

Village of Skaneateles
Planning Board
December 2, 2010

In the matter of the application submitted by Kim Weitsman to vary the strict application of Section 225-A5, Density Control Schedule for Left side yard set-back, Right side yard set-back, Both side yards combined, Percentage of structure width/lot width and Section 225-69d, Non-conforming buildings structures and uses, extension or expansion, Section 225 1.1(c)(2) Site Plan Review, Sections 225-50 Special Use Permit and Section 225-44 and 225-52 Critical Impact Permit for renovations and addition to the Krebs Restaurant and on-site parking at 53 West Genesee Street in the Village of Skaneateles, as well as Site Plan Approval for 51 and 57 West Genesee Street

Present: Bruce Kenan, Chairman
 Toby Millman, Member
 Douglas Sutherland, Member

 Jorge Batlle, Clerk for the Planning Board
 Riccardo Galbato, Attorney for the Planning Board

 Andrew Ramsgard, Architect for the applicant

 Marc Angelillo, Village Trustee
 Michael Byrne, Village Attorney
 Skaneateles Press, Skaneateles Journal Reporters
 Kate & David Hoeft, Skaneateles

Recused: William Eberhardt, Member

 Chairman Kenan opened the meeting at 7:40pm for the continuation of the Krebs application.

 Andrew Ramsgard, Architect for the applicant said, “since we met last time, you had referred it to the Onondaga County Planning Board. Its since been reviewed by the Onondaga County Planning Board, and has been sent back with their recommendations and positive approval of the project. We are asking tonight to follow-up and make recommendation to both the ZBA and the Village Board – the ZBA for the variances and the Village Board for Critical Impact.” The Chairman said, “and Site Plan Approval by this Board and recommendation to the ZBA for a Special Use Permit.”

 Ramsgard continued, “there hasn’t been any changes since the last time that we’ve talked. So, if there is anything else or questions, I’m happy to go over it. But, it’s all the same stuff. Rick was kind enough to give me a draft of the possible Resolution for tonight. Reviewed it and it all make sense with all the things that were talked about all the way through the project,

and we are happy to work with the ZBA on any problems that they might have specifically to the hours of operation and those sort of things that we all have talked about. The application is only dealing with the Krebs' property in general. Adam and Kim both have decided that from the recommendations of this Board and the neighborhood, that the 2 single family houses would remain single family. So, their plan is to sell those 2 properties. In the draft resolution for the motion tonight there was a requirement for putting a deed restriction on those 2 parcels - that they not be torn down without Planning Board approval. Adam and Kim have said that they would be happy to enter into an agreement with the Village that they themselves, their entities, however possible that you want to word it, that they would not tear those two parcels down - the 2 adjacent houses. But, they don't think it's a good practice at all to adopt a resolution to put a restrictive covenant on those 2 residential parcels that have nothing to do with the restaurant as an overall project but, also just to put those 2 covenants on 2 parcels because it has nothing to do with A1 itself. So, that was the only point that we saw on the Resolution that was of a bit of concern. Because if they sell them, your goal is to keep them A1, so they would stay A1. Why by a piece of property with a restrictive covenant on it that has nothing to do with your neighbor. There's no relationship at all to the houses to the restaurant. It didn't make sense. Sort of like ruling from the grave. Other properties that we have dealt with that issue on - like for instance, Doug's Fish Fry. When there's a deed restriction put in about the 'ox cart.' This should be for the ox cart. That's all it says. Doesn't say access. Doesn't say egress. Who knows what an ox cart is now-a-days. 100 years from now, when these 2 properties and maybe Krebs doesn't exist. Why would you have a deed - no body is going to know what the deed restriction is for. Because the deed restriction is not clear as to what it is for. Why would you have a deed restriction on your property that has to do with your neighbor's property that's all A1? It doesn't make any sense, as you think about it in the future. It makes sense now because I think the goal was to say to Adam, we don't want you to tear down these 2 houses. Adam and Kim both said we agree. We don't want to tear them down, we'll enter into a legally binding contract, as long as we own them or our entities own them, anybody that's related to us owns them, they won't be torn down. But let us sell them free and clear as A1 parcels."

Member Millman said, "one of the issues that this project has always been discussed as holistically with the other 2 parcels. That's always been part of the discussion, whether there's going to be parking on them, and how we were going to get access to the eastern lot. They were always an integral part. As part of that, we felt that we were protecting those properties as part of this Site Plan. That was one of the amenities, one of the benefits that we were getting out of this, by agreeing to this - the changes happening on the property. So, I feel pretty strongly that that's still part of the deal, whether the applicant continues to own those properties, or some future owner owns those properties. I think there some concern that's been expressed on this Board before, that geneses Street is susceptible to kind of a commercialization. I think our biggest concern is that demolition would potentially occur without a satisfactory replacement. Nobody wants to keeps someone from demolishing those buildings, But I think we want to know that they are being replaced with something that's in-kind or appropriate, and not just a surface parking lot or something that could happen."

Ramsgard said, "I understand all those things are do it properly. If that's what you want to achieve, make sure it's understandable in the future. Because if you as a Board want to leave bread crumbs for people to follow in the future, make sure that they don't get stale and that they

are understandable. Because as a Planning Board you have to look it as Krebs is not back to a residential house. You have curiously 2 pieces on either side that have deed restrictions that say you can't demolish it with out coming to the Planning Board. But, none of the other houses around in the neighborhood have that restriction. So, the language has to be clear to what you are saying. Is it you don't demolish the house because there's a restaurant next door and as long as the restaurant is next door you can't demolish the house. You have to put more in than just that. It makes sense so you have to write it so that it's written out and thought through. Because what you clearly said as a Board is this is primarily A1. We want it primarily to stay A1. That's fine. Kim and Adam have acquiesced and said, you guys were right. We shouldn't have those 2 parcels have anything to do with the restaurant. We shouldn't try to assemble them. We shouldn't put them together. We should leave them apart and let's turn them back out to the public and let them be residential A1. So, why restrict it? If you are going to buy a piece of property you don't want to - anytime you encumber a piece of property with a deed restriction, the general public usually doesn't understand what's the encumbrance. So, that devalues a piece of property. Whenever there's an encumbrance there's a devaluing - large or small what ever it may be. But just think about the future. If Krebs goes back to a single family house someday, and it's all single family houses, you don't want to tear the houses down in A1, put a blanket restriction on A1 that says that you have to come before the Planning Board. Don't just do it on 2 houses that are unrelated. I think what the Board wants to do is protect it in Adam's tenure. He's agreed and said yes, I will protect it in my tenure. But why put it out there into the future? And if you do, make sure that you really care about why you are putting it out there, so somebody else can understand it. That's all."

The Chairman said, "how about if the language in the Resolution says that, and I don't know what it says exactly right now, but something about no demolition without Site Plan Approval first. How about if it is further clarified to indicate that no demolition permit should be issued by the Village for 51 West Genesee Street and 57 West Genesee Street without Site Plan Approval from the Village of Skaneateles Planning Board and add some language to the effect that the intent of that Site Plan Approval being to assure that the properties remain in residential use consistent with the Zoning. Is that acceptable?" Ramsgard said, "yes, I think that achieves the same thing. And that's not a deed restriction, so in the future it's not - someday Krebs will be gone. I hope not while I'm around but everything changed eventually. The primary goal of A1 is to be residential. Some day there will be a restaurant again - or - a house again."

Member Millman asked, "what are we talking, your proposal, what are we talking about? Delete #2?" After reading that section the Chairman said, "no, I would add the same language to #2 and #3. The intent of that Site Plan Approval being to assure that the lots remain in residential use. In other words, that puts a purpose for the Site Plan Approval and a restriction on it, I believe." Member Millman said, "so it would still be a covenant." Attorney Galbato said, "in some of the prepatory paragraphs of that short restrictive covenant the reasoning intent would be set forth in that document. So, anybody looking through that abstract will be able to know why that restrictive covenant was required by the Village of Skaneateles in 2010."

Member Millman said, "about the covenant, if it's just part of the approval it's not binding against - the approval isn't binding against those lots. You need to have something that enforces that." Galbato said, "it puts perspective owners - future owners on notice. Andy, the

Site Plan Approval is governed by a code. There's a standard that the Planning Board has to consider." Ramsgard said, "Site Plan Approval is just for the Krebs parcel. It's not - those other 2 properties, I don't see how you put that motion in this project, in this application. I don't know how you do that. They are different parcels of land. I don't know how you can do that." Member Millman said, "things happen off-site all the time. We could require that you put a traffic light on Genesee Street." Ramsgard said, "as long as you put in that Bruce can only sell his house to his next door neighbor or not tear it down in this project, or you or Doug, then putting covenants in for these other 2 houses makes sense. We are not talking about those. I know we started off talking about the assemblage of these 3 parcels because that that made sense. We thought that's what everybody would like to see. This Board disagreed. We were wrong. We acquiesced. We said, you are right. It should stay A1, those 2 other parcels. We took those off the application. They are not part of the application."

Chairman Kenan said, "Andy, I think the other 2 parcels are involved in this application, at least to the extent that 51 has no driveway, no access, because it's always or at least in recent history existing under common ownership with the restaurant. It has relied upon the restaurant for parking and access and so-on. On the other side, on 57, are you not creating an easement over a part of 57?" Galbato said, "you have to create an easement." Ramsgard said, "there's an easement by use across that parcel as it exists. This Board has asked us to formalize that." The Chairman said, "consistent with those 2 fact, I do think those 2 parcels are involved. In this application. You understand.- what the Village has been concerned about from the beginning is maintaining the residential character of the neighborhood. And so I'm not sure that this is an unreasonable restriction. So long as the language is clear as to what the purpose is is to maintain the residential use of those parcels."

Ramsgard said, "ok. So why don't you put in those parcels that say they maintain them for residential use?" The Chairman said, "OK. But, that means you don't tear a house down. But you can tear it down if it's going to be replaced by a residential use." Ramsgard asked, "why are you throwing in language that doesn't ..." "...why would anyone buy the parcel simply to tear the house down and make an empty lot out of it?" asked the Chairman. Ramsgard said, "well, I know lots of people who have." The Chairman said, "but then it's not a residential use." Ramsgard said, "sure it is. I have several clients that have bought (multiple conversations) ..." "...but that's an issue that can be resolved by the Planning Board in reviewing the site plan. The language would be clear that that's the purpose of the Site Plan Approval is about."

Ramsgard said, "it's undue restriction on to unrelated parcels for no good reason. And, if you can achieve the effect that what you want to do is keep it from this owner, Krebs, from tearing down the 2 adjacent parcels, he's agreed to say - yes, absolutely what ever document, contract you want to have so that he doesn't do that, so he can make you feel comfortable - he wants to sell those. Why would anybody put a restrictive deed on a parcel that they want to sell. Nobody would do that. You know why. It devalues the property. Somebody's going to look at that and whether they can read it - your language still to me is not clear why you are putting that restriction in. Why is it different from any other piece is A1? So, put it on the whole block as part of this parcel. If you put the same covenant on the whole block then it's justified.. You are talking about the whole block the whole time and how this is integral to the whole neighborhood. So, do it on the whole block. Then we'll be OK. Because everybody's dealing with..." "...this

has always been part of the packet,” said Member Millman. He continued, “I feel like there’s a little bit of bait and switch in that originally it was discussed that this was one of the houses where the chef was going to live. And that was part of the whole story.” Ramsgard said, “it was, absolutely was.” Member Millman continued, “suddenly now both these parcels are no longer ...” “yes, you told us to. You told us to take them out. At the second meeting, absolutely don’t make these an expanded use,” said Ramsgard. Member Millman said, “I think that was for technical reasons. Not for conceptual reasons.” Ramsgard said, “we did what we were asked to do and we agreed to it. We thought we had a great plan going forward. We minified our plan to compromise with the Board and compromise with the neighbors. So things changed. So we took those ideas out of the plan. Because it doesn’t make any sense to keep the 2 pieces. We thought it made sense when he purchased the property and put it all together, and to be a buffer. The Board disagreed. The neighborhood disagreed. We acquiesced to their higher understanding and said OK, fine. We’ll take them out of the project. So now, you want us to put them back in but take it out. So, the bait and switch is the other way. If you are willing to say that the restrictions should be for everybody, great. If the rules are the same, and the playing field is the same, then great.”

Member Millman said, “but everybody else is not party to this.” Ramsgard said, “the whole neighborhood – we talked to everybody. I sat with every single person adjacent to this property to make sure everybody was clear on it. So, the whole neighborhood is as much a part of the creating this scheme as we were. It just happens that Adam and Kim still own these 2 piece, because they bought them all at the same time, because they were for sale at the same time. So, we took them out and they want to sell them now.” Member Millman said, “that fine. I don’t think that any of us would????I think if we were aware from the beginning that that was the work part of the plan, the whole application, that may have changed our perspective on how to treat the overall site plan.” Ramsgard said, “my perspective is completely changed on the overall project going through this process. And your ideas as this Board has influenced my perspective on it and I agree with you 100%. But, if you take this out, why are you restricting – putting deed restrictions on this and this? That’s got to be clear on why you do this. And why there should be restrictions on this and this and not the rest has to be clear too. If there’s a way to resolve that...”

Attorney Galbato asked, “Mr. Chairman, I have a couple of comments. One is, the initial application had parking on the western parcel, ancillary to the restaurant, which never existed before. And give the intent of the owner now to sell the western parcel, how are we assured now of the buffering on the westerly parcel is going to be completed, at this point?” Ramsgard said, “OK, I’ll buy that. So, what do we do about 51, because we are not touching that? There’s nothing on 51. So, if I agree with that, OK. You are right. We are putting a covenant on that. We are putting some restrictions there. So, for some reason we also have to also say that this won’t be torn down. Maybe it’s to buffer that. OK, I agree.” Galbato added, “and you have the easement for the ingress and egress. Because you have no access.” Ramsgard said, “OK, I agree for 57.”

Chairman Kenan said, “I think 51 is today functionally wed to 53, the restaurant itself, because of its lack of driveway, etc. Now there’s a proposed provision in this Resolution which would which would require best efforts to acquire a – I guess it says a recommendation to the Zoning Board that they require it. I understand that there’s been discussion with the Presbyterian

Manor under some conditions they are likely to be agreeable to do that. But the 2 are functionally wed today. I think that if it's to be cast off as a separate lot, I think the preservation of residential uses is a realistic requirement. Now the words that I wrote down were and they can be anything that we want, was just trying to put it into words – *no demolition permit be issued for 51 or 57 with out Site Plan Approval from the Village of Skaneateles Planning Board, for the purpose of assuring that said parcels remain in residential use consistent with the applicable Zoning.* That doesn't sound like a very onerous restriction." Ramsgard asked, "what does it mean?" The Chairman said, "Site Plan Approval for the purpose of assuring that said parcels remain in residential use consistent with applicable Zoning. So, what that means to me is, somebody decides some day in the future they want to tear down 51 and rebuild it as a house, that's consistent. That's residential zoning consistent with the residential use consistent with the Zoning. Suppose the Presbyterian Manor wants to buy it and turn it into lawn and add it to their parcel. Then the Planning Board can decide if that's remaining in residential use consistent with the applicable Zoning. It doesn't sound to me like it's a very onerous restriction. But what it does do is assure that it stays in residential use. And that's been the concern all along. So unless anyone has any further comment on the subject, I'd suggest we could treat that as an amendment to the proposal and let the Board decide what to do with it."

Ramsgard said, "I know it's not acceptable to the applicant. You are trying to achieve something that's still clearly understandable what you are trying to achieve. Because you have to think about the future. The language has to get better because I can conceive of a number of scenarios that I've already been through in my career where that would be onerous. I can conceive of a number of other ones that I haven't been through that could be onerous. It's not clear why – still why the burden – I can understand that there maybe is a burden on 57. There's none on 51. There's lot of other people besides the Presbyterian Manor that might want to buy 51. I've been to this Board for assemblage of other parcels where we've torn down the houses and add them to pieces, and to make parcels larger. You've done the same thing with your property Bruce. There's no good reason to make it onerous on those 2 parcels that they have that covenant. Your goal is to keep them A1 use and that's great. Adam & Kim agree that they should be put back into A1 and that we didn't assemble it. There's no reason to throw that as a deed restriction onto those 2 parcels."

Chairman Kenan asked, "how do you propose to plant and maintain these plantings on 57 West Genesee if the lot is to be sold off?" Ramsgard said, "how you plant them? The idea is to plant them before you sell the property. And we would be maintaining the easement where the driveway is. We wouldn't be extending the easement into the property any farther. If it wants to be a separate parcel as A1, the property owner can maintain their trees as they want. There's nothing to keep the adjacent property owner, if Rick buys the property and decides that he doesn't like the hedge there, there's nothing to stop him from cutting down the hedge that we just put in to block him from the hedge." The Chairman said, "that's a problem because one on the purposes of putting those in was not just for that property but for other properties as well." So, what you want to say is you want to have a covenant placed on 57 by 59, the Jackson property, that 57 can never remove the shrubbery that would open the view from 59 onto the Krebs' parcel. You have to craft the language in the right way so that somebody knows what you are attempting to do. That's all I'm saying. It's too ambiguous what you are putting in there."

Chairman Kenan said, "the last time this was presented to this Board there was no talk about selling off 57 separately. And those plantings were shown by you as being a way of protecting not only 57 but other properties as well. Now I think you are suggesting that you'll plant them but you'll have no way to maintain them." Ramsgard said, "right. You've asked to keep them as separate individual parcels." The Chairman said, "no. Andy, nobody asked you to keep them as separate parcels." Ramsgard said, "yes you did. You said, do not assemble them. Do not assemble to me says keep them separate, unless I totally messed that up."

The Chairman said, "Andy, I think in reviewing the technical requirements of the Zoning, I believe the applicant made the determination that to combine them created procedural difficulties, and they decided not to combine them. I don't believe anybody on this Board ever said don't combine the lots. In any event, whether they did or not, you've decided to not combine them, OK. But now I understand we are also talking about selling them off separately, which is a consequence of not combining them. But now I'm wondering how you plan to maintain these buffers that you show planting here."

Ramsgard said, "if you want to control things, control them with the proper means and techniques, easements and covenants and you have to say what they are for and who is responsible and what the purpose of the covenant is. If the purpose of the covenant is to be a burden on the Krebs onto 57 for the benefit of 59, you've got to say it specifically like that. Because otherwise you've not been clear of what the propose of the covenant is. You say maintain a tree. Well, trees die. Buffers can be thinned. When Rick buys it and he's going to come and carve topiaries into the hedge and that's going to ruin the view. You've got to say what you want that covenant for. The language that's currently in the proposal doesn't tell me what it's for. You can't agree to it because it's too ambiguous and unclear, because it's too open ended." The Chairman said, "so, why don't you tell us what you are proposing and then the Board can respond to your proposal."

Ramsgard said, "what I'm proposing is, that as you requested by many conversations, that not co join any of the A1s (parcels) that are not already A1. So, if you want them left as A1 parcels leave them as A1 parcels. Because what you are clearly telling the owner is, leave these residential. The purpose of the project was to rejuvenate the restaurant. We thought it made sense because they are marginal properties for various reasons – to bring them into the fold of the over-all project. We had originally had shown an assemblage of the overall parcels, because that let's you control – once it's all one piece the burden of control is on the Krebs' parcel to the other adjacent pieces. That's why you assemble. It is the purpose of that. Now, if you don't do that, which is what we've been requested not to do is we've been asked to do buffers. We can do buffers and we can control them on the piece. But, eventually somebody else is going to own these 2 parcels. The person that becomes the owner of 57 can decide whether they like the hedge or not, unless you say there got to be covenant on that hedge and those trees. Then what's the covenant for? What view do you have to block? What view are you protecting? Are you protecting these other properties from Krebs? So, what happens when Krebs goes away and there's not a restaurant there, and that's still in the covenants?"

Chairman Kenan said, "let me ask Counsel here. In the most recent application, because it's been submitted and revised a few times, is 57 West Genesee Street included in the

application? Or is it not?" Attorney Galbato said, "I would say yes. It's shown on the Site Plan, the buffering is shown on 57 as part of the Site Plan. We just learned about this late today after the draft Resolution was prepared that now's there's an intent of possibly selling the adjoining parcels. But the Site Plan shows buffering..." "...as part of the application. I think our Site Plan Approval, if we are to issue a Site Plan Approval, has to include Lot 57, because of the easement, the pavement, the buffer materials that are shown there," said the Chairman. Galbato said, "if it didn't, you might want more buffering or come other request." The Chairman said, "then we have no control over the buffering as shown." Galbato said, "you may want more buffering for 59 and 57 and Krebs' parcel itself. I have that buffering on 57, the western parcel. That's referenced in different areas throughout the Resolution."

Ramsgard said, "we have shown it as an easement area to cover the driveway because we had talked about this several times and said, we should only encumber that property by the relative distance of the driveway that already exists on that parcel. So ???change the driveway. The only thing that's on that parcel is the driveway. So, what you are saying now is make the easement bigger to incorporate all of the planting area that are on 57 so that we can then control them. So it's a difference in what you asked us to do. We can go back and redraw the easement line and go deeper into the parcel so we can incorporate the planting areas rather than just the driveway that's already there. Then we can put the control of that green area onto that parcel. But up until just tonight, we wouldn't have been able to control that because the easement didn't go that far."

Chairman Kenan said, "I think we can cover than by having the Site Plan Approval cover 57 and 51 West Genesee Street. And the lot can exist separately but it would be subject to that Site Plan Approval. Does that do it?" Galbato asked, "do you want a requirement that the owner of the parcel has an easement requirement to maintain those buffered areas as shown on the Site Plan? Or do you want the obligation on the owner of 57 to maintain those buffered areas?"

Member Sutherland said, "I don't know how you could require an owner to maintain green space. I do think that having a requirement and maybe the thing that might be helpful here is that – there are 2 kinds of buffers. There are green natural buffers but then there's also the buffer of the architecture of the 2 houses, 51 and 57. I think what is trying to be done here is to assure that either of those places remain or, if somebody's going to tear down a house and build something else, that the new property also serve as a buffer, so that the much larger depth of the Krebs building still is minimized to a degree. You don't see it at all because there's architecture on either side that buffers. Hard to imaging how you insist that planting stay because plants come and go. But the architecture itself, either it's there or there's a Site Plan Approval that positions new architecture so that it does a similar thing. If you go to Syracuse and go up James Street, when it started to change, the first building got knocked down, something else went in. Then the houses on either side started to go down hill, applications to demolish. You could imagine on a smaller scale an erosion over time on this street as we've seen in a lot of big cities and small villages across upstate. I think if we could have a reasonable review of it and maybe be a little clearer as to the importance of architecture that screens, the much deeper building, then that might be a better way to protect West Genesee Street."

Ramsgard asked, "Doug, you have a great point, screening it for what in the length of the building? The ultimate end game is what happens when Krebs is gone?" (multiple conversations) Member Sutherland said, "I think if the covenant is written correctly, it explains what that goal was. If it turns out that the Krebs goes away..." "...so it should have a sunset provision in the covenant?" asked Ramsgard. Member Sutherland said, "that might be a way to do it. If the Krebs is no longer a restaurant then perhaps something different happens. I think there is a way to write the language so it works for everybody." Ramsgard said, "there may be. But what I'm saying right now is the language doesn't work." Member Sutherland said, "the folks here are interested in working out good language. All we are saying is basically what we've said through the 3, 4 or 5 months of review."

Ramsgard said, "all that I'm trying to say is that we are willing to agree with everything we've always agreed to, and agree to not tearing these things down. But, don't put a provision in there that rules from the grave out into the future that doesn't make sense, like the ox cart path across the back of Doug's (Fish Fry). Or try to dimension a property line off of a tree that no longer exists. We see these things all the time from old deeds and covenants and trying to understand and make sense out of things that were put in language 100s of years ago that don't have any relationship to today. When you craft those languages, they have to be done very well so people can understand it. Right now, as it's crafted, there's no – you can't understand why these 2 pieces would be any different than anything else around the neighborhood."

Chairman Kenan said, "so let me suggest some other language then. Number 2 said, *Prior to the issuance of a building permit, the applicant prepare and file with the Onondaga County Clerk's Office a Restrictive Covenant or similar document for the benefit of the Village of Skaneateles subject to review and approval by the Village Attorney and Village Planning Board and Zoning Board of Appeals Attorney imposing deed restrictions on 51 and 57 West Genesee Street that and following what you just said, I would insert words that say for so long as the property at 53 West Genesee Street remains a non-conforming use, the existing houses/dwellings cannot be demolished without obtaining site plan approval from the Village of Skaneateles for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning.* Does that come close to what you were saying?" Galbato asked, "non-conforming use as a restaurant?" The Chairman said, "I said non-conforming use."

Member Sutherland said, "if it no longer was a restaurant but became a group home – it could be a lot of things, there's a lot of square footage to that, that if it's a non-conforming use and the goal of the Planning Board is to allow for a non-conforming use to continue but to not create a situation where the desire is it to spread or other things start to change because it's there." The Chairman asked, "does that accomplish what you were thinking?" Member Sutherland said, "think so." The Chairman asked Ramsgard, "do you feel any better about that?" Ramsgard said, "no." Member Millman said, "give us a reason." The Chairman said, "the Site Plan Approval is specific. It says for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning. If the zoning gets changed to commercial, that issue goes away." Ramsgard said, "IF you buy 51, and you want to demolish 51 and you want to build something new there, or maybe you don't, maybe you want to have an underground house. I have done a bunch of those. So your buffer is gone. I'm trying to illustrate with hyperbole why you really have to ..." "...Ok we'll put a restriction that it can't be an

underground house,” said the Chairman. Ramsgard said, “keep going. You have to keep going.” The Chairman said, “that’s getting silly.” Ramsgard said, “no, no it’s not. We did an underground house for a client that tore down a parcel that was next to another parcel and added to their lot.” The Chairman said, “I bet you know people that resurrect castles.” Ramsgard said, “I can not accept that language at this point. I’ll have to review it with my client.” The Chairman asked, “53?” Ramsgard said, “we have to move the easement. I’m still not clear on what you want me to do with the easement.” The Chairman said, “I’m suggesting that you don’t do anything with. You just include that as part of the Site Plan Approval, which obligates the applicant to put in the planting and I think, as everybody else feels, it’s like all the rest of the planting – obviously intention is being maintained but plants come and go.”

Attorney Galbato asked, “so Mr. Chairman, your first paragraph of the Resolution we’ll just add the addresses as 51 and 57 to that?” The Chairman said, “yes.” Battle asked, “paragraph what?” Galbato said, “first paragraph of the Resolution.” The Chairman said, “what I did was on the top of page 8 where the first *further resolved – that the Planning Board grant Site Plan Approval for Lots 51, 53 and 57 as shown*. Does the same thing, right? I think we’ve debated it enough. Let’s see what the Board wants to do on it. Are there any other issues from your point of view?” Ramsgard said, “no. All the rest of the Resolution all made sense. That was the one that didn’t make sense.”

Member Millman asked, “do you want to add 53? You sort of address the two. The Krebs itself could be torn down. We haven’t addressed that. If that’s torn down, then the other 2 adjacent properties could be torn down. I don’t know if you want to add 53 and then carve out 51 and 57 that the provision about buffer applies to those adjacent lots.” Ramsgard said, “I didn’t even think of that as a possibility. I’m glad you brought that up, Toby. That was a scenario that I hadn’t conceived of. That’s another one you have to think about, absolutely. I could conceive of why a bunch of people could get together and buy that parcel and then subdivide it into their own means.” The Chairman said, “I think if that happens then these approvals go away, because these are approvals to operate a non-conforming restaurant. If you are going to tear the building down, then the approvals lapse, I believe.”

Galbato said, “Toby, the size of the building would be over 3,000 square feet, the footprint. Under our Code (multiple conversations) requires site plan approval.” Ramsgard said, “what Toby’s scenario is, and maybe I’m stepping one past it is not uncommon for somebody to buy all 3, assemble them and tear them all down.” The Chairman said, “you can’t force everything that’s going to happen.” Ramsgard said, “that’s why you shouldn’t put covenants in there.”

The Chairman asked is there were any other questions from the Board? The Chairman asked, “do you want to entertain a motion? Do want to treat these things we were just discussing as an amendment to the motion? Vote on that separate from the motion?” Member Sutherland said, “probably should.” The Chairman said, “we should move the motion first. Then move an amendment. Anyone care to do that?” Member Sutherland said, “**I would move the initial motion that that we approve the written resolution for the Site Plan Approval.**” Seconded by Member Millman. Galbato said, “it’s more that just the Site Plan. It’s the others.” Member Sutherland said, “yes, it’s the package.” The Chairman said, “**recommendation to the Zoning**

Board for Special Use Permit, and recommendation to the Zoning Board for area variances, recommendation to the Trustees for a Critical Impact Permit and approval of the Site Plan.” Member Sutherland said, “I move all those things.” Seconded by Member Millman.

Chairman Kenan said, “I will move an amendment to the motion that inserts new language as follows: first paragraph of the first page next to last line that refers to renovations and additions to the Krebs Restaurant and on-site parking, at 53 West Genesee Street, we would insert in there 53 and 57 so those parcels are included in this review. A number of additional language insertions on page 8 in the first paragraph which begins with ‘further resolved that the Planning Board grant Site Plan Approval insert the words for Lots’ 51, 53 and 57 West Genesee Street. Next in paragraph #2, in the 5th line, following the language referring to deed restrictions on 51 and 57 West Genesee Street that, insert the words for so long as the property at 53 West Genesee Street remains a non-conforming use. Then at the end of the paragraph insert the language for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning. Paragraph 3, begin the paragraph with the language for so long as the property at 53 West Genesee Street remains a non-conforming use. Then add to the end of the paragraph, for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning.

Galbato said, “I would just add the first paragraph on page 1, add after Skaneateles, *as well as Site Plan Approval for 51 and 53 West Genesee Street*. The Chairman said, “you can amend us with all that. So, OK, that’s an amendment.” Seconded by Member Millman.

The vote on the amendment was 3-0 in favor. The vote on the motion as amended was 3-0 in favor. Amended motion declared passed.

The meeting was closed at 8:32pm.

RESOLUTION

WHEREAS, this matter is before the Village of Skaneateles Planning Board by revised application dated 8/20/10 by Kim Weitsman for 53 West Genesee Street, Skaneateles, New York 13152 Tax Map No. 011.-02-12.0;

WHEREAS, the revised application included a Narrative from Ramsgard Architectural Design, P.C. dated 10/12/10 and architectural drawings from Ramsgard Architectural Design, P.C. Inc. dated 10/12/10 labeled Z-1K, Z-2 and Z-3;

WHEREAS, the Krebs Restaurant is a local landmark established on or about 1899;

WHEREAS, the property is approximately 1.72 acres and is located in the A-1 zoning district;

WHEREAS, pursuant to Section 225-6(A) the purpose of the A-1 District is to define and establish regulations where low to moderate density residential development is and should continue to be the predominant use of land;

WHEREAS, pursuant to the Permitted Use Chart the only permitted use as of right is single family residential and Restaurants are a prohibited use in the A-1 District;

WHEREAS, the Krebs Restaurant is a preexisting non-conforming use;

WHEREAS, the applicant is proposing major renovations and an addition to the Krebs Restaurant building and parcel which include the following:

- (1) The removal of three (3) existing outbuildings located behind the restaurant;
- (2) Removal of the approximate 3 on-site parking spaces on the western side of the restaurant and creation of a new parking area in the back of the building that will provide eight (8) parking spaces to be accessed from the existing asphalt driveway;
- (3) An approximate 2,590 square foot addition onto the back of the building;
- (4) It is noted that the Site Plan shows no expansion of the existing curb cut onto Genesee Street which was also confirmed by the applicant at the 10/12/10 Planning Board Meeting;
- (5) It is noted that as depicted on the Map of Survey prepared by Richard W. Wheeling dated 8/21/10, of the three (3) adjoining parcels of the applicant, the existing asphalt drive encroaches onto the applicant's western parcel Tax Map No. 010.-02-11.0;
- (6) It is noted that the Site Plan shows and as the applicant has represented to the Planning Board on 10/12/10, the existing asphalt driveway is not going to be expanded or enlarged further onto the adjoining westerly parcel Tax Map No. 010.-02-11.0; and

- (7) The Site Plan shows removal of a hedge in the backyard and installation of new landscaping and lighting surrounding the proposed parking area, new screening hedge surrounding the parking area and a formal flower cutting garden behind the parking area; and
- (8) The Site Plan shows a new deciduous tree line, Norway spruce screening tree line and new 6' arborvitae screening hedge on the parcel to the west.

PROCEDURAL HISTORY

WHEREAS, on 8/20/10 Kim Weitsman submitted an Application along with Narrative dated 8/20/10 and drawings dated 8/20/10 from Ramsgard Architectural Design, P.C., Inc. labeled Z-1, Z-2 and Z-3 along with a Subdivision Narrative dated 8/20/10 from Ramsgard Architectural Design, P.C. and Application for Approval of Proposed Subdivision Plat for renovations and addition to the Krebs Restaurant and approximately 68 on-site parking spaces and to assemble or merge three properties, 57 West Genesee Street (Tax Map Number 010.-02-11.0), 53 West Genesee Street (Tax Map Number 010.-02-12.0) and 51 West Genesee Street (Tax Map Number 010.-02-13.0);

By Transmittal dated 8/27/10 from Bill Murphy of Ramsgard Architectural Design, P.C., Inc. the application was modified to assemble or merge two lots, namely 57 West Genesee Street and 53 West Genesee Street;

On 8/31/10 the Village of Skaneateles Planning Board passed a motion declaring the Planning Board Lead Agency under SEQRA;

On 9/18/10 a Special Meeting was held of the Village Board of Trustees, Planning Board and Zoning Board of Appeals regarding the Application regarding the Krebs;

On or about 9/24/10 the applicant submitted a revised application, Narrative dated 9/24/10 and drawings dated 9/22/10 labeled Z-1A, Z-1B, Z-1C, Z-2 and Z-3 from Ramsgard Architectural Design, P.C.;

On 9/27/10 the Village of Skaneateles Planning Board heard a presentation from the applicant;

WHEREAS, on 10/12/10 the applicant submitted a revised application dated 8/20/10 by Kim Weitsman for 53 West Genesee Street, Skaneateles, New York 13152 Tax Map No. 011.-02-12.0; a Narrative from Ramsgard Architectural Design, P.C. dated 10/12/10 and architectural drawings from Ramsgard Architectural Design, P.C. Inc. dated 10/12/10 labeled Z-1K, Z-2 and Z-3;

WHEREAS, the applicant has withdrawn her request for a merger or assemblage of the lots;

WHEREAS, on 10/12/10, the Village of Skaneateles Planning Board unanimously passed a resolution declaring this action under SEQRA to be an Unlisted Action and finding no significant negative environmental impact and issued a Negative Declaration;

WHEREAS, on 10/12/10, the Planning Board passed a motion to refer the application of 10/12/10 to the Onondaga County Planning Agency pursuant to General Municipal Law 239 m;

WHEREAS, the Village pursuant to General Municipal Law Section 239 l, m and n referred the application to the Onondaga County Planning Board;

WHEREAS, by Resolution adopted on 11/10/10 the Onondaga County Planning Board, Case # Z-10-381, in regard to the application for Site Plan Approval determined as follows:

1. The Board supports the renovation of this historic landmark in a traditional village neighborhood setting.
2. The Board recommends that the onsite lighting is sensitively designed for a pedestrian environment, limits harsh glare, and does not spill over into neighboring parcels.
3. The applicant is required to obtain a permit from the New York State Department of Transportation for access and prior to any work within the State right-of-way and the Board notes that the driveway needs to be designed and reviewed within the context of the historic Village fabric.
4. The Town should ensure the applicant has formal easements with the adjacent parcel for driveway access.

WHEREAS, by Resolution adopted on 11/10/10 the Onondaga County Planning Board, Case # Z-10-382, in regard to the application for a Special Permit determined as follows:

1. The Board supports the renovation of this historic landmark in a traditional village neighborhood setting.
2. The Board recommends that the onsite lighting is sensitively designed for a pedestrian environment, limits harsh glare, and does not spill over into neighboring parcels.
3. The applicant is required to obtain a permit from the New York State Department of Transportation for access and prior to any work within the State right-of-way and the Board notes that the driveway needs to be designed and reviewed within the context of the historic Village fabric.
4. The Town should ensure the applicant has formal easements with the adjacent parcel for driveway access.

WHEREAS, by Resolution adopted on 11/10/10 the Onondaga County Planning Board, Case # Z-10-383, in regard to the application for an Area Variance determined as follows:

1. The Board supports the renovation of this historic landmark in a traditional village neighborhood setting.
2. The Board recommends that the onsite lighting is sensitively designed for a pedestrian environment, limits harsh glare, and does not spill over into neighboring parcels.
3. The applicant is required to obtain a permit from the New York State Department of Transportation for access and prior to any work within the State right-of-way and the Board notes that the driveway needs to be designed and reviewed within the context of the historic Village fabric.
4. The Town should ensure the applicant has formal easements with the adjacent parcel for driveway access.

APPROVALS NEEDED

WHEREAS, the applicant requires the following approvals:

- 1) Variances from Section 225-A5, Density Control Schedule for Left side yard set-back, Right side yard set-back, Both side yards combined, Percentage of structure width/lot width and Section 225-69d, Non-conforming buildings structures and uses, extension or expansion;

Left side yard, Code 25', existing 23', proposed after construction 23', Variance 2'

Right side yard, Code 25', existing 12.2', proposed after construction 8.6', Variance 16.4'

Both side yards combined, Code 55', existing 35.2', proposed after construction 31.6', Variance 23.4'

Percentage of structure width/lot width, Code 55%, existing 61.1%, proposed after construction 65.9%, Variance 15.9%

Section 225-69D1 states:

“D. Extension or expansion. A nonconforming building or structure may not be extended in area or intensity and the nonconforming use of premises may not be expanded to other buildings, structures or land not already devoted to such use except by means of a variance granted by the Zoning Board of Appeals pursuant to the provisions of Article XVI of this chapter.

(1) No variance permitting the extension or expansion of a nonconforming use of premises shall be granted by the Zoning Board of Appeals unless the regulations, other than those regulations pertaining to the use of the premises, of this chapter for the district in which said nonconforming use of premises is located can be substantially complied with or unless the Zoning Board of Appeals determines that unnecessary hardship exists.”

2) Site Plan Approval pursuant to Section 225 19.1(c)(2) which reads:

“Any activity which involves the disturbance of 3,000 square feet or more of land within the Skaneateles Lake Watershed Overzone shall be required to obtain a site plan approval from the Planning Board.”

3) Special Use Permit pursuant to Sections 225-50 which states:

“Land use activities existing at the time of adoption of this chapter and permitted by this chapter in the district where located only upon the issuance of a special use permit as provided herein may be continued indefinitely but shall not be extended or enlarged in area or intensity or expanded to other buildings, structures or land not already devoted to such use until a special use permit shall have been issued therefore as provided herein.”

4) Critical Impact Permit pursuant to Section 225-44 which states in part:

“A. Restaurant without vehicular-oriented or drive-through service use. In addition to the above general provisions, a restaurant without vehicular-oriented or drive-through service use shall comply with the following prescribed standards:

(1) Such use is a critical impact use and no such use or the extension or expansion of such an existing use shall be permitted unless and until a critical impact use permit is issued by the Board of Trustees pursuant to Article XI of this chapter.”

Critical Impact Permit pursuant to Section 225-52 which sets forth, in part, that:

“The development or redevelopment of any lot or the structures and improvements thereon (including principal and accessory structures and signs) is hereby defined as a critical impact use, if such lot or the structures and improvements thereon or the land use connected with such lot or structures or improvements thereon, either prior to or subsequent to such development or redevelopment, shall involve:

F. Any land use development within the watershed of Skaneateles Lake (as said watershed is shown on the Zoning Map), or within 500 feet of a designated historical landmark shown on the Zoning Map, or within 500 feet of a stream, a lakeshore, creek, river or similar tributary as denoted on the Village Zoning Map, or involving an area of land, whether or not in contiguous parcels, in excess of 40,000 square feet, or involving a parcel of land contiguous to or having direct access to Genesee Street which would require a building permit, with the following exceptions:

(1) Any permit involving not more than one single-family dwelling.

(2) All permits not resulting in a new use or in an addition to or enlargement of an existing use.

G. Any use providing a maximum seating capacity in excess of 100 persons or requiring more than 10 off-street parking spaces.

I. The establishment of a vehicular activity.

K. A restaurant without vehicular-oriented or drive-through service use as defined in § 225-4 of this chapter.

L. Any use which would cause estimated sewer flows in excess of 400 gallons per day.”

WHEREAS, all minutes relating to this application, drawings, documents and correspondence from the public are made a part of the record of this proceeding.

THE FOLLOWING RESOLUTION was offered by Member Sutherland, and seconded by Member Millman

BE IT RESOLVED:

The Planning Board finds that the Krebs Restaurant is a preexisting non-conforming use;

SITE PLAN REVIEW

Pursuant to Village Code Section 225-30D the Planning Board shall review the site plan and supporting data before approval is given and take into consideration the following objectives:

(1) Harmonious relationship between proposed uses and existing adjacent uses.

Finding: All of the members of the Board have personally visited the property. The applicant also owns the adjacent properties to the east and west which this Board is considering in this application and is part of the Site Plan Review. 57 West Genesee Street is a multi family dwelling and 51 West Genesee Street is a single family dwelling. The conditions imposed in this Resolution for Site Plan Review attempt to maintain the residential character of the neighborhood. The Krebs Restaurant is a local historical landmark in the Village of Skaneateles. The facade of the Krebs Restaurant from Genesee Street will largely remain the same which this Board feels is consistent with the historic and architectural style of the neighborhood.

(2) Maximum safety of vehicular circulation between the site and the street network.

Finding: Historically, this property has utilized on street parking along West Genesee Street and has not had on-site parking for patrons. The restaurant currently has approximately 3 parking spots for employees of the restaurant. The applicant has worked with the Board to reduce the number of proposed on-site parking spaces from sixty eight (68) to eight (8). In the opinion of the Board, the changes made to the application regarding on-site parking have increased the safety of vehicular circulation between the site and the street network.

(3) Maximum adequacy of interior circulation, parking and loading facilities with particular attention to vehicular and pedestrian safety.

Finding: The patrons of the Krebs Restaurant have historically used on-street parking. The curb cut onto Genesee Street is not enlarging or expanding. The on-site parking lot as shown on the Site Plan has increased the ability for delivery trucks to access the Krebs Restaurant parcel and should be able to provide an adequate turning radius for delivery trucks.

(4) Adequacy of landscaping and setbacks in regard to achieving maximum compatibility and protection of adjacent residential uses.

Finding: The applicant has significantly worked with the Planning Board to reduce the size of proposed parking lot from 68 to 8 parking spaces. The Planning Board further finds that the Site Plan has adequate landscaping and setbacks in regard to achieving maximum compatibility and protections of adjacent residential uses. In addition, the Board has imposed conditions to the Site Plan Approval.

(5) Applicable regulations of this chapter.

Finding:

FURTHER RESOLVED, that the Planning Board grants Site Plan Approval for lots 51, 53 and 57 West Genesee Street as shown on architectural drawings from Ramsgard Architectural Design, P.C. Inc. dated 10/12/10 labeled Z-1K, Z-2 and Z-3 and pursuant to Section 225-30(F) imposes the following conditions and restrictions to the approved Site Plan:

- (1) Prior to the issuance of a building permit, the applicant prepare and file with the Onondaga County Clerk's Office an Easement subject to review and approval by the Village Attorney and Village Planning Board and Zoning Board of Appeals Attorney for ingress and egress from 57 West Genesee Street to the Krebs Restaurant parcel 53 West Genesee Street;
- (2) Prior to the issuance of a building permit, the applicant prepare and file with the Onondaga County Clerk's Office a Restrictive Covenant or similar document for the benefit of the Village of Skaneateles subject to review and approval by the Village Attorney and Village Planning Board and Zoning Board of Appeals Attorney imposing

deed restrictions on 51 and 57 West Genesee Street that for so long as the property at 53 West Genesee Street remains a non-conforming use, the existing houses/dwellings cannot be demolished without obtaining site plan approval from the Village of Skaneateles for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning;

- (3) For so long as the property at 53 West Genesee Street remains a non-conforming use, no demolition permit shall be issued by the Village of Skaneateles for 51 West Genesee Street 010.-02.-13.0 and 57 West Genesee Street 010.-02-11.0 without Site Plan Approval from the Village of Skaneateles Planning Board for the purpose of assuring that said parcels remain in residential use consistent with the applicable zoning;
- (4) The parking lot lights shall be 36" Directional Bollard style light as depicted on the Site Section of drawing Z-1 dated 8/20/10;
- (5) The new screening hedge surrounding the parking lot in the rear of the building to be installed and maintained at a height of at least six (6) feet;
- (6) There shall be no merger or subdivision of 57 West Genesee Street and/or 51 West Genesee Street to the Krebs Restaurant parcel, 53 West Genesee Street.

FURTHER RESOLVED, that the Planning Board recommends to the Zoning Board of Appeals that it grant a Special Use Permit for a Restaurant with the following conditions:

- (1) Imposing restrictions on the hours of operation;
- (2) Imposing restrictions on the location of any outdoor seating on the premises;
- (3) Imposing restrictions on outdoor sound and music;
- (4) The Board recognizes that 51 West Genesee Street does not have a curb cut. Upon information and belief, representatives of 49 West Genesee Street have expressed an interest in entering into a possible easement agreement with 51 West Genesee Street. The Board requests that the applicant attempt to obtain an easement for ingress and egress from Presbyterian Manor, Inc. 49 West Genesee Street Tax Map No. 010.-02-14.0. If the applicant is unable to obtain such an easement she is to advise the Zoning Board of Appeals and Board of Trustees prior to their respective approvals of this project.

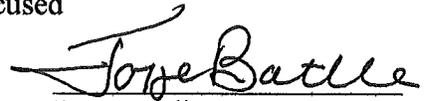
FURTHER RESOLVED, that the Planning Board recommends to the Zoning Board of Appeals that it grant the variances requested with reference to the same conditions set forth above;

FURTHER RESOLVED, that the Planning Board recommends to the Board of Trustees that it grant the Critical Impact Permit with the same conditions discussed above regarding the Special Use Permit.

Voting:

Bruce Kenan, Chairman	Yes
Toby Millman, Member	Yes
Douglas Sutherland, Member	Yes

William Eberhardt, Member	Recused
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Jorge Batlle
Clerk, for the Planning Board