

**Village of Skaneateles**  
**Zoning Board of Appeals Hearing**  
**October 27, 2009**

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In the matter of the application submitted by Richard Charles for a Special Use Permit per Section 225-A1C(8) Permitted Use Chart & Section 225-39 Special Use Permits, to operate a hotel occupancy at 39 Jordan Street in the Village of Skaneateles.

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Present: Lisa Banuski, Chairman  
John Crompt, Member  
Craig Phinney, Member  
Lee Buttolph, Member  
Larry Pardee, Member

Jorge Batlle, Clerk to the Zoning Board of Appeals  
Riccardo Galbato, Attorney for the Zoning Board of Appeals

Robert Eggleston, Architect for the applicant

Toni & Curtis Feldmann, Lakeview Circle  
Don Trabold, Jordan Street  
Student for Government

Chairman Banuski opened the public hearing at 7:45pm announcing the application of Richard Charles, for a Special Use Permit for 36 Jordan Street.

Robert Eggleston, Architect for the applicant made the presentation. He said, "back in 2004, 2005 he redeveloped the property here at 39 Jordan Street creating a 2 bedroom dwelling on the upper floor and creating a retail space on the main floor. That then was changed over to an office space and has most recently been used by Aaron Moss Real Estate office.

We have 1100 square feet on the main floor and a 2-car garage. Then we also have 1698 square feet on the second floor for the 2 bedroom addition. On-site we actually have 7 parking spaces. There are 3 in front and 2 in the garage and then in the back side of the property.

This application is to change the first floor from office space into 2 hotel rooms, and make the second floor – over the garage there would be a bedroom, bathroom from the dwelling that we'd make into a hotel room. Then make the balance of the second floor just one dwelling unit. In the meantime, since we made this application, he actually did sign a lease for the first floor to continue as an office space for 2 more years. So, we would like to continue the application with the understanding that he would have 2 ½ years – so after that 2 year lease was up, he would then have that time to convert this to the hotel rooms, making a total of 3 rooms. But for the time being, there will just be the first room that will be converted and then this will remain office until that time expires.

In looking at this application, the actual management of the hotel rooms will be handled by an outside local company as far as reservations and that type of thing. There will be a person that will come for doing housekeeping on a regular basis, depending on the occupancy and turn-over. Guests would have 24 hour contact person that they could get hold of if they had any issues. Similar to how some of the other small establishments like this are managed here in the Village. They have card key access to allow them to be able to come and go. In the basement, would be just support facilities for storage, housekeeping . There would be one employee who would maintain the rooms.

As far as looking at some of the other issues - relative to the water, septic demand, there will be an increase slightly, but less than the 400 gallons per day that would trigger the Inflow and Infiltration Mitigation Fee. The existing building uses 220 gallons per for the 2 bedroom dwelling unit and 60 gallons per day for the 4 employees. These are 'design rates.' So there's a total of 280 gallons per day. The proposed use is 110 gallons for each bedroom. So, 110 gallons for the dwelling unit plus 330 gallons for the 3 hotel rooms, that's 440 gallons which would be 160 gallons per day increase. Again, under the 400 gallon trigger increase.

Also we have to note that the anticipated room occupancy is actually only 40 to 45%. So, the actual sewage usage would probably be less than that.

Parking – well parking is no longer a criteria. This property does meet the current parking standards. The dwelling unit requires to have 2 parking spaces, and it would use the garage. The hotel rooms require 1.25 cars per room – so that would be 3.75 cars or 4 cars. There are actually 5 parking spaces outside that could be used. So, we meet all the requirements for the parking, even though that's not a criteria.

The exterior would remain pretty much the same. We would be adding a couple of windows – one over on the north side, and a couple over on the west elevation. A question that kind of came up and was a concern of the Planning Board was – we have a few more windows that we'd prefer to have in the front of the building. We will have one unit be a totally handicap accessible unit. There aren't that many in the Village, so it will provide that to the village, which we have a limited number of currently. They would use the existing ramp for entrance plus they would have the ability to enter off the common stairwell/corridor area. The other first floor unit would have access off the common corridor space, which has the entrance off the back area.

One of the questions that came up as you probably read in the Planning Board minutes was that we were proposing that this front window be blocked out. So the bathroom window wasn't facing this front porch. They felt that it was better to block off the side one and keep the front one. We can rearrange this bathroom either way, however you feel what may be important - or you may not feel it's an important issue. Again, we have done this before in a number of places both in the Village and outside the Village in the Town. What you do is just put a dark gray panel behind the window. It just looks like the lights are off. But you still have the 3 dimensional real window, glass, texture and all of that. Our thought was having the porch, even though this is really a porch just used by this occupant of this room. It just would be more discrete to have the actual operating window itself rather than on the porch.

There are minimal interior alterations as far as the second floor. It's just a matter of changing the fire rated door to make the apartment separated from the this area. Otherwise, it's minimal difference. Actually that's all that will occur for the first 2 years, until this is converted in another 2 years.

I have gone through the Critical Impact criteria – unless you want me to go through those.” Chairman Banuski said, “I thought that Critical Impact was for the Planning Board to do.” Eggleston said, “no. Critical Impact is for the Trustees. The Planning Board makes a recommendation which they made a positive recommendation to the Trustees to pass the Critical Impact – as they have made a positive recommendation for the Special Use Permit. You are looking at a Special Use Permit. There are no variances that are required. For this.”

The Chairman asked, “who is living upstairs now?” Eggleston said, “it's currently rented to an outside party.” The Chairman said, “back when we did this in 2004, we did this whole thing on the premise that he was going to be living there. *They will live on the second floor and they will operate retail on the first floor.*” Eggleston said, “and that was the intent. Right now, what they are looking at is they are probably about 2 years away from retiring with the changes in the economy and what ever. He kept his business in San Francisco. He does come out regularly.”

Member Crompt asked, “is he a resident of Skaneateles at all or is he just buy this and he lives out there?” Eggleston replied, “no. He is a legal resident of California. His intent was to become a legal resident or a major time resident - I'm not sure whether it was going to be full time or have a place in Florida or something like that – as he goes into retirement to make Skaneateles his primary home. That's still the plan.” Chairman Banuski said, “that was 5 years ago. It wasn't just the economy that tanked a year ago, so that's part of and that actually gives me a lot pause in looking at an application that now is going to be maybe 2 years down the road. I do have a little bit of an issue with that.” Eggleston said, “and there is no legal requirement for his permanent residency.” The Chairman said, “correct. It is just when we are looking at this, and we look at a history of the building - it's nice to feel that we have credibility and history and it's not to say that there's no credibility.”

Eggleston asked, “have you felt that there's been a diminished maintenance level on the building?” The Chairman replied, “no at all and I think this location for this occupancy is as good as any we are going to get in the Village. So, it's not that. But, I will say that looking at something to do 2 years out when as a Board we usually put time limits on. Two years is about as far as we go.” Member Phinney said, “you are pretty much asking us to swap an existing apartment for a hotel room for 2 years. Aren't we better served maybe to see what happens in 2 years at this point. Because if we are maintaining the same type of business down below, and now all we are doing is trying to change the use from an apartment to a hotel, and the other rest of the building is going to remain for the same usage...” Chairman Banuski added, “...and the second part of that question, which I was going to get to too is – the reason I ask who is living up there now is that obviously who ever that's been in that apartment, their living situation is going to change drastically now. So, who's living there now? And who will be living there when the second hotel room goes in?”

Eggleston replied, “my understanding, and I do not know the exact answer on that, is the same person that’s living there now will continue. I’m not sure what the term of their lease is. But they also understand that they will be reduced to just the one bedroom space. I think that they have no problem with that.” The Chairman said, “it almost seems like that becomes an efficiency apartment for rent on a short term basis.” Eggleston said, “which is exactly – yes - the difference between single family dwelling or multiple family dwelling and the hotel room/lodging, boarder, what-ever, is the transient nature of it. That’s what we are asking for and that’s why we are here for a Special Use Permit.”

Chairman Banuski asked, “is this in fact then 2 hotel rooms? Is the one that’s the dwelling unit actually...?” “...the upstairs is a legitimate single family dwelling. That’s a long term lease,” Said Eggleston. The Chairman asked, “until when?” Member Crompt said, “that’s my question to expand on what they said – sorry to interrupt. When we originally did it in 2004 he was going to live there and have retail. Then it went from he’s not going to live there and now we have a 3<sup>rd</sup> change. Is he going to in 2 years going to have another change?”

Eggleston replied, “whether or not he lives there is irrelevant. The question is how long does the person on the second floor live there?” The Chairman said, “and that also be irrelevant.” Eggleston continued, “we have established in the Town that the difference between transient occupancy and permanent occupancy is one month. In other words you can’t rent a house for less than one month in a residential neighborhood. Because otherwise it’s a transient.” The Chairman said, “but there is no way to enforce it.” Eggleston said, “right, sure, exactly.” Chairman Banuski said, “and this would be ideal for that. That unit would be ideal for transient.” Eggleston said, “I can produce for you a history of who his tenants have been. But the upstairs has been rented on a permanent basis as opposed to a transient basis. In all honesty, it is kind of frustrating, he comes back to Skaneateles and he has a property here and he has to rent a room someplace because he can’t go there. He would obviously now have the ability to reserve that space for himself when he comes back periodically. Whether it’s for a weekend or a week or a month.”

Chairman Banuski said, “one of the things that we always liked about this project – back in 2004 – is when it had been a complete tenant situation before, the property had really fallen into disrepair. The tenants were maybe not the best neighbors and that kind of thing. So, the premise was that we were going to have an owner living there. And the premise of this application is that we are going to have an owner living there. But what it looks like to me is, he’s going to have a gold mine with a 4 unit rental hotel. One being a really nice efficiency apartment. And there’s no way, if we approve this, that we can just – just as I’m allowed to rent out my home, he’s allowed to rent out his home... But it’s a different beast when you have not an owner on the premises of what is being described as an owner occupied lodging facility.”

Eggleston said, “this is not being described as an owner occupied lodging facility at this time.” Member Phinney asked, “who is going to be managing the reservations?” Eggleston said, “he has not firmed that up. But there are 2 people right here in town that do that. (multiple conversations) Toni Feldmann does that.” Member Phinney said, “but he doesn’t have a firm person is what you are saying.” Eggleston said, “at this point he hasn’t committed to a person, but he would be using a local person like the Feldmanns or the Eberhardts to manage this.” The

Chairman said, “this is being reported that he will at some point come to live here. Five years ago it was purported that he would be living there then. So, that is something that is a concern in my mind that we actually have something that is going forward – and truly is an owner occupied building as opposed to a 4 unit rental hotel. So, that’s a concern. The other thing is that for a Special Use Permit this is not a use variance correct. Just a Special Use Permit.” Attorney Galbato said, “it is in the Downtown D District and a permitted use with a Special Use Permit.”

The Chairman said, “the flip side of everything that I just said is what would my thinking be if you did approach me with this building being made into a 4 unit rental. Maybe that’s not a terrible thing for where it is.” Eggleston said, “the only thing about this application is currently it will be a 4 unit rental of which one will be on a permanent basis and 3 will be on a transient basis.” Member Phinney asked, “is there a time crunch now?” Eggleston said, “the only time crunch is – the conversion of the first floor – the time crunch went away relative to that’s what he thought he would do and then he did decide to take this office lease for 2 years. Again, they wanted 5 years and he said no, I really want to come back to town within a couple of years and I think this is where I want it to be. So, he didn’t want to commit to 5 years on the office downstairs. So, he committed to 2 years and then we felt let’s continue this because this will give him the ability to try the upstairs. Everyone categorizes this as a gold mine. I had a conversation with Curt Feldmann who will say it’s not as golden as everyone thinks it is. It has its inherent problems. This will actually give him a chance to say – hey this is something he wants to get into or not. He may decide in a couple of years, when he comes back, no this is crazy. Let’s not do it. Let’s just turn it back to a 2 bedroom house and keep the office downstairs or what-ever. Obviously this will give him a chance to say that this is something he wants to get into – transient rentals and he can try it out on that second floor bedroom.”

Member Buttolph asked, “if in 3 years, 2 ½ year or what ever we go, and he decides to keep it the office but we’ve granted the Special Use Permit, can he just keep the office and keep the Special Use Permit in his back pocket for when he sells it?” Eggleston said, “actually no. What will happen – what we are saying, the current use is office. If you approve this, it will be an office downstairs. It will have an apartment, a permanent dwelling unit upstairs plus a transient dwelling unit upstairs. For him, once 30 months go by, assuming that you accept this proposal, if he has not made the change downstairs to a transient occupancy, then that use dies. So, it remains an office, one transient and one permanent dwelling. Would that be your understanding Rick?” Galbato said, “this Board has the power to set conditions and that would include time limits too.” Member Buttolph said, “so he has to have – he signed a 2 years lease and basically he’d have half a year to do that conversion, is what you are asking for.” Eggleston said, “correct.”

Chairman Banuski said, “to let that go by for one minute as far as how we handle it down the road (side B) ... agreement and this is an area which I really would count on our counsel for advisement. Because, I don’t know anything about how right-of-way, the terms and conditions of those when they expire, and how that impacts. So, not knowing the details of that contract, and I don’t know if Rick has a copy of it, so I do think that that needs to be investigated. At least looked at from the standpoint of how does that right-of-way impact this project going forth.”

Eggleston said, "I'll tell you my understanding and obviously we can get the language as it is a matter of public record and I will ask Mr. Charles to give you a copy of it. In 2004, 2005 when we did the original project, the original driveway – there were 4 cars parked in here. There were 2 tandem front and back and it was a wide curb cut, which was pretty dangerous. There was only a choice of pulling in and backing out." The Chairman added, "and it was really ugly." Eggleston said, "it was ugly. He went to Paul Trabold and they made an agreement that this area defined here of Paul Trabold's property would be – he was granted a right-of-way for traveling, for ingress and egress. Now, Richard Charles and his clients can not park in this. All they can do is drive in and drive out. So, it's ingress and egress that he has the right to. So, all the parking is on Richard Charles' property. So, when they turn off the car they are on Charles' property." The Chairman said, "but they can't get to that without that right-of-way." Eggleston said, "correct and that's an irrevocable right-of-way that goes with this property and their heirs and successors."

Member Crompt asked, "how has that situation worked out in the last five years?" Eggleston said, "my understanding and I've worked with Aaron Moss and I've never seen an issue. I do know that sometimes the Trabolds have parked something here. But for the most part, my understanding is that they have been able to come and go. I'm not sure of the day-to-day things. Don (Trabold) is here. I'm sure that Don will express his opinion."

Member Crompt said, "I know that parking isn't an issue now that we have the moratorium. I have one more question on the parking, you say that a house cleaner or somebody will be coming in with an employee?" Eggleston said, "one person will come in part time when necessary for a couple of hours and do what ever has to be done." Member Crompt asked, "so it is not 2 people?" Eggleston said, "correct." Member Crompt said, "*there will be a house keeper that will comes in and take care of and there will be one employee with that person.* So that's two. So, is that 2 cars, one car?" Eggleston said, "just one car." Member Crompt asked, "so they will always be coming together in one car?" Eggleston said, "no, no. There is just one person." The Chairman said, "it is just the way it was said. It is just the syntax of it." Galbato said, "probably a bad transcription." (HaHa) Member Crompt said, "one employee, one car." Eggleston said, "one employee, one car."

Chairman Banuski said, "one last thing before we open this up for comment is - the percentages of occupancy – I know that that's probably based on year-round Monday thru Sunday kind of thing. But the reality is that in the Summer months, weekends, you can count on 100% occupancy." Eggleston said, "12 weekends out of the year." The Chairman said, "right and then into the Fall and Dickens and what-ever. And it is a great location as far as walking to and from all of those Village events. So, it is a prime spot and I do think as we look at parking impact that we need to be looking at what about when there is 100% parking? Even though it is only 12 weekends a year or 15 weekends a year, those are the weekends when we are already stretched to our maximum." Eggleston said, "at least you can feel good about this project that it fulfills the parking." The Chairman said, "right, that it has its own parking. Just as we read it that 30 to 45% occupancy is really misleading." Eggleston said, "the purposed of that was relative to sewage use. The sewage design is based on 365 and the reality is this is not 365."

The Chairman asked, “does the Planning Board – the sewage issue – is that something for the Planning Board? When I saw it all in here for us and when you presented it – oh, the Trustees do that based on the Municipal use. Any other question now?” The Board had none.

The Chairman opened the floor to comments. She said, “I just want to let the students here now that this building is right across from the Byrne Dairy store. Ok, you all, knew that. I will open the public hearing for comment. Is there anyone here who would like to speak in favor of this application?” No one spoke. The Chairman said, “is there anyone here who would like to speak in opposition?”

Don Trabold said, “I own the property right behind Mr. Charles better known as the snake. A little history behind this. My father was 87 when he gave this easement. He was not all there because he had a bad flap in his heart and he couldn’t get oxygen to his brain. Some days he was sharper than a tack. Other days he didn’t know you from me. Mr. Charles got this easement for one dollar and other valuable considerations. I am the one that tore down the fence. I am the one that took down the trees and everything so that Mr. Charles could build his garage, which I have a problem with. I think he’s a little bit encroaching on my property. He told me that the corner of his garage was one tenth of an inch off my property line. So, what I would like is some time to get my proper again surveyed to find out, if in fact, this is the case, that he is encroaching on my property. It is just to protect my rights and my family’s rights there.

The reason that I’m doing this is because Mr. Charles has not done one thing that he said that he was going to do. If that gives you any information.” The Chairman asked, “do you have specifics?” Trabold said, “specifics were to tar the whole driveway, I’ll buy your property, the rest of your property for \$400,000. That’s why my father gave him the easement, by the way. That’s hearsay. It can’t be proven. But that was the case ladies and gentlemen. My father needed money at that time. To give away this easement for one dollar is not like my father. He thought he had made a good deal. He thought he had shaken hands with a man who would keep his word. So far, what we got was – we gave him the easement. The construction people came in. They cost us about 4 months business because they closed down that right-of-way so that we couldn’t even use it. He put the water lines and electrical lines under the driveway. I spent 1200 dollars in the last 2 years trying to keep that driveway looking half-way decent. He has Aaron Moss who just left there because for certain reason that I heard. I’ll tell you, I don’t know how many employees Aaron had, but there were times when there were 3 or 4 cars in my driveway. Because Aaron and I get along, we put up with it.

I was also told that by many people that Mr. Charles believes that he owns that driveway, that whole driveway. If you read the easement you’ll find that it goes from the street 80 feet back. That is just about in the middle of his garage door. That’s all we are willing, and we were willing to give him. I don’t want people walking back there. I don’t want people parking in that driveway. I don’t want people being told that he owns that driveway and he’s given the Trabolds an easement, as I’ve been told on many occasions. If the man were a little forthright and he contacted me, maybe I would have a different attitude. But right now ladies and gentlemen, I don’t have a different attitude. So I am speaking against allowing him to put a hotel in where we, the Trabolds, thought he was going to live and be a good neighbor and have a nice little shop downstairs, and pay us \$400,000 for the rest of the property. That made my father extremely

happy at that time, I'm sure. In short, I think we were taken advantage of. But that again is hearsay, and water over the dam, at this point. But I'm not going to allow him to create what ever he thinks he can create without a little investigation - a little further investigation. He's not only encroaching on my property - he encroached on my life and my family's life badly.

A couple of other issues that I have. I don't know what the rules and regulations for a green space or whatever on your property is. Mr. Charles told me he was going to have a lawn behind the house - a place where we could picnic. It's tar, right from the house to the fence. Up front there's only room for 3 cars. In the back, you might be able to get a car in there. I see that they have space for 2 cars. But I don't know how the hell they do that. I'm just wondering how he can have such a small piece of property and have so much on it?"

Chairman Banuski said, "that actually is the district that he is in. The Downtown D District permits that, just like all of these buildings that we are in. It is considered Downtown and the coverage is different." Trabold said, "I just kind of wondered about that." The Chairman said, "yes, it seems like it is more residential, but it is considered in the Downtown D District. That's why the coverage is like it is." Trabold said, "ok, that answered that question."

Chairman Banuski asked, "would you be willing to give us a copy of the easement? Maybe we can get a photocopy of it after the meeting." Trabold presents his only copy. Member Crompt said, "we will get some copies and get it back to you." Batlle said, "I will make copies after this session." Trabold said, "as far as any other reservations go, I think I have voiced pretty much my opinions. I think you all know where I'm coming from. Thank you.

The Chairman asked, "is there anyone else who would like to speak in opposition to this? Any other comments at all on this application? Then **I will move that we close the public hearing.**" Seconded by Member Pardee. The vote was 5-0 in favor of the motion.

The Chairman said, "**I move that we table this to our November 24<sup>th</sup> meeting.** I'd like Rick to look at the easement. I'd like to consider - Bob if you would go back to Mr. Charles, and since the work has been done from your point of view on the 2 lower rooms that are not even going to happen for two years, what would be the objection of coming back in 2 years? So that we can see how it's going with who is living upstairs. How it's working with renting one unit or 2 units. Parking and how it goes with the neighbors. So, just a thought that we might take that off the table for this particular application. So my motion is to table this until our November 24<sup>th</sup> meeting which is the Tuesday before Thanksgiving. Is that OK for you?" Eggleston said, "yes...I'm driving to New York depending on what motion you make." Seconded by Member Pardee. The vote was 5-0 in favor of the motion.

Member Phinney said, "what ever information you need Don or want to get in to this Board you can get it to Jorge." Galbato said, "the public hearing was closed, but the Board is willing to accept written documentation which might include the survey that he might do. And the receipt of the easement agreement or right-of-way agreement." Eggleston asked, "and is there a period in which you need to end the submission of written comments? Obviously, you have stopped the vocal comments but you are going to receive written comments." The Chairman said, "we will take written comments up to the next meeting." Eggleston said, "and you now

have a copy of the easement?" The Chairman said, "I was surprised that the Planning Board – I was a little delinquent in getting to my minutes. But I was surprised that they had not recommended that those be made part of the record. I apologize for that part of it. But it really hasn't held – that is not the reason for the holdup here."

Eggleston stated, "and at this point because they closed the public hearing you have 62 days to make a decision." Member Phinney said, "yes, before the New Year." Eggleston said, "or unless we agree to..." The meeting was closed at 8:20pm.

*cc: email to: Banuski, Phinney, Crompt, Buttolph, Eggleston, Pandee, Galbato*