continuous yearly water quality monitoring at the facility. Such program shall be subject to the approval of the Town of Bolton Planning Board. Such program shall be conducted in conjunction with the Rensselaer Fresh Water Institute or any successor organization.

***Reason for change:** It is the belief of BLM that The Fresh Water Institute, the LGA and The Fund for Lake George provide water quality monitoring in Bolton Landing and throughout the lake. BLM does not contract with the Fresh Water Institute for this service. It is the request of BLM to have this finding deleted.*

Counsel said that (1) this is an interesting finding that long ago seem to have been superimposed by actual facts that are more appropriate in that certainly American Marinas Inc. is not a player here and (2) even if you carry the possibility that this condition follows the ownership of the premises, he doesn’t see why the PB would require this marina to do the tests which are done well, done better and done by Rensselaer Freshwater Institute—it seems to be a requirement that has long lived its usefulness, it begs to be changed. H. Koster said that he believes this PB stopped that testing quite a while ago and this is one of the items that was never updated.

**Motion by** Donald Roessler to eliminate Item #7 from the SEQR Findings. **Seconded by** Sue Wilson. **All in favor. Motion Carried.**

**Item #8:** The heavy construction period will be limited to off-peak summer tourist season months.

***Reason for change:** BLM requests to have this finding deleted as it related to the construction period long since past.*

Counsel said that (1) item #8 can be construed in the context that it has been granted and (2) it is talking about during the heavy construction period that time long ago when this was a project proposed, so it doesn't apply. H. Caldwell asked what happens if the applicants get into some heavy construction and Counsel said they would have to come back for site plan.

**Motion by Donald Roessler to eliminate Item #8 from the SEQR Findings. Seconded by Sandi Aldrich. All in favor. Motion Carried.**

**Item #9:** American Marinas, Inc. will provide funding for the installation of a Bouy System to control boat speed within the Bay, as approved by DEC.

***Reason for change:** BLM requests to have this finding deleted as the NYSDEC is charged with the buoy placement and maintenance lake-wide.*

Counsel said that if the PB accepts the proposition that tax dollars, dock fees and boat permits are money revenues well spent by the State of New York and the LGPC then the PB would never require the prior owner or the current owner to also pay for the buoy system—it doesn't seem fair.

**Motion by Donald Roessler to eliminate Item #9 from the SEQR Findings. Seconded by John Gaddy. All in favor. Motion Carried.**

**Item #10:** American Marinas, Inc. will landscape the site as specified in the FEIS to enhance the visual image of the facility and provide screening for adjoining uses. Landscaping must also be installed between the boat dealership facade and Route 9N or as required by the Planning Board during site plan review.

***Reason for change:** BLM will comply with the landscaping as required. We would, however, like to converse with the Town officials to provide the best possible landscape screen for their needs. The provisions regarding landscaping between the boat dealership facade and Route 9N no longer relates to BLM's property - that property now belongs to Performance Marine and Service.*

Counsel said that (1) he can't help the PB an awful lot with item #10 nor expedite it, (2) the PB needs to get some facts, understandings and some comfortable agreement as to what landscaping the PB has—any expectations and (3) BLM says they have always complied and will continue to comply.

H. Koster said that BLM has already agreed to plant some new plantings, replacing trees that have died. Counsel asked if there was any screening required for the boats stored on trailers that are now outside. S. Aldrich said that if the PB takes L-1 then it is dealt with. Counsel said that then it is entirely possible that the historical perspective on this is that

all of that landscaping that was required then is done—mature or dead—but it is something that needs to come out of this document. S. Wilson said that landscaping is gone and Counsel agreed. Atty. Sweeny said that (1) he thinks if the language is changed to read, “...landscaping as shown on L-1...” it would take care of the current landscaping issue and (2) a neighbor requested six 6 ft. American arborvitae which they will comply with.

**Motion by** Donald Roessler to eliminate Item #10 from the SEQR Findings and replace it with “the landscaping plan noted on map L-1 dated 06/19/2007...”. 6 arborvitae 6 ft. in height to be planted. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #12:** The Boat Storage Building will be limited to 31,850 GSF and store a maximum of one hundred ninety one (191) boats none of which shall be larger than 28'.

***Reason for change:** Although BLM remains comfortable with the limitation on the number of boats, due to the changes in boat manufacturing over the last twenty years (as discussed in paragraph two) the restriction on the boat size is dated and no longer required.*

Counsel said that (1) the boat storage building is still capped at 31,850 gross sq. ft., (2) there is not any suggestion or tampering or change whatsoever with 191 inventory boats on-site and (3) the issue is that they seek relief from the restriction on boat size—the old standard was none larger than 28 ft.

D. Roessler asked what the maximum size boat that can be lifted with the forklifts is now and Dan Behan said that (1) it depends on the main style of the boat, (2) what is more limiting is the aisles in their building—they are really at 30 ft. and (3) the difference is that the old manufacturers don't have a consistent way to measure boats anymore. H. Koster asked if the applicant would be happy if the PB used a number of a maximum of 30 foot. Dan Behan said that (1) a Sea Ray would come out at 30.5 and whether or not the swim platform would make a difference and (2) the model number on the side is really not even close to what the length of the boat is. H. Koster agreed. D. Roessler said that the building and the slips that they go in are going to limit the size of the boat and (2) it doesn't make a difference if it is a 28 ft. or a 32 ft. boat. S. Aldrich said to eliminate the end of the sentence as to the size of the boat, because the capacity of the forklift is going to eliminate them to. D. Roessler said it can just be left at 191 boats. H. Koster said that he thinks some of the neighbors are concerned that somewhere down the line it is going to be profitable for BLM to put a 40 ft. boat in there with a super-sized forklift that is going to make a lot of noise and that BLM is going to give up two or three spots in that barn to put that 40 ft. boat in there. D. Roessler asked if BLM can lift a boat of that size and Dan Behan said no, not with the forklifts they have and the forklifts they have are the same size and model number as they were when they started in 1986. D. Roessler said that BLM is not going to make that investment to lift a 40 ft. boat or boat that size for just one or two boats. S. Aldrich agreed. Dan Behan said that (1) the aisles wouldn't

be wide enough and (2) they could live with a maximum of 34 ft., which would include the swim platform and the pulpit. S. Wilson asked if that is something BLM can lift with its current forklift and Dan Behan said yes.

**Motion by** Donald Roessler to amend the wording of Item #12 of the SEQR Findings to “34 ft.” and leave everything else the same. **Seconded by** Chauncey Mason. **All in favor. Motion Carried.**

**Item #16:** One hundred thirty seven (137) parking spaces will be provided on-site.

***Reason for change:** As discussed in paragraph 3, BLM requests this finding be amended to 100 parking spaces recognizing the changes since the Performance Marine and Service property purchase, subdivision and their amended parking requirements.*

Counsel said that (1) the requirement was originally 137 parking spaces, (2) the applicant suggests that it was earlier discussed and previously amended reflecting other changes already done in other applications since Performance Marine and Service Property purchased the subdivision as well as their amended part in the requirements and (3) if the PB can agree with that inventory that may very well be an easy change to be made by resolution.

D. Roessler said that the PB agreed earlier in this meeting to 124 spaces, so there is a need to change the 137 spaces to 124.

**Motion by** Donald Roessler to amend Item #16 of the SEQR Findings to “124 parking spaces provided on-site”. **Seconded by** Chauncey Mason. **All in favor. Motion Carried.**

**Item #18:** There will be an Emergency and Service Drive along the north face of the Storage Building. This Drive will have an electronically controlled gate to limit access to staff and neighboring properties.

Another control gate will be installed between the proposed storage building and the office. Both of these control gates will be "break-away" type units that afford easy emergency access.

***Reason for change:** There is an emergency and service drive along the north face of the storage building. There are operational security gates in the areas describe above, but they are not electronic or "break away" type gates. It is our belief the Town of Bolton Landing and the prior owner/operators of BLM agreed the electronic breakaway gates referred to above were unworkable and not required. BLM requests this finding be amended and updated to reflect that agreement.*

Counsel said that (1) item #18 is basically talking about the previous circumstances and requirements and has to do with the emergency and service drive, (2) according to the italicized text, the applicants' say it is their belief that the Town of Bolton Landing and the prior owner/operators agreed that electronic breakaway gates were unworkable/not required and (3) if the PB can substantiate then the PB has a better understanding of what the PB is willing to amend or modify or question.

D. Roessler said that the applicant is saying the gate will be down when BLM closes its facility and asked what happens if a Performance Marine dock space customer or a neighbor (deeded right-of-way people) wants to come out. H. Koster said they'd have a key. Atty. Sweeny said that (1) based on the discussion earlier, the enclosed gate is enough a deterrent to get folks to go around the other side of the building, but also let emergency vehicles through if they have to and (2) it is not locked now and there is no plan to lock it, so the neighbors and Performance Marine would have the ability to go in and out—they will have a sign up and a closed gate, but not a locked gate. Jason Saris said that he believes that basically that is what the PB had already signed off on. D. Roessler asked if Jason Saris is okay with that and he said yes, as long as they (Performance Marine) have access.

H. Koster asked if there is some way this can be researched, because it was taken up previously and a motion was passed on this exact item, because exactly what they have there now is what the resolution was. P. Kenyon said they can research it and Counsel agreed. Counsel asked if H. Koster feels the need to change that, which was previously amended and H. Koster said no, but it was amended from what it says on this document. Counsel agreed and asked if H. Koster knows if that amendment is somehow consistent with the applicants' belief that there is an agreement that the electronic breakaway gates are not required. Counsel continued by saying that if the PB never dealt with it, then the prior amendment still controls. H. Koster said that there is a prior amendment to this item #18 previously by this PB that this PB feels they should abide by. Counsel said regarding the emergency and service drive topic, from a meeting of June 27, 1991, Herb Koster made a motion, which says, "...Herb Koster made the following resolution. We affirm and clarify provision 18 of the initial approval, so it could provide an access route along the north face of the storage building. It will be limited as far as access of staff, neighboring property owners and pedestrian patrons of Performance Marine for their success of ownership whether access is gained from the east or the west. Tom Donohue seconded. All were in favor." S. Wilson asked if that would cover the offer that was made earlier on that their vehicles for their members would egress from the south side only. Counsel said that it is an acknowledgement that that which was about to be 21 years old has already been amended by previous board action and this PB is leaving the previous PB action intact—the amendment is untampered. S. Wilson asked if that eliminated the egress of BLM's members from the north side and Counsel said yes, it appears to by its language. H. Koster asked if that is agreeable to the neighbors to leave the amendment and Richard Drake said yes, that is consistent with Ned Burkowitz' desire to keep the traffic—pedestrian and vehicular—down to a minimum in that area.

**Motion by** Donald Roessler to amend Item #18 of the SEQR Findings to refer to the 06/27/91 PB resolution. Specifically the motion reads as follows: “We affirm and clarify provision 18 of the initial approval, so it could provide an access route along the north face of the storage building. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

**Item #21:** All major boat repairs associated with the on-site boat dealership will occur within the dealership building. Minor boat repairs will be permitted at the docks.

**No change:** *BLM wants to clarify its right to provide minor repairs and service at the docks and in the BLM boat storage building.*

H. Koster said that there seems to be a controversy between the interpretation of this, as Jason Saris says this strictly deals with the dealership and BLM is claiming they want no change because it wants to clarify its right to provide minor repairs and services at the docks and in the boat storage building. Atty. Sweeny said that if you change the word “provide” to “allow” then that should make a difference, because they don’t provide any service of any sort, so it would allow “Performance Marine....” H. Koster said that item #21 is reading referring to dealership—not to storage, so it is referring to Performance Marine—not BLM. S. Aldrich said that if they leave it no change because it deals specifically with Performance Marine, the PB can address this issue in accordance with BLM in item #32. Atty. Sweeny said they agree that item #21 only applies to Performance Marine. Counsel suggested the resolution be for no change.

**Motion by** Donald Roessler that Item #21 of the SEQR Findings remains the same with no change. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

**Item #22:** Exterior boat storage will be addressed during site plan review and is also subject to NYSDOT comments on the FEIS.

**Reason for change:** *Our neighbors, both residential and commercial, store boats on adjoining property as do other marinas and the BLDC/Norowal Marina. BLM would like this finding changed to allow exterior boat storage for their members.*

Counsel asked if this is the same 20 boats discussed earlier in exterior boat storage and Atty. Sweeny said (1) yes, it did come up in an earlier condition and (2) it is the same thing. S. Aldrich asked if item #22 can be eliminated. Counsel said (1) no, because you have the same findings, so you have to track them and (2) item #22 is a resolution that clarifies that exterior storage is addressed and it is a maximum of 20 boats not to exceed 5,000 sq. ft. H. Koster said that it was also a condition that boats must be launched by pick-up truck. Atty. Sweeny said that it was condition #2.

**Motion by** Donald Roessler to amend Item #22 of the SEQR Findings whereby referring Item #2 for specifics. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #23:** Forklift trucks will be hydraulically operated and contain "sound-quieting packages" and will not be equipped with activated warning horns.

***Reason for change:*** *The BLM Forklifts are equipped with "sound quieting packages" however; they are also equipped with a new "quiet smart beeper" activated when in reverse for safety reasons. This restriction should be amended and updated.*

Counsel said that (1) item #23 is dealing with forklifts and (2) the applicants propose that innovations and equipment are available and they use them, so they ask the restrictions be amended and updated to reflect that.

Richard Drake said that he believes the neighbors would be satisfied with terminology that referred to the best available sound quieting technology. Counsel said that is excellent language.

**Motion by Donald Roessler** to amend Item #23 of the SEQR Findings to read "...forklifts are to be equipped with a sound-quieting package from a manufacturer that provides the best sound deadening and also to have quiet smart beepers installed."

**Seconded by John Gaddy. All in favor. Motion Carried.**

**Item #24:** The proposed boat storage building will have a standard dry pipe sprinkler system. The system will meet or exceed N.Y.S. Fire Underwriters' standards for buildings of this type. A fire alarm control panel will be installed and connected to the fire department. Eight 10 pound ABC fire extinguishers (rated 10A; 60BC with signs) will be stationed at each exit. Further, there will be fire vents and a double door installed on the west side of the building.

American Marinas' personnel will take part in an intensive fire protection training program. Training will include a review of the Bolton Fire Department's Pre-Plan for fires at the site by the Fire Chiefs representatives. The installers of the alarm/sprinkler system will train the employees in the use, maintenance and testing of this vital equipment. This will include a testing procedures for the direct phone lines to the firehouse and alarm service. Year-round employees will be organized into a fire brigade.

In addition to the initial training program, the marina manager will hold an annual seminar on fire protection for the seasonal employees. In this seminar, year-round marina personnel will give demonstrations and instruction of equipment and policies. When necessary, the year-round personnel will consult fire protection professionals for review and updating of policies and procedures.

Pumps that will supply lake water to the building sprinkler system should be tested once every month and receive periodic maintenance.

***Reason for change:*** *The BLM sprinkler system has been updated and plumbed to the Town of Bolton Water System. The system is no longer serviced by pumps drawing water from the lake. This restriction*

*should be updated.*

Counsel said that (1) item #24 talks about it conceptually as a proposed boat storage building, but we know when it was originally built, it had a fire protection system with a water source from the lake, which now, 20 years later, has been updated and is no longer serviced from pump-drawn water from the lake—it has been updated and plumbed into the Town of Bolton water system and (2) the other component in here is that the original findings had a fairly detailed training program and sort of intensive fire protection awareness training and (3) BLM is very compliant, but he thinks the PB needs to acknowledge that the system back 20 years ago has improved—it is presently state-of-the-art and hooked to the municipal system.

**Motion by** Donald Roessler to amend Item #24 of the SEQR Findings to read “BLM’s existing sprinkler system will be maintained as installed and plumbed into the Town of Bolton water system and to be up to New York State Fire Code.”. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #26:** A sewage pump-out facility will be installed for use by the general public (boating, marina and patrons). The facility will meet all state health and local design criteria. A back-up pump will be provided. The holding tank will be two hundred seventy-five (275) gallons which will accommodate any overload. An alarm system will activate if overload occurs.

***Reason for change:** BLM has a pump-out system that is plumbed to the Town of Bolton septic system. This restriction should be updated.*

***Reason for change:** The BLM sprinkler system has been updated and plumbed to the Town of Bolton Water System. The system is no longer serviced by pumps drawing water from the lake. This restriction should be updated.*

Counsel said that (1) the sewage pump-out facility original design was not then hooked-up to the municipal septic system and (2) the representation is that the present BLM pump-out system is plumbed directly into the Town of Bolton septic system, which would seem practically to obviate any need for having the series of overload alarms, as the system is now about as state-of-the-art as you can get. H. Koster said that it is still a pump system that goes up hill so it requires an alarm. Counsel asked if the PB wants a back-up pump or a holding tank and H. Koster said no, an alarm is adequate, as it tells you if the pump is in failure and it tells you long before it is full.

**Motion by** Donald Roessler to amend Item #26 of the SEQR Findings to read “BLM is to maintain a pump-out system that is plumbed to the Town of Bolton septic system and an alarm system that will activate if the system is overloaded is required.” **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #27:** Light fixtures installed in parking areas will have a louver in the lamp that directs the light to the ground without the side dispersion of glare.

H. Koster said that the language that is in there is perfect.

**Motion by** John Gaddy that Item #27 of the SEQR Findings document be amended to the language that is presented in the proposed amendment #27 that BLM will comply that the exterior “Light fixtures installed in parking areas will have a Lumina lamp that directs the light to the ground without a side dispersion of glare (due to shielding)”, therefore there is no change. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**Item #28:** The storage building will be totally contained with floor sumps and normal barriers that would contain any accidental leakage from boats within the structure.

***Reason for change:*** *BLM believes the requirement for floor sumps was eliminated during the construction process, with Town Board approval.*

Counsel said that BLM says the requirement for floor sumps was eliminated during the construction process, so what they have in 2007 is a storage building that was indeed constructed without floor sumps. D. Roessler asked if the PB can eliminate this altogether and Counsel said yes, if that is satisfactory, but it needs a resolution that says so.

**Motion by** Donald Roessler to eliminate Item #28 of the SEQR Findings. **Seconded by** Chauncey Mason. **All in favor. Motion Carried.**

**Item #32:** Dock space will be allocated as specified on Drawing No.8 in the FEIS.

The boat dealership and American Marinas, and their successors, will not be permitted to sublease or sell any dock space to the general public nor will it be permitted to rent boats to any persons or groups. There shall be no boat servicing at the Lake shore. It is agreed that any sublease of the boat dealership may be permitted to use the boat slips but in no event, shall they be rented to the general public.

***Reason for change:*** *BLM requests that this finding be revised to allow rental of wet slips to annual BLM members (as discussed in paragraph 5), and to allow minor repairs and service at the docks (as discussed in paragraph 21).*

Counsel said that item #32 is the much-discussed item about dock space. D. Roessler asked if on the southernmost docks, that the applicants want to have wet slips if the boats the applicants want tied up to those docks, would be part of the 191 boats and not an addition to the 191 boats. Dan Behan said those would be included in the 191 boats. D. Roessler asked if “minor boat repair” was covered in the other finding and J. Gaddy said

no. Atty. Sweeney said that (1) item #21 applies to Performance Marine and (2) the condition here for item #32 of “no boat servicing at the lakeshore” they are requesting that BLM be permitted to allow minor boat servicing at the shore and in the barn. D. Roessler said that he has a problem with allowing BLM to do minor repairs because there is already a service facility. S. Aldrich said that BLM is not going to do any repairs, but they are going to allow somebody else to do the repairs and Dan Behan said that is correct. H Koster said that (1) you can’t force somebody from BLM to use Performance Marine and (2) Jason Saris is correct in saying that if you have to jump-start a boat you can’t say you have to go up the hill and get those guys to jump-start your boat for you—we can’t touch it. D. Roessler said that the PB then has to limit BLM to specifics. H. Koster said he needs a definition of minor boat repairs from a mechanics point of view. D. Roessler said that he is thinking just jump-starting or diagnosing why it can’t start—other than that, any other repairs cannot be done. C. Mason said that there are a lot of minor repairs that can be done to a boat in the water. H. Koster said BLM is a storage facility—not a repair facility. Dan Behan said that (1) the way item #32 is worded saying that “...there will be no boat servicing at the lakeshore...” is just unrealistic for any marina to do, (2) they are not in the service business—they can monitor and police what is major or minor, (3) they are not going to risk major work being done at their waterfront when they are not in that business, (4) they can make sure that all major jobs are done by a qualified vendor off-site or at Performance Marine and (5) “minor repairs” could be light bulbs, adjusting the throttle cable, etc.—anything beyond jumping a boat. H. Koster said that he knows the applicants’ intentions are good, but there are going to be future owners beyond them which is why he was looking for a simple description of “minor”. D. Roessler said that it is very vague. Frank Perillo said that (1) they are not going to tie up their docks if it is going to be an extended period of time, (2) if it is something simple and they can’t do it at the dock, they will have to pull the boat out of the water with a forklift again, bring it up to the building for a throttle adjustment or a lubrication or something like that—he wants to go on record that BLM will not do any repairs ever—but they want to have the ability for Performance Marine, a Sea Ray dealer or whoever the customer calls, (4) he thinks that by having no dock minor repairs, it is just asking for trouble with the neighbors, because it would mean another trip back and forth and (5) they are not in the service business, so they would have to be foolish to do any major repair work in the water.

H. Koster asked if the PB would have to be happy with the term “minor”. Counsel said that he believes it is okay, as there has been adequate discussion even outside of this application as to what constitutes “minor repair”. S. Wilson said that the PB told Wayne Smith that minimal outdoor maintenance only is allowed, this includes but is not limited to shrink-wrapping and covering of boats, swapping out batteries, installing engine plugs or installing tune-up parts...no major repairs, winterization, or oil or grease changes are allowed. D. Roessler said that the PB was doing that for his site. Counsel agreed, but said that it is just as instructive as what the PB considered minor repair in that context. S. Wilson said that she is not saying she agrees with this for this project, but it is just what the PB told Wayne Smith.

Counsel asked if oil changes are okay. Jason Saris said that regarding future owners, he has no problem with what these owners' intentions are, but he would ask one thing be clarified for future owners, as it is not clear, but implied that Performance Marine will make all major repairs at his facility and that the assumption was that there were no major repairs to be allowed anywhere else on the site including within the BLM building—again his concern is future owners. H. Koster said that if BLM or future owners wanted to start doing any major repairs, they would have to come before the PB for site plan review because they'd be changing their business. Jason Saris said that (1) he thinks that because this document covered both of their businesses at the same time and they were in business up there before it was subdivided, it was a sublet to them, the document says basically that even though the two subdivided, none of this changes any of how this whole thing operates, which is why they are all bound by it and (2) he thinks it was clearly the intent of the original site plan review that there was only one place on the property that major repairs were going to be allowed—he suggests it be clarified in that, because the PB might be giving the implication by expanding item #32 to say that minor repairs can be done at the dock, then perhaps then major repairs can be done in a facility. Atty. Sweeny said that (1) in item #21 there is a restriction on major repairs either at the dock or in the building, (2) they would like to be able to have wet slips for annual members and to be able to do minor repairs and services at the docks and on-site and (3) if the PB wants to say “only minor repairs” or “no major repairs” that is fine, as they agree with Jason Saris and they are not going to infringe on that part of the business.

D. Roessler said that for item #32, the only thing he would like to change is for it to say “minor boat servicing at the lakeshore” instead of “no boat servicing at the lakeshore” and add to that “no major repairs inside storage building or in the wet slips.” S. Aldrich said if you put “no major repairs on the BLM site” you have everything covered. Atty. Sweeny said that he would like the term “sublease” eliminated, as they would like to be able to have wet slips.

**Motion by** Donald Roessler to amend Item #32 of the SEQR Findings to read: “Dock space will be allocated as specified on drawing # 8 in the original FEIS. The boat dealership, American Marinas and their successors will not be permitted to sell any dock space to the general public, nor will it be permitted to rent boats to any persons or groups. BLM can do minor repairs / boat servicing only. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

Ron Conover said that he thinks the issue is noise, so it seems to him that some general statement even relative to minor repairs should be in there so you have some context for sending down the enforcement people. H. Koster said that (1) noise is referenced in other parts of this document, (2) this specific part is dealing with repairs down on the lake and in the building and (3) the PB at the time did not want any repairs done in that building or down at the lake and that is what this particular item is referring to—not noise. Ron Conover said that (1) he is well aware of that and (2) at that time this was a storage facility, but it seems to him, major, minor, the issue is noise—people are doing repairs on their boats all the time and don't even wake up the neighbor, but when you start operating

power tools, compressors, etc. H. Koster said that this is relating to repairs down at the lake—this part of it is not dealing with noise.

Zoning Enforcement Officer Mitzi Nittmann said that in Donald Roessler's last motion the PB had discussed that the wet slips be inclusive of the 191 boats to be available on the site and she thinks it needs to be in Donald Roessler's motion from her perspective. S. Wilson said that M. Nittmann is saying that the sublease of the wet slips includes the total number and doesn't include more boats. D. Roessler said that was covered in one of the other findings and H. Koster agreed. Counsel said that the PB absolutely positively in its findings have to tap a lid, a tight seal of no more than 191 boats on this site. D. Roessler and H. Koster said this was covered in another finding.

**Item #33:** Dredge spoils will either be used as a topsoil supplement, if it is suitable, or it will be disposed of off-site by the contractor at the Lake Shore Drive location 2.5 miles south of Town (at the Tomahawk).

***Reason for change:** BLM does not foresee a need to dredge in the near future. Should the need arise the permitting process will address the bottom sediment disposal location, and may require the use of different disposal techniques (such as beneficial reuse). BLM therefore requests this finding be removed.*

Counsel said that (1) item #33 has to do with the proper disposition of register, which is fine pertaining to the construction period, (2) you cannot preclude the possibility that in some point in the future there may also be a need to dredge, but there is no present intention nor need on BLM's part to dredge now and (3) if the PB eliminates this, it does not in any way eliminate the requirement that BLM would still need to comply with New York State Law and secure all permits and properly oppose of this sediment and dredge.

**Motion by Donald Roessler to delete Item #33 from the SEQR Findings. Seconded by Sandi Aldrich. All in favor. Motion Carried.**

**Item #35:** Given the geometry of the drives and the layout of the boat storage building, the proposed traffic circulation design is not within NYSDOT standards for minor commercial driveways. The following changes shall be implemented;

Maintain the one-way entrance at the south drive. Provide improved channelization to the parking lot by removing the last parking spot in the drive and install flared curbing.

Use the north drive as a two-way entrance/exit and widen the drive twenty two (22) feet from the western edge of the northern parking lot to the control gate to allow two-way traffic flow. Also, the north drive will be regraded to reduce the existing slope.

Widen the access between the north and south drive to twenty two (22) feet to allow two-way traffic flow.

**No change.**

S. Wilson said that she knows it was in the blanket resolution, but she asked if it was changed in any way by discussing that the north parking lot was not going to be used by the members. D. Roessler said that they are not using the north road, they are just using the driveway to get to that parking area. Counsel said that he doesn't think it changes it. S. Wilson asked if they only have a one-way entrance if it is out drive, where is the other way? H. Koster said that (1) they are talking about entrance and exit off of Route 9N, (2) the restricted area is right next to the building itself, (3) on the west side of the building you can cross over from one driveway and another, but from the corner of the building down to the lake is only accessible to Performance Marine staff and the adjoining property owners. S. Wilson agreed and asked how the members exit the site and H. Koster said to the south. S. Wilson said she understood and she was okay with this item as addressed in the blanket resolution.

**Item #36:** Due to sight distance problems with ingress and egress, boat storage in front of the boat dealership, along Route 9N, will be limited to two (2) boats that do not exceed forty (40) feet.

**Reason for change:** *The area in front of the former boat dealership is now Performance Marine and Service property. BLM requests this finding be deleted from BLM's findings.*

Counsel said that (1) the finding for item #36 does not today pertain to the portion of the land that BLM today owns and occupies and (2) there is a finding that relates specifically to ingress and egress and site distance requirements and that portion which is now owned and operated by Performance Marine as a matter of law it doesn't apply, so the PB should say so.

**Motion by** Donald Roessler to delete Item #36 from the SEQR Findings. **Seconded by** Chauncey Mason. **All in favor. Motion Carried.**

**Item #37:** Patron automobile parking will be separated completely from the launching area.

**Reason for change:** *Patron and employee parking are separated and controlled a safe distance from the launching area. However, on a few peak seasonal days BLM may wish to park cars on the grass in front of the boat storage building out of the way of the four launch lanes. BLM therefore requests this finding be amended to allow for such parking.*

Counsel said that (1) item #37 was defined and it required originally there be separate parking and the parking was completely separated from the launching area and (2) here

the applicants are indicating that there may be peak seasonal days for which they would seek permission to additionally park cars on the grass in front of the boat storage building out of the way of the four launch lanes.

D. Roessler asked if the PB can refer to Map L-1 for the parking layout or just need to change it to that the PB is allowing the 10 spaces in the northeast corner. Atty. Sweeny said that (1) those spots are included in the 124 boats and (2) he thinks it would suffice to say, “parking in the vicinity of the launch area will be restricted as shown on L-1”.

**Motion by** John Gaddy to acknowledge Item #37 of the SEQR Findings that the northeast corner of the boat storage building is considered a parking area for the total number of 124 allowed parking spots calculated and cars will be allowed to be there as long as they don’t interfere with the launching operations. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**Item #38:** The boat dealer maintenance facility will be insulated, thereby soundproofing the facility to muffle any noise associated with interior operations.

*Reason for change: The boat dealership maintenance facility is now owned by Performance Marine and Service. BLM requests this finding be deleted.*

Counsel said that (1) item #38 is a condition that made complete sense when the parcel was a unified parcel, (2) it indicates that the boat dealer maintenance facility would be insulated for the purposes of soundproofing and (3) that operation exists on its own and it is probably still a requirement for Performance Marine, but not for BLM. H. Koster said that this document still refers to both and Counsel said that eliminating this doesn’t in any way diminish the requirements for the Performance Marine part, it just doesn’t pertain to BLM. D. Roessler asked if the PB wants to change it from BLM to Performance Marine. H. Koster said that this document still refers to Performance Marine also. Counsel agreed and said that (1) he is suggesting that the boat dealer maintenance facility would be insulated thereby soundproofing the facility to muffle any noise associated with interior operation, clearly has no impact on BLM and (2) it is true that based on these facts it has absolutely no application to BLM. H. Koster agreed and said that the EIS still refers to both operations. Counsel said that (1) it came to a junction point where BLM asked to have all of its findings re-evaluated and amended and (2) from this point forward, this will be BLM’s findings, that is when the PB gets done, they will have completed BLM’s findings and the PB’s conclusions on the SEQR—it will be BLM’s from now on. H. Koster said Counsel is looking to change the whole thing then and Counsel said no, that which remains unchanged still pertains to Performance Marine. H. Koster said item #38 should be left unchanged. Counsel asked if for this discussion all PB members acknowledge that item #38 doesn’t apply to BLM and all PB members agreed.

**Motion by** Donald Roessler to make no change to Item #38 of the SEQR Findings, but to add a note that it does not refer to BLM. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**Item #41:** Irreversible and Irretrievable Commitment of Resources Section of the FEIS appears to contain an assessment of cumulative impacts. Therefore, Irreversible and Irretrievable Commitment of Resources is addressed below.

The construction of the new marina will require the Irreversible and Irretrievable Commitment of the following resources: construction materials, man hours, equipment, fuels needed for equipment operation and energy in the form of electricity. In comparison with the surrounding area, the commitment of building materials for the proposed project is not considered significant. Operation of the new marina will require the Irreversible and Irretrievable Commitment of: fuels for commuting to the facility and for the operation of boats; fuels for equipment operation and energy in the form of electricity.

**Reason for change:** *No longer applicable. BLM requests this finding be deleted.*

Counsel said that (1) item #41 is what you would consistently define after you have an environmental analysis and they are asking you to consider the irreversible, irretrievable impacts that are basically wrapped into a project, that is that you acknowledge that things are going to change, that there are going to be construction activities, materials are going to be utilized and man hours are going to be dedicated to this project and (2) it all remains true, but it is also historically a fact—it has no relevance with respect to the day to day operations here and (3) it makes sense to delete it, as it is not a finding that is relevant to today's facts or future requirements.

**Motion by** John Gaddy to delete Item #41 from the SEQR Findings on the basis that this section no longer applies since construction is completed. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**Item #46:** The final grades of the access points to the project will be determined during site plan review. They shall conform with generally accepted engineering practices and NYS DOT requirements for curb cuts onto state highway.

**Reason for change:** *Change is solely to state that the final grades will be as shown on approved site plan.*

Counsel said that item #46 requires that the final grades of access points on that project determined during the site plan review and they were to be required to conform to best accepted engineering practices and the NYS DOT (2) the applicants only seek to change that they will show those final grades on their approved site plan and (3) he asked if when this is all done, if the applicants have something revised to show everything incorporated by these amendments and if they will submit it. Atty. Sweeny said that they probably

should submit a site plan for signature for approval. Counsel asked if that will show the final conditions of everything that was approved and he is asking what Atty. Sweeny's sentence means. Atty. Sweeny said that he thinks no change on item #46 is fine here—they are not touching those findings. Counsel agreed.

**Motion by Donald Roessler to make no change to Item #46 of the SEQR Findings. Seconded by John Gaddy. All in favor. Motion Carried.**

Counsel said that (1) to wrap up and conclude that which was the exercise this evening, to make sure it just fits in what were required of the changes in SEQR, this is a project where BLM presented by site plan review 46 elements of what had been previously approved on-site through the prior owner and by prior site plan review, (2) now hopefully this will come out in a motion to approve all of the amendments that were individually reviewed, considered and decided upon, (3) the question remains if the proposed action will comply with existing zoning and other existing land use restrictions and the answer is simply yes, that is that no variances will be required or necessary, (4) the present land uses within the vicinity of this project are a mixture of commercial, marina and residential, which is correct, (5) regarding if this action involves some permit, approval, funding or alternate governmental agency reviews of this project—as far as the site plan is concerned, no, there is no other agency other than this board, (6) does this particular action also have current valid permits and approvals—the answer simply is yes, (7) will the prior approval for existing permits or site plan approval require modification—the answer simply again is yes, which was the exercise this evening, to make those amendments, (8) does this action exceed any Type I threshold that is provided for in the NYS Codes, Rules and Regulations—the answer he would recommend is no, (9) will the action receive coordinated review—the answer is yes, this is the only board that is dealing with the issue, (10) next question is if anyone has any problems on the environmental assessment form C1-C7, (all PB members said no), (11) is there likely to be any controversy related to adverse or potentially adverse impacts—he thinks the PB has given considerable consideration to what might have been valid concerns, but they are not exceptional to those impacts, so he thinks it gets a favorable answer and (12) the question of if the PB finds no negative or adverse impacts with respect to the amendments rendered.

**Motion by John Gaddy that the examination of the issues regarding the original SEQR findings have dealt with the issues in an effort to improve them and that regarding the environmental review, the PB makes a negative declaration. Seconded by Donald Roessler. All in favor. Motion Carried.**

**SPR07-26 MCMAHON, WILLIAM & CARISSA.** Represented by Frank DeNardo of Elite Dock Co. To replace existing dock with a “U” shaped dock. Seek Type II Site Plan Review for a new land use with 250 ft. of the Lake George shoreline. Section 141.17, Block 1, Lot 5.2, Zone RCL3. Property Location: 11 Cliffside Drive. Subject to WCPB Review. Subject to SEQR.

Frank DeNardo of Elite docks, representing William and Carissa McMahon, gave an overview and said that they are proposing to replace an existing dock with a u-shaped dock.

The WCPB determined no County impact by default approval, no action was taken, as there was no quorum.

S. Aldrich asked if the dock is covered and Frank DeNardo said no. J. Gaddy asked if there will be any power at the dock and Frank DeNardo said no.

The PB found no concerns with Section 200-31A-D of the zoning ordinance and C1-C7 on the SEQR form.

**Motion by** Sue Wilson to accept the application as complete, waive a public hearing and grant approval as presented. This motion includes a SEQR analysis and findings of no negative environmental impacts with all aspects favorable to the application as presented. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**SD07-18 VALLEY WOODS SUBDIVISION (FEDELE HOLDINGS, LLC).**

Represented by Joe Pfau. Seeks to amend previously approved plat SD04-27 approved by the board on 4/28/05. Specifically to create a lot line adjustment between those parcels designated as Section 140.00, Block 3, Lots 20 & 22, Zone RL3. Property Location: Valley Woods Road and being lots 2 & 3 of the Valley Woods Subdivision. Sketch Plan Review. Minor Subdivision. Subject to SEQR.

Joe Pfau, representing Valley Woods Subdivision (Fedele Holdings, LLC, gave an overview and said that (1) they are requesting a lot line adjustment to change two lots of the previously approved subdivision from a 3 acre lot and 28 acre lot to create a 25 acre lot and a 6.5 acre lot, which would move all the wetlands to one lot and (2) he has also submitted this to the APA and received a jurisdictional determination on the lot line changes saying that no permits are required.

S. Aldrich asked if the proposed lot line adjustment is because new wetlands were discovered. Joe Pfau said (1) no, the wetlands haven't changed—they were approved by the APA, (2) what they are trying to do is to convey the large 25-acre parcel and the APA will not let them convey that without a permit and (3) there are no plans for that lot at this time. H. Koster said that this is a simple lot line adjustment.

The PB found no concerns with Section 200-31A-D of the zoning ordinance and C1-C7 on the SEQR form.

**Motion by** Donald Roessler to accept the application as a completed sketch plan, convert sketch plan to final plat, waive a public hearing and grant final approval as presented. This motion includes a SEQR analysis and findings of no negative environmental impacts with all aspects favorable to the application as presented. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

**SD07-17 TENNENT, JEFFRY, FORGO, ATTILA, & NITTMANN, MITZI.**

Represented by Jeff Tennent and Atty. Michael Stafford. Seek to amend previously approved plat SD05-12, approved by the Planning Board on June 23, 2005. Specifically to create multi-lot line adjustments between those parcels designated as 123.00-2-20 (Nittmann) and 123.00-2-15 & 21(Forgo), Zones RR5, RR10 & LC25. Property Location: 315 & 317 New Vermont Road. Sketch Plan Review. Minor Subdivision. Subject to SEQR

Jeffrey Tennent, representing himself, Attila Forgo and Mitzi Nittmann, gave an overview and said that they are proposing two lot line adjustments, which he showed on the map.

J. Gaddy asked if there is any reason that 2.5 acres is to be retained by Forgo in a 5-acre zone. Jeffrey Tennent said that it is the minimum lot size. H. Koster said that it is still going to come under cumulative assessment and J. Gaddy agreed.

The PB found no concerns with Section 200-31A-D of the zoning ordinance and C1-C7 on the SEQR form.

**Motion by** Donald Roessler to accept the application as a completed sketch plan, convert sketch plan to final plat, waive a public hearing and grant final approval as presented. This motion includes a SEQR analysis and findings of no negative environmental impacts with all aspects favorable to the application as presented. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

**SPR07-28 SALAMONE, KENNETH.** Represented by Bruce Mowery. For a proposed guest cottage, seeks Type II Site Plan Review for an accessory structure greater than 1,500 sq. ft. Specifically 1,888 sq. ft. is proposed. Section 213.05, Block 1, Lot 6.1, Zone RM1.3. Property Location: 4124 Lakeshore Drive. Subject to WCPB Review. *Note: This item is in conjunction with V07-37 for deficient setbacks.*

Bruce Mowery, representing Kenneth Salamone, gave an overview and said that (1) there is an existing camp that is occupied, which is on stilts now, (2) they were given ZBA approval to move it, (3) they propose to build on the same footprint and fill in the bottom, (4) the elevations are basically the same and the height itself is approximately 7 feet higher than the existing roofline, which still brings you a little bit below of where the top of the ledge is, (5) it will be wood siding done in earth tone colors and (6) this is to accommodate the owners for now until the main house is built at which time this will become the guest house.

S. Wilson asked if there will be blasting and Bruce Mowery said yes, if you look at the current camp location, the back part of the camp was actually built around the ledge, so they will blast the back section, but it will be minimal.

S. Wilson asked if NYSDEC signed off on this and Bruce Mowery said yes, and all of the other criteria have been adhered to. H. Koster asked if the kitchen would be removed when the building becomes the guest cottage and Bruce Mowery said yes, it would follow the same criteria as any other guest cottage that is an allowable use on that piece of property.

J. Gaddy asked if the colors could be put as "dark earth tone colors" on the plan and if the plan could also say, "downward facing shielded lighting". Bruce Mowery agreed.

Bruce Mowery said that there would be minimal tree removal.

S. Aldrich asked if there is any plan to make the kitchen of the proposed cottage into a bedroom in the future and Bruce Mowery said no.

The PB found no concerns with Section 200-31A-D of the zoning ordinance and C1-C7 on the SEQR form.

The WCPB determined no County impact by default approval, no action was taken, as there was no quorum.

**Motion by** John Gaddy to accept the application as complete, waive a public hearing and grant approval as presented with the following conditions:

- 1) Exterior lighting must be downward facing and shielded with low wattage bulbs used.
- 2) The kitchen in the guest cottage is to be removed prior to a certificate of occupancy being issued for the main house.
- 3) The guest cottage is to be finished with dark earthen tones.

This motion includes a SEQR analysis and findings of no negative environmental impacts with all aspects favorable to the application as presented. **Seconded by** Donald Roessler. **All in favor. Motion Carried.**

**SPR07-25 ALFREDO, ROBERT.** Represented by Tom Jarrett of Jarrett Martin Engineers. Seeks Type II Site Plan Review for; 1) the construction of a single family dwelling in the LC25 zone. 2) A major stormwater project to remove more than 15,000 sq. ft. of vegetation in accordance with Section 125.13C1 of the stormwater regulations; 36,100 sq. ft. is proposed. 3) As a condition of subdivision approval set forth by the Planning Board on June 17, 2004 (SD03-29), for the removal of vegetation for future house location. Section 185.00, Block 2, Lot 35.2, Zone LC25. Subject to SEQR.

This item was tabled.

**SPR07-27 BANDEL, ART.** Represented by Tony LaCascio of the Michaels Group. Seeks Type II Site Plan Review for; 1) the construction of a single-family dwelling located partially in the LC25 Zone, and 2) A major stormwater project to remove more

than 15,000 sq. ft. of vegetation in accordance with Section 125.13C1 of the stormwater regulations and as a condition of subdivision approval (SD04-27); 17,500 sq. ft. is proposed. Section 140.00, Block 3, Lot 27, Zones RL3 & LC25. Property Location: Woods Hollow and being lot 8 of the Valley Woods Subdivision. Subject to WCPB Review. Subject to SEQR.

Tony LaCascio of the Michaels Group, representing Art Bandel, gave an overview and said that (1) they are proposing a single-family home with a two-car attached garage, (2) they have submitted a stormwater management plan, which has been approved by Town Engineer Tom Nace, (3) the house site is up on a hill and stormwater will be caught by a swale going all the way around, in addition they will have two culverts and (4) the septic system is designed by Tom Jarrett.

No PB member comments.

The WCPB determined no County impact by default approval, no action was taken, as there was no quorum.

The PB found no concerns with Section 200-31A-D of the zoning ordinance and C1-C7 on the SEQR form.

S. Wilson said (1) there is a consensus to approve this major stormwater project and (2) based upon the materials submitted and accepted as part of the record, the findings are as follows;

1. The project meets the design requirements and performance standards set forth in the code.
2. The project will not have an undue adverse impact regarding the criteria set forth in the code.
3. That the stormwater control measures proposed will function as designed and constitutes the best possible methods feasible and practicable for the project site.
4. Adequate and sufficient provisions are presented as part of the plan to assure future function or responsibility in the event of failure.
5. The project will not contribute to flooding, siltation, or stream bank erosion and will not pollute Lake George, its tributaries or streams with stormwater run-off.

**Motion by** Sue Wilson to accept the application as complete, waive a public hearing and grant approval as presented with the following condition.

- 1) Exterior lighting must be downward facing and shielded with low wattage bulbs used.

This motion includes a SEQR analysis and findings of no negative environmental impacts with all aspects favorable to the application as presented. **Seconded by** Sandi Aldrich. **All in favor. Motion Carried.**

**SD07-19 SIMONSON, RICHARD & VIVIAN. (Shallow Beach Motel)** Seek to divide into 3 lots that parcel designated as Section 186.14, Block 1, Lot 65, Zone RCH5000. Property Location: 4580 Lake Shore Drive. Minor Subdivision. Sketch Plan Review. Subject to SEQR.

Vivian Simonson gave an overview and said that they are asking for a three-lot subdivision in order to get deeds written up for three separate pieces of property.

H. Koster asked if all of the existing cabins on this property will remain and Vivian Simonson said yes, she is not going to do anything—there are no changes.

S. Aldrich asked if this piece of property has lake access rights across the applicant's other piece of property and Vivian Simonson said (1) yes, she owns a section this has rights to—she has a dock down there and (2) the way the deed is written it is 200 ft. H. Koster asked if the applicant would deed dock rights to these three lots. Vivian Simonson said (1) yes, she is not going to break the chain of title, she is just going to transfer the deed the same way it has been transferred, (2) she would give each lot rights to the 200 ft. of beach area and a 20 ft. easement, (3) as far as the dock is concerned, she would use half the dock for a dock space for each lot, as it is an 88-ft. dock and (4) she'd keep the other side of the dock for her own use, because she owns the other acreage.

D. Roessler asked how Lot #2 owners would access the lot and Vivian Simonson said they would keep the current drive and keep the stone wall up, then have a shared right-of-way to get into the property. D. Roessler asked if they would be entering the property right where the existing cabin is and Vivian Simonson said that (1) that is where they would be accessing the property—coming off the road and (2) the first lots she'd mark would be the ones she doesn't live on. She then clarified by pointing it out on the map.

Vivian Simonson said that (1) they are roughly half-acre lots and they would have an easement to enter their property off of Shallow Beach Road, so each lot could be accessed separately and (2) she didn't want anything done with the stone wall, because she thinks it is a nice feature.

H. Koster said that this is in an area for a single-family dwelling and the PB is looking at a subdivision for single-family dwellings. Vivian Simonson said that (1) as per her application, she is zoned in RCH5000, (2) she would prefer to leave it so a potential buyer could use any zoning that is available there, (3) there may be a commercial interest—somebody may want to purchase the property and have an antique shop there, (4) somebody may want to purchase her home and make it into a restaurant, (5) somebody may want to put a single house there or take out a cabin then have a main cabin and prop it up like the Gatehouse did and have a guest cottage, (6) she doesn't know—these are the things that are down the road—whoever would want to purchase it and whatever they would want to do, they would have to come before the PB and whatever zoning or regulations are in place at that time, they would have to deal with that, (7) she is not developing the property at all—she is planning on living there and enjoying the property—she doesn't want to give up any options she has and (8) she

invested 30 years in this property and when she marketed it as an individual property, the offers she got on it did not show the appreciation for what she paid for it 30 years ago, so the best way to do this is to really sell it as separate pieces, because the business is not attractive at all. J. Gaddy said that number 6 refers easements or other restrictions on the property it says to attached copy of the deed, which wasn't included and asked what the restrictions would be. Vivian Simonson said that (1) there is a deed, she is sure, (2) there are no restrictions, just that easement, (3) all of the houses or cottages there will have the same 200 ft. and 20 ft. easement to the shore and (4) they have existing docks down there that have been there for quite a while and all of which are registered with the LGPC. J. Gaddy asked if each of the three lots would have a dock and Vivian Simonson said that they would each have a dock space—she is going to devote half of this dock to the three lots and retain the other half for her other property.

P. Kenyon said that they need to be careful in that they are not going over density in leaving the existing structures there. Counsel said that (1) they have a density issue and some contractual access issues, (2) if he heard the applicant correctly, in that there will be no removal of existing cabins, then some setback issue will be created by putting the lot line right next to the cabin and (4) he is not sure he completely understood how the applicant split her dock rights between this property that has them and another property that doesn't have them, so it is an interesting rule that has to be explained. Vivian Simonson said that (1) she has to have her lawyer look at that to see how they do that and (2) it is RCH5000, so she doesn't understand why density is even being questioned. H. Koster said that the applicant is creating a lot here that doesn't have the setback requirements—that existing two-bedroom cabin when you first come in, with the property line that the applicant is proposing. Vivian Simonson asked if that would be addressed with a new owner who buys that property and H. Koster said that this board (PB) cannot approve a non-conforming setback—if the applicant wants to go through with this, she'd have to go to the ZBA and ask for a variance for that setback. Vivian Simonson said that is fine.

H. Koster said that another issue is that the applicant is going to be giving dock rights to another piece of property she owns that does not have dock rights right now. Vivian Simonson said that she can give them to herself. Richard Simonson said that they are not giving dock rights—that property has the dock rights now. H. Koster asked if the 55 acres has dock rights and Richard Simonson said no. H. Koster said that is what the applicant is saying—she is saying she is going to keep the other half of the dock for the 55-acre site, which does not have dock rights now. Richard Simonson said that there are no dock rights in the deed. Vivian Simonson said that she owns the shore, so she owns all the docks. H. Koster asked if the deed for the shoreline encompasses the 55 acres and Richard Simonson said yes. H. Koster asked if the deed for the shoreline encompasses this piece of property and Richard Simonson said no, there is just a deeded right to 200 ft. of beach in the 55 acres. H. Koster said asked if there are other people who have rights down there other than the Simonsons and Vivian and Richard Simonson said yes. H. Koster said that the applicant would be adding two pieces of property. Richard Simonson said that he is not adding anything and H. Koster said yes they are—they have one lot here and now they are making three out of it. Richard Simonson said that he has a

cottage resort with 15 cabins and H. Koster said yes, but they are asking for three separate lots. Richard Simonson said that he already has a dock that can accommodate six boats and H. Koster agreed, saying but the applicant is asking for an additional two lots to be added to a group of people that already have beach rights, so they are adding two pieces of property to it. Vivian Simonson said that it doesn't even concern them anyway, because she owns the property and she is giving them the rights to that property—there is no association or nothing, so it doesn't concern them.

Counsel said that (1) the applicants do need to seek some legal advice, (2) what Mr. Koster is trying to explain is that there are sections in the code where there are requirements for properties that are not on lake shore, but have lake rights, then that would be one piece with one owner, (2) if the applicant is successful with this project, then it would be three parcels and three owners/users, which he is not suggesting is absolutely, positively prohibited, but he is suggesting to the applicants that in the code it has rules and regulations about how many, how much shoreline and they actually do accounting and take into consideration the shoreline said to be given by deed who now have three users and three owners who are all part of the inventory in the code regarding contractual rights to the lake and (3) somehow the applicant mentioned a 55-acre parcel, which he accepts as true, which actually has the shoreline on the lake, which is a parcel the applicant owns, but this parcel is not connected to that parcel by deed, covenant or contract, just by ownership. Richard Simonson said that the parcel is connected to the 55-acre parcel by deed. Counsel asked if it is correct that what the applicant is saying is that the parcel they want to divide into three units is a parcel that in this deed when read will say has access to the lake through the 55-acre parcel and Richard Simonson said yes. Counsel asked if it says shared with others and Richard Simonson said yes. Counsel asked how many others and Richard Simonson said 12. Counsel said that it is possible that 1,700 ft. of shoreline with fifteen users might fit, but it just depends at looking at the schedule, looking at the covenants and trying to figure out what zone is being talked about, which needs to be figured out, so it makes a logical and lawful presentation. Richard Simonson said that would have to do with him selling the parcel to someone and Counsel said no, it has to do with asking permission to subdivide it, because the PB's fair question of the applicant is if the applicant plans on including lake access with that parcel and if the answer is yes, they have to go through this process. Richard Simonson said that there is a commercial parcel, so if someone wants to buy it for commercially and doesn't want the dock space, so he wouldn't give it to them. Counsel said that he hears the applicant loud and clear that they don't want to make choices, but they have to in order to narrow down the application to get approval. Vivian Simonson said that is what she put in the application. Counsel said that (1) the applicant said a couple of different things that are confusing and (2) there is a lot with three cabins on it and asked if the plan if the applicant gets an approval for that lot as a separate ownership to remain with three cabins on it and Richard Simonson said that the plan is that if someone says they want to buy one of the lots, he will send that person to the Zoning Administrator to find out what the code is and what can be done with the plan, then the purchaser gets an engineer and comes to the PB with a plan. Counsel asked if the applicant is prepared if they get an approval that each of these lots would be subject to site plan review and Vivian Simonson said yes. Richard Simonson said that (1) he basically wants to be able to market the three

lots and doesn't want to take down the buildings unless that is what a potential new owner would like and (2) he would agree to any restrictions the PB wants to put on him marketing these lots. H. Koster said that the PB can't approve something until the PB knows all of the applicants' intentions, so they know all the rules apply and if it fits with all the other people who already have lakefront there and whether the PB is allowed to approve that. Vivian Simonson said that she is not asking for anything. H. Koster said that she is asking for three lots where there is one now and the PB has procedures that they have to follow by law. Vivian Simonson asked how she can be asked to make a decision for a potential buyer. Counsel suggested the applicants table the matter and ask an attorney what he thinks and Vivian Simonson responded by saying that (1) she is going to have to, (2) this seems so simple, you have a broken down cottage resort, you're tired and you want to break it up and you've got to go through this and (3) said she was sorry, she didn't know what she was doing here and thanked the PB for its time. The applicants then walked out of the meeting. Counsel suggested the PB table the matter until P. Kenyon can speak with the applicants.

**Motion by** John Gaddy to table the application pending additional information including but not limited to:

- 1) The buildings to be removed.
- 2) The intent for which the property will be used.
- 3) Variance for structures to close to the property lines that will not be demolished.
- 4) Deeded contractual access to the lakeshore.

**Seconded by** Donald Roessler. **All in favor. Motion Carried.**

*Note: applicant agreed to have SD04-16 Saddlebrook Subdivision and SPR05-11 Saddlebrook Subdivision heard together.*

*Note: J. Gaddy recused himself from SD04-16 and SPR05-11 Saddlebrook Subdivision, as he is a neighboring property owner.*

**SD04-16 SADDLEBROOK SUBDIVISION. Rolf Ronning.** Seeks to amend previously approved plats (SD03-19 & SD04-05 formerly known as Mowery/High Meadow Farm), specifically to divide into 23 lots that parcel designated as Section 139.00, Block 1, Lot 48.1, Zone RL3. Access to be gained through Section 139.00, Block 1, Lot 28.1(Reed) see SD07-04. Property Location: High Meadow Farm Road. Major Subdivision. Preliminary plat. Subject to SEQR. *Note: This application is in conjunction with SPR05-11 and was approved at the May 2007 meeting. Changes have been made to the stormwater controls. See V07-31 for deficient setbacks and vertical separations approved by the ZBA on July 2, 2007. This item was tabled at the June 2007 meeting pending additional information. Town Counsel extended the deadline for this continuing application due to the fact that Tom Nace, Town Engineer had not signed off. To date Tom Nace has still not signed off.*

**SPR05-11 SADDLEBROOK SUBDIVISION. Rolf Ronning.** In accordance with Section 125.13C1 of the stormwater regulations, seeks Type II Site Plan Review for a major project, specifically to remove more than 15,000 sq. ft. of vegetation. 30 acres proposed: total build out is 30 acres, road alone is 12 acres. Section 139.00, Block 1, Lot 28.1, 36.1 & 48.1, Zone RL3. Property location: High Meadow Farm Road. The WCPB determined no county impact with the condition each individual lot be reviewed for stormwater and erosion control measures, lot clearing and lot access. Subject to SEQR. *Note: This application is in conjunction with SD04-16 and was approved at the May 2007 meeting. Changes have been made to the stormwater controls. See V07-31 for deficient setbacks and vertical separations approved by the ZBA on July 2, 2007. This item was tabled at the June 2007 meeting pending additional information. Town Counsel extended the deadline for this continuing application due to the fact that Tom Nace, Town Engineer had not signed off. To date Tom Nace has still not signed off.*

Rolf Ronning said that (1) he is going to ask to have agenda items 9 and 10 put off, (2) they submitted all the stuff to Tom Nace 2-3 weeks ago and he (Nace) and Tom Center have been busy, (3) last week Tom Nace assured him he'd be able to get to it by now, but yesterday he said he couldn't do it—he's close and promised Dennis Dickinson by Monday or Tuesday he'd have it dealt with, (4) they feel it is appropriate to schedule one more PH because the stormwater plans have changed from the quasi-approvals that were really not approvals because the Mylars were not signed and (5) he would like to ask the PB to schedule another special meeting for July 30<sup>th</sup>, 31<sup>st</sup> or August 1<sup>st</sup>.

H. Koster said that (1) they rounded everybody to have a special PB meeting for Rolf Ronning last month and a special meeting for the ZBA, (2) Rolf Ronning swore up and down that everything was going to be ready and nothing was ready, (3) Rolf Ronning is asking a lot of this PB and (4) there is a possibility the PB can hold a special meeting, but he doesn't want Rolf Ronning laying it on the PB's shoulders like they are the ones holding up the applicant's financial success in this town.

Rolf Ronning asked if he is correct about the PH part of it and Counsel said that (1) it is a little premature, (2) he thinks a PH is appropriate, but he wants to make sure the magnitude of changes whatever it is that Tom Nace feels has been incorporated into Rolf Ronning's latest version of stormwater, then when he (Counsel) has a better understanding of how much is there, he would probably make a recommendation to open up the public hearing again, (3) if it is very minor, which he has heard from Dennis Dickinson, (4) if the applicant is speaking of the safest course, then absolutely, the safest course is to re-open the public hearing so there is no inference of a denial even on the tail end and (5) he would like to talk to Tom Nace and understand the magnitude.

Rolf Ronning said that his attorney feels that considering the nature of the lawsuits that may be associated with this project, the PH is appropriate. Counsel said that yes, there is considerable public interest. P. Kenyon said that (1) as of today, Tom Nace was not ready to sign-off and (2) she is a little reluctant to send out notice of a PH then not having one. H. Koster said that they can't re-open a PH on something they haven't seen yet and Counsel said that (1) the PB cannot—all the PB can do is table it, (2) he is not trying to

characterize all of the submissions the applicant has given to the Town Engineer, but it is a proper characterization, (3) he spoke with Tom Nace and asked how he knows what he got is the final and Tom Nace said that he doesn't know and (4) it's all well and good to load up Tom Nace, but the public and the PB members are all entitled to see these documents.

Rolf Ronning said that there are three volumes of stormwater reports and all the accompanying maps in the Planning Office. P. Kenyon asked if there are going to be changes as a result of Tom Nace's review and Rolf Ronning said that they don't know. Counsel said that (1) on the hypothetical that they are, they need to be incorporated, the applicant needs approval, then that is offered, (2) he still recommends the PB take no action on this matter at this time until the Town Engineer comes back—it is important that there is a process and procedure they can rely upon and (3) he (Counsel) is not going to question the Town Engineer.

Rolf Ronning said that they delivered the same stuff. Counsel said that (1) his concern is that Rolf Ronning sat at the ZBA meeting and Dennis Dickinson put up what he says is a plan saying he needed three different variances, (2) then Chris Navitsky said that those are infiltration ponds, not what Dennis Dickinson was telling everybody in saying that they are retention ponds, (3) he asked Dennis Dickinson the next morning how that discrepancy is possible and Dennis Dickinson told him that Chris Navitsky is wrong because what he was drawing on was actually not the correct plan, it was an earlier version, so his (Counsel's) question is how many people have the wrong plan. Rolf Ronning said that everyday he tells Dennis Dickinson they have to get it completely right.

S. Wilson asked if it would be wise for the PB to ask Tom Nace to attend the meeting when they review the final maps on and Counsel said yes. Rolf Ronning asked if that would be the August 2007 meeting and H. Koster said yes. P. Kenyon said that (1) the Zoning Office needs all information two weeks prior and (2) if they don't hear from Tom Nace two weeks prior to that meeting, she doesn't believe they should put it on the agenda and (3) there were two other applicants that didn't get on tonight's agenda pending Town Engineers approval, and it's not fair. Rolf Ronning said that his understanding is that he as the applicant has to have everything in two weeks prior, but Tom Nace doesn't have to review and write his letter in two weeks. P. Kenyon said yes he does—that is the policy. Counsel said that (1) he agrees with the Zoning Administrator and (2) the PB needs to make sure agenda items 9 & 10 are tabled and to proceed orderly.

**Motion by** Donald Roessler to table the application pending Town Engineer, Tom Nace's review and approval of the stormwater plan. **Seconded by** Sue Wilson. John Gaddy recused himself. **All others in favor. Motion Carried.**

**Note:** *John Gaddy resumed his position as PB member for the remainder of the agenda items.*

**SD06-20 PADANARUM PARK. Rolf Ronning.** Seeks to merge those parcels designated as 107.00-2-8 & 9 and 108.00-1-1 , 4 & 6 and then divide into 21 lots. Zoning LC45. Property Location: Padanarum Road. Sketch Plan Review. Major Subdivision. Subject to SEQR. Note: This project was formally known as Stonybrook Land LLC last heard before the Board on 1/25/07.

Rolf Ronning gave an overview and said that (1) this is sketch plan review, (2) the LGLC has an interest in acquiring this wetland and (3) if the contract goes through, the LGLC would get Lots 1, 2, 3, 4, 5 and 6.

Rolf Ronning then asked J. Gaddy to step down on this item since he is suing the applicant in a court proceeding on another matter. H. Caldwell said that this has nothing to do with Saddlebrook. Counsel said that it doesn't have anything to do with Saddlebrook, but the question remains, which doesn't have to be answered tonight and J. Gaddy will have to answer it in that if he can be fair and impartial. J. Gaddy said that he would stay. H. Caldwell said that he is on the LGLC board and asked if the applicant feels he should step down. Rolf Ronning said that (1) H. Caldwell is not named as a plaintiff in a lawsuit that suggests that the Lake George Fund, John Gaddy and the Waterkeeper are suing the Bolton PB and himself and (2) he doesn't see H. Caldwell on that caption, but he does see John Gaddy on that caption, so he thinks he should step down. Counsel said that he will research it. Rolf Ronning said that he would like Counsel to make the call tonight, because they are proceeding on something and if Counsel says J. Gaddy won't step down, then lets put it on the record that he won't step down, but he is asking that he does. Counsel said that (1) tonight J. Gaddy won't set down—Counsel is not in a position to recommend that and (2) he would like to see what the Town Ethics Code is—he doesn't have a copy in front of him—he will research it and call J. Gaddy and Rolf Ronning on what it is.

Rolf Ronning continued and said that (1) it is all 45-acre zoned, (2) the minimum lot size according to the code is 5 acres and the smallest lot is 15 acres, (3) the way the lots are designed, there is no subdivision of wetlands, (4) they designed the lots so they all border state land and (5) he's intending to bring power and electricity for 2.7 miles and was told by National Grid it can only be done above ground. H. Koster asked if National Grid said there was no way they could do it or if Rolf Ronning is deciding there is no way because it is too costly. Rolf Ronning (1) said that he'd be happy to have someone here saying that it is too close to the wetland and there's too much ledge, so it is cost prohibitive and (2) asked what the PB would want him to do. H. Koster said that the PB would prefer the power to be run underground. Rolf Ronning said that (1) he'd be happy to have a National Grid representative come to the next meeting, (2) he asked about going above ground interior wise out of view and National Grid told him the only way they do that is to make the swath wide enough for two trucks to pass in order to repair lines, which wouldn't be good. J. Gaddy asked how wide it has to be and Rolf Ronning said wide enough for two two-wheel drive trucks to pass in order to inspect the poles. H. Koster said that in essence it would be cutting two roads through the property.

Rolf Ronning said that (1) he knows they have a power issue and (2) the way he wants to lay the lots out (averaging over 45 acres per lot), then he asked if there are any comments. J. Gaddy said that (1) when the former owner of this property approached the PB he (Gaddy) was excited that this would be the perfect spot for conservation subdivision and (2) as the property has changed hand and the applicant is working with the LGLC, (3) in talking with neighbors up there the Trout Falls area was the first model of a conservation subdivision in this area where there was a high concentration of houses and the surrounding area was kept undeveloped and (3) this is the perfect location in his mind for this type of development where you would be able to put in suitable areas—the number of houses you want to put in and still conserve area as well. Rolf Ronning said that (1) these lots are going to be large and he is prepared to put on a deed restriction that the driveway has to be long enough so the house isn't visible from the road and (2) you can go back quite a way—people who will buy up here will want privacy.

H. Caldwell asked why the applicant wants all the lots to border state land and Rolf Ronning said that (1) he thinks a lot of people interested in these lots will be sportsman and (2) this way they don't have to trespass on anybody else's property—they can walk right onto state land, hunt and so forth.

S. Wilson said that (1) she would like to have it developed with the least impact on the land there and (2) she suggested other routes for running the power. S. Wilson asked if the original person who came to the PB proposed underground power and P. Kenyon said yes. Rolf Ronning said that (1) if there is a way to do it underground he will, but National Grid says they won't do it. H. Koster said that National Grid would do it if they get paid enough for it. Rolf Ronning said that (1) he'll bring a National Grid representative to the next meeting and (2) he is more concerned about the layout of this for next month.

S. Wilson asked how much will be developed and Rolf Ronning said that it is about half, so 480 acres. S. Wilson asked if what is being proposed here is impacting all 480 acres and Rolf Ronning said that he uses up all of his 480 acres with these lots.

S. Aldrich asked if everything to the left of Padanarum Road will go to the LGLC. Rolf Ronning replied by saying that (1) it would if the LGLC comes up with all the money and (2) if the LGLC can only come up with 75-80% then he'll take a lot or two back, but at the price they negotiated, if the LGLC comes through they will get everything except Lot 7.

H. Caldwell asked if those are tax parcels on the west side of the road and Rolf Ronning said (1) no, there are no tax parcels represented on the map and (2) you can see he is advertising Indian Pond with 151 acres, so that is a tax parcel and if he sells that before the next meeting they will reconfigure the rest.

Rolf Ronning said that some subdivisions give representative driveways and representative houses with representative stormwater and asked if a generic stormwater plan applying to all lots would be sufficient. Counsel said that (1) it is a matter of

discretion of the board, (2) they follow a practice of policy that does, on a subdivision of this size, consider it a major and (3) as you go through the major and meet the criteria and specifications of the regulations and the Town Engineer, followed by each site that comes back for development again is site specific, so if the first version that comes in for stormwater is adequate, the second version from the new owner would be a cumulative new study. Rolf Ronning asked if he could do it that way. Counsel said that (1) it is a matter of discussion of the PB and (2) it is determined by its size, the amount of lots and the topography. H. Koster said that the PB would need more information before determining that.

H. Caldwell asked how many actual sites would have houses on them and Rolf Ronning said that they are designing these to have at least one good building lot on each site. H. Caldwell said that the LGLC certainly isn't going to build on those sites and Rolf Ronning said that (1) Lot 1, 3, 4, 5 have building sites and (2) Lots 2 and 6 are not building lots, since they have wetlands on them.

H. Caldwell said that it is really a seasonal road, which will have to be upgraded. Rolf Ronning said that is not his concern and he is not asking for that.

Rolf Ronning asked what the PB wants to see before making a decision on stormwater. H. Koster said that he would like to see details on the property on the east side of the road and Lot 7. Rolf Ronning asked if they could give 5 ft. contours and H. Koster said yes, the PB like to see what is there. Rolf Ronning asked if the PB would like proposed houses and driveways and H. Koster said yes. P. Kenyon suggested the applicant provide everything required by sketch plan review and H. Koster agreed that is what the PB would like from the applicant.

J. Gaddy said that (1) between now and the next meeting, he'd like Counsel to review Section 150-12 on cluster developments, as he'd like to still pursue cluster development and see if it is feasible for here, (2) looking at the petition and things like that there seemed to be a concern with the nature of the neighborhood and (3) this is some of the stuff that is in the comprehensive plan. Counsel will review and provide his findings to the PB and to the applicant. Rolf Ronning said that in some ways he feels he has clustered. J. Gaddy said that he would be looking to see if they could build an infrastructure in a small area then keep the rest of the area in a common are that would still give those others access to state land. Rolf Ronning asked how that would benefit anything and J. Gaddy said that he can provide articles regarding the way development has been done with large parcels and protecting water quality. Rolf Ronning said that (1) he doesn't understand the logic of that and (2) he would prefer to sell large lots, but if the PB is saying different, he's like to see that. S. Wilson said that she would prefer to see it clustered more—smaller concentrated infrastructure. D. Roessler asked if it is wrong to ask the applicant for two plans, because while he likes this one, he would like to see the other option. Rolf Ronning said that he'd have to dream the other plan up, because he doesn't like to cluster in this area—if it were him up there, he would like a big lot with a lot of elbow room and a lot of privacy. H. Caldwell said that it seems like the applicant would want to combine a couple of lots. J. Gaddy said that the proposal on these

clustering is that you get even more houses because there is less impact with more houses leaving the land open. Rolf Ronning said that he's not asking for more than 20 and he doesn't think the APA will give him more than 20. H. Koster said that he prefers what is being shown tonight over tight clustering, but if the applicant gave one lot to the LGLC, then the APA would let him have 5 additional lots, so if the applicant wants to do a rough cluster design to service this board, he could get an extra 5 lots out of it. Rolf Ronning said that he's willing to waste the 5 lots over there with the LGLC. H. Koster said that he agrees with H. Caldwell on possibly combining some lots. Rolf Ronning said that he can do that.

**Motion by** Donald Roessler to table the application pending additional information as follows:

- 1) The information set forth in Section 150-23B must be submitted.
- 2) A sketch Plan showing a cluster subdivision must be submitted.
- 3) To consider merging a couple of the lots.
- 4) The area to be developed to be shown on a map by itself.

**Seconded by** Sue Wilson. **All in favor. Motion Carried.**

**SPR06-03A INDEPENDENT TOWERS, LLC.** Represented by Joe Ross, Real Estate Consultant. In accordance with Article XVII Telecommunications Towers. Seek Type II Site Plan Review for a telecommunications tower. Section 198.04, Block 1, Lot 16, Zone RR5. Property Location: 236 Wall Street, owned by James Todd Davis. Subject to WCPB & APA Review. Subject to SEQR.

Joe Ross, Real Estate Consultant, representing Independent Towers, LLC, gave an overview and said that (1) he has built towers throughout New York State, (2) he has developed some towers in Adirondack Park in Warren and Essex counties, (3) he's been asked to help with this project, which is located on Wall Street, in the middle of a 100-acre parcel of land that is wooded with trees that range from 40-70 ft., (4) the access from Wall Street is on an existing driveway—they will only be extending it a little bit further beyond where the road ends, (5) their utilities are close to the site already and they will be using any existing power company easements, (6) it is built right into the hill and is wooded behind it and (7) they are proposing a 90 ft. tower. He then showed pictures to the PB members.

H. Koster asked what area would get cell phone coverage and Joe Ross said that (1) they have four major cell phone companies out there right now—Verizon, Cingular/AT&T, Sprint (who just had Nextel merge) and Tmobile, (2) you will get good coverage for two miles from the site—not to the south, because it won't clear Prospect Mountain, (3) if they built the 250 ft. tower, service would go a lot further, (4) they picked the site because they felt it's permissible and (5) this tower is a sensible height designed more for its ability to fit in.

H. Koster asked if the applicant is going to come back in 10 years asking for permission for a taller tower when the tree cover is over the existing antenna height and Joe Ross said that if would trees get in the way of this tower, sometimes they have to drop a tree, but they only have to clear close to the tower.

H. Caldwell asked about the 35 ft. towers in Warrensburg and Joe Ross said those towers are on rock outcroppings—there are no trees around those towers whatsoever, but he thinks they blend in well.

Joe Ross said that (1) the proposed area is not a super-sensitive area and (2) it is busy enough that when you drive through there your attention is diverted to other signs there.

S. Wilson said that it stands out when you are driving here.

S. Wilson asked what type of material it is and Joe Ross said it is steel.

Joe Ross said that most of the town boards push these projects through because they know the APA is extremely stringent with projects like this. H. Caldwell said that this would be helping Warrensburg, not Bolton and D. Roessler said that it would help the tourists coming to Bolton. S. Wilson asked how much this is going to cover and Joe Ross said about 2-3 miles.

S. Aldrich said that she read the code and one of the things is says as part of the site plan review, the PB shall be supplied with a map to show the areas the signals will be received in. Joe Ross said that there is a map with that information in the packet. P. Kenyon said that everything that is required the PB has, or she wouldn't have put it on the agenda.

S. Aldrich said that under visibility it says that in such cases where towers are required to be extended under the tree canopy, they shall be required to resemble natural vegetation and this one doesn't look like natural vegetation to her. P. Kenyon asked if this is above the tree canopy and PB members said yes. Joe Ross said that actually, this is not above the tree canopy—it is built into the side of the hill and the hill still goes up much, much higher. H. Koster said that if it is not above the tree canopy then it doesn't work at all. Counsel said that the surrounding tree canopy is defined by the line of sight and as being presented here, it is not the immediate tree canopy, it has to do with your line of sight—the depiction here shows it is essentially invisible when you put it against its surrounding canopy.

**Motion by** Donald Roessler to table the application and schedule a public hearing for August 16, 2007 at 6:00 pm. **Seconded by** John Gaddy. **All in favor. Motion Carried.**

Meeting adjourned at 11:55pm.

Respectfully submitted by  
Jennifer Torebka  
Recording Secretary  
07/23/07

