

TOWN OF GREENFIELD

PLANNING BOARD

March 31, 2015

REGULAR MEETING

A regular meeting of the Town of Greenfield Planning Board is called to order by Tonya Yasenchak at 7:02 p.m. On roll call, the following members are present: Tonya Yasenchak, Nathan Duffney, Michael Gyarmathy, Stan Weeks and Robert Roeckle, Alternate. John Bokus, Thomas Siragusa and John Streit, are absent. Charlie Baker, Town Engineer, is present.

MINUTES – February 24, 2015

Based on the members present to vote, there would not be a quorum of those present for the February 24, 2015 meeting, therefore the minutes will be reviewed at the next meeting.

MINUTES – March 10, 2015

MOTION: B. Duffney

SECOND: M. Gyarmathy

RESOLVED, that the Planning Board waives the reading of and approves the minutes of March 10, 2014, as submitted.

VOTE: Ayes: Duffney, Gyarmathy, Yasenchak, Roeckle
Noes: None
Absent: Bokus, Streit, Siragusa,
Abstain: Weeks

PLANNING BOARD CASES

BRITTANY CHASE – Major Subdivision – Phase III

Brittany Chase, Case # 531

Ken Martin, Al Kasin and Dave Aronson are present. K. Martin states that they are attempting to subdivide 63 acres into 9 lots. The previous proposal had some shared driveways and flag lots. They have removed the shared driveways, gone down from 10 to 9 lots and only have one keyhole lot. There are a lot of wetlands on the property – DEC on the back side and ACOE on the inside that they are working around. He indicates that one of the driveways does go over an ACOE wetland which they will have to remediate and he indicates that they are losing some ACOE wetlands in an area which will also have to be remediated. There is some remediation that needs to be done from previously being before the ACOE - 2 acres which they need to remediate and put wetlands back. They are doing that. He explains the lay of the land and the area of the remediation. The lots range from 6.2 acres to 7.8 acres plus or minus. T. Yasenchak questions that lots 1 & 2 are where the applicant separated the two driveways. K. Martin confirms this and states that the other shared driveway was in the area of lots 7 & 8. T. Yasenchak states that C. Baker has done a preliminary review and letter. A copy is provided to K. Martin at this time. T. Yasenchak states that C. Baker had mentioned about the lots being shared driveways on the last proposal, making it easier due to the wetlands, and now they are shown as two driveways so that there will have to be additional permitting. She questions the reasoning for that change and whether they will have issues with DEC regarding this. K.

March 31, 2015

Martin states that DEC will not have an issue. They still have to work with the ACOE because of the remediation. They had worked with the ACOE previously, but it has been delayed and what their response is going to be, he does not know. He does not believe there will be a problem. ACOE had agreed to the remediation and discussion had taken place about increasing it. C. Baker asks if the remediation that is being proposed is a result of the first two phases of the development. K. Martin states not entirely, they have added to the 2.3 acres and increased it to 2.5 acres. C. Baker asks if that is to cover the areas that they are proposing filling in. K. Martin concurs. T. Yasenachak states that there was a question as to whether this was originally approved as a cluster development. C. Baker states that he had raised that question the last time the applicant was here. He asks if they have checked with the County regarding the maps that were originally filed. K. Martin states that they do not believe that it was a cluster development. The only maps he has seen did not indicate that. T. Yasenachak states that a question was raised in 2012 when the project was previously before the Planning Board regarding an existing storm water basin. C. Baker states that he seems to remember going out there with the highway superintendent years ago. He thought that there was a storm water basin at that intersection. K. Martin states that he would have to check on that, he does not believe there was. There is a wet area right there. C. Baker states that he did not get a chance to pull out the original subdivision maps but if it is a storm water basin, it should be described in the previous phases of the project and that is something that we need to find the answer to. If it is a storm water basin, we need to make sure that it is protected and preserved as it is. T. Yasenachak states that she likes the fact that the one lot is gone and the driveway that went in front of the other proposed house location, even though it was down slope, it made it a little bit confusing. She asks what the slope is on the driveway on lot 7. K. Martin states that it is 8 1/2 % and then gets a little steeper to about 11.3%. T. Yasenachak states that we do not have standards for driveways. She asks C. Baker about the size of the cul-de-sac as it didn't seem to be up to the current standard. K. Martin asks what the Town is looking for. C. Baker gives him an example of some of the recently approved cul-de-sacs. He is suggesting that since this is an additional phase to an existing subdivision, we should run it by Walt Barss to see what his opinion is as to whether or not that is something that he is going to want here. K. Martin states that he would like to work with W. Barss about that because if he starts making these larger, he will start affecting more wetlands. He questions that the Town would entertain a "T" turn around or a "Y" turn around. C. Baker states most likely not. T. Yasenachak states that it is a matter of the plows and the machines that the Town has. We can't really speak for him but the Planning Board listens to his recommendations. K. Martin states that he will talk with W. Barss. C. Baker states that he knows that there were a number of soil borings that were done on this property and the logs shown are for only about 9 borings. He would like to see all of them on the plans so that we can have a good feeling of the land as it is represented by where they are putting houses, driveways and town roads. C. Baker states that he has also asked for the additional grading to be done. He is concerned with the town road sections that they are showing. He states that the 2 on 1 side slopes does not conform to the rural road section. He is concerned that they are going to have additional grading and in some of those areas where it is really tight with the wetlands, there may be additional impacts. He feels that they need to do a little more with the grading plan to reflect that. We are also going to need road profiles for both of the sections of the town road and that will go along with the grading plan. Most of the items in the review letter are self-explanatory. If K. Martin has questions, C. Baker states that he should feel free to call. T. Yasenachak states that G. McKenna noted that George Casey from the ACOE had called the town and left a message that ACOE has an open enforcement case with Brittany Chase. K. Martin states that he cannot speak to that but will look into it. Public hearing is discussed and the Board would like to wait as there could be significant changes due to C. Baker's review. R. Roeckle states that the original subdivision was very difficult so it would be interesting to see the remaining test pits, etc. T. Yasenachak asks that the applicant get any amended information to the Town at least one week before a meeting so that we can get them back on an agenda.

JOHN WITT – Major Subdivision Amendment

Old Stone Ridge, Case# 506

March 31, 2015

John Witt and Todd Smith, Mandy Springs Nursery, are present. J. Witt states that he took T. Yasenchak's notes from the last meeting and revised their submittal. He reviews the revised plans for the Board. They did meet with Blue Neils and Laurel Gailor to make sure that this meets their expectations. R. Roeckle states that he thinks his questions have been answered, that the reforestation area will transition to the no cut buffer. M. Gyarmathy questions who will manage the zones until the development is completed. That is what the neighbors were concerned about – not having a voice until the build out is done. J. Witt states that it is going to be turned over to the HOA and he cannot clear cut or do anything until that time. They will manage it and he is anticipating that that is going to be within the next 12 months. T. Yasenchak states that the Planning Board cannot define that because that is a legal contract between the owner and the residents who signed into that HOA. M. Gyarmathy states that it is unclear because it says that the reforestation zone is going to be staked so that someone can look at it and he would think that that would be the HOA's job, certainly the Planning Board wouldn't go out and look at that. T. Yasenchak states that it has to be something enforceable by our Code Enforcement Official because the Planning Board is not an enforcement agency, we are just reviewing. We will need to have some kind of management plan so that the owners and the Planning Board know who will get involved to review that. Obviously one was B. Neils or CCE, whoever would be doing that and a representative from the Town. J. Witt states that at the last meeting we talked about having the Building Department do that and he knows that B. Neils said that he and L. Gailor would be available to do that. T. Yasenchak asks who would be contacting them. J. Witt states that he would contact them prior to staking and would let G. McKenna know before they do anything and have him inspect it. He is asking for approval tonight contingent upon getting the bond in place and that would have to be released by the Town. J. Witt asks if C. Baker would be involved. C. Baker states that if G. McKenna is going to do the inspections, only if G. McKenna has questions. S. Weeks asks how we assure that. T. Yasenchak states that B. Neils letter states that he wanted to see an inspection schedule and T. Smith has put that in there as part of his work to J. Witt, in his contract. She sees T. Smith's contract with J. Witt, but not a plan. J. Witt states that this plan is what he is saying he is going to do. T. Yasenchak states that this plan does not have a schedule of who is being contacted at what time. This is a planting plan and she commends the applicant and Dan Wheeler for doing that. J. Witt states that he thinks that should be done administratively. They talked about contacting B. Neils and L. Gailor to look at it ahead of time and after, and they said they would be willing to do that. T. Yasenchak states that we should have something like that in writing so that we know that on a regular basis they will be contacted. One of the questions she had is that after Mandy's Spring is done with their planting, they guarantee for 30 days but then nothing is going to be looked at until September 2016. Are there any other inspections or anything else that happens in between that time? J. Witt states he is a little confused because he is putting up a bond and they have to have the material growing. He is going to be making sure between his staff and T. Smith, who has to guarantee that the product will be growing, will be inspecting. M. Gyarmathy states that he was not trying to question where the plants were going, they did a great job on the plan describing all those things. C. Baker states that one of the things that G. McKenna suggested in his comments is that the Board consider some kind of timeframe for the bond. That might be one way to control it. If you say the bond is going to be for 18 months, if they aren't done at that point in time then the Town would have the opportunity to take the bond and complete the work. T. Yasenchak states that she would be comfortable with that. J. Witt asks if he gets approved tonight, we could work that out administratively with the bond and the dates. T. Yasenchak states that would be up to the Board and whether they feel comfortable with that, and that would have to be something that the Town Board feels comfortable with. It is not a date that the staff works out, it is the Planning Board in its recommendation to the Town Board, who ultimately will be reviewing and approving the bond. She states that she is looking at Blue Neils notes and just trying to see what that will look like in writing, something that we can look at as we go forward, not arbitrary. S. Weeks states that he thought it was all going to be spelled out, that was his anticipation. B. Neils had suggestions and J. Witt was going to make some modifications to those, and then say here is how we are going to carry those out, but without that all in one package, how does anyone know what is going to be done. That is his concern. T. Smith asks if the Board is most concerned about the actual installation. S. Weeks states the process, the procedures, the inspection and how is that going to be carried out. T. Smith states that he thinks he had that more detailed

March 31, 2015

but B. Neils did recommend the second growing season, whereas with most construction projects it is one year. He is going to review the plantings in September of 2015 because he wants to get his replacements done and have them established so that he gets approval the following year. He knows that he has a very good time period to plant in the fall of the year - a great time to plant and a good establishment period in the fall. He understands what J. Witt is saying because he doesn't get released from the bond and T. Smith does not get approval until the planting is approved in 2016. If he understands B. Neils standpoint that it takes 18 months to two years to provide establishment. He thinks that B. Neils set the date at 2016 because he wanted to have ample time to do the replacements because there will be some attrition. Behind the scenes, there is this contract working with the owner, a process whereby they are doing evaluations frequently, but T. Smith states that it was not clear to him when he set forth that schedule that there would need to be review in that period other than to just have the success. From a financial standpoint for both J. Witt's and T. Smith's side, they have a financial interest in making sure. He reiterates that that is a date that B. Neils set forth. He might have picked a year, just because that is what most commercial contracts call for. J. Witt states that he is happy to make this part of the bond. What they had talked about was that in September 2015 they would look at the planting with B. Neils to make sure that everything is still there; T. Smith would replace whatever is necessary by October 2015; in September 2016, they would do it again and any replacements would be done by October of 2016 – two growing seasons and that is better than a one year of guarantee. That is what his understanding was. S. Weeks states that he expected to see it as part of the package, all in one place so that there is no misunderstanding about who is going to do what when. J. Witt states that he did not think it would go on the map and it would be taken care of in the bond. T. Yasenchak states that it could be written in the bond, but we haven't seen any of that. Also, the difference is that she is looking at T. Smith's post planting plan – she reads from that. T. Smith states that this is the contractual/financial agreement between Mandy's Spring and J. Witt, giving him the best price possible and trying to commit to being there for the replacement. This puts the ball in both their courts to maintain it properly and to be prompt about replacements. He states that he is trying to protect his company but also to be clear that they are in an active relationship with J. Witt; and J. Witt and his staff are going to be providing some of the maintenance, they are in an active, dynamic relationship to be watching these plants – both with a lot of interest. He states that he can provide clarification as well. T. Yasenchak states that the Board is not doubting T. Smith because they understand that he has a business relationship with J. Witt, he is not an owner of this property so he does not have that vested interest. The vested interest comes in with the 'contract' of the Town with J. Witt of how this is written. She states that the way that this is written, she is thinking that she knows that they have active management so that they can plant in the fall, but we don't have that in writing anywhere from the applicant. C. Baker states that he thinks he asked a similar question when they were here the last time because he saw that same section that T. Yasenchak just read, and he thinks that J. Witt's response, and C. Baker was satisfied with it, was that they have the bond. The bond will be there if some of the trees die and Mandy's Spring is no longer involved in the project or whatever, then there is money available to make sure that it is done. T. Yasenchak states that she can foresee this going for a very long time and the Town not having a date. C. Baker states that he agrees and that is why he suggested that the bond have a 'drop dead' date on it, too, so if the work is not completed then the Town takes the bond. J. Witt states that we talked about the bond at the last meeting and because he has the bond for the whole amount, worst case scenario in 2016 all the plants die, we have a bond to replant them all. He states that is not going to happen, but it is the worst case scenario. He thinks we just need to agree upon this schedule and G. McKenna doing the inspections with B. Neils helping out. He thinks that can be taken care of administratively. He is asking for approval of this plan, contingent upon the bond/letter of credit being approved. T. Yasenchak states that G. McKenna is the one who will go out, do the inspections and say whether or not it meets the qualifications of the bond, but the Planning Board and the Town are the ones who will be saying what time period we are comfortable with. J. Witt reiterates the dates and that he is asking for approval tonight based on these plans. T. Yasenchak states that it could be something that we could handle as a contingency. C. Baker states that he would review the amount on the bond and if he is satisfied with the estimate, then they make a recommendation to the Town Board for the number and then the Town Attorney reviews the actual language. M. Schachner would most likely look at this executive summary as part of the language of the bond with

March 31, 2015

these 'drop dead' dates in there. S. Weeks states that we had some definitions of these different areas before and those don't show up anywhere now – like the managed scenic buffer, what is that and do we have that same definition, do we all agree on that definition? He is ok with the reforestation zone and the replanting area, that has been changed from the original, but he thinks there needs to be a specific definition of what a managed scenic buffer is. He knows that the HOA is going to be involved with that, but he thinks that we also should define it. T. Yasenchak states because the HOA will continue on in perpetuity. S. Weeks reads from the definition providing for 60% per acre of trees being able to be cut. J. Witt states that is the old note, nothing will be cut without HOA approval. T. Yasenchak states that the problem is that it is our intention for this to be forested and that later on if the HOA decides that they do not like trees and they decide to just cut all of them, then that is not the original intent of what we are going thru now. S. Weeks states that we got into all of this because of a misunderstanding of what the words meant on those original drawings and we just don't want to do that again so he thinks we should define that. R. Roeckle agrees that there should be something that defines. What does the HOA say, what can they do within that buffer? J. Witt states that was presented to the Board prior to the approval, the original approval, and that was to clear for views and that is why we are in this situation. He states that the managed scenic buffer is spelled out in the HOA documents that the Planning Board approved and he thinks we don't have to revisit it, unless the Board wants to. T. Yasenchak states that that was the difference, that on the plans it said a no cut buffer, then it was cut. J. Witt states that no, it did not. It said no clearing and grading. T. Yasenchak states that we are trying to make it as specific as possible for going forward. J. Witt reiterates that he is asking that this be approved as is. S. Weeks states that he is saying that the HOA does not trump the Planning Board in how we want to define that area. He believes that the applicant came back to the Planning Board in order to resolve this and as part of resolving it, we really don't want to get into semantics again and a concern about what does that mean. He thinks that this Planning Board has a right to say either we are going to leave it completely up to the HOA or we are going to have something to say about what happens in that area. J. Witt states that he is trying to take himself out of the situation and put it on the HOA. He does not know what else he can do. The Planning Board approved this project with that "no cut and clearing/grading line", which his engineer said was for SWPPP and road construction and other things, and we never got that cleared up and this is why we are here. The HOA language says that home owners are allowed to clear for views. M. Gyarmathy asks with or without HOA consent. J. Witt states with no consent. Now it is, now it has teeth and the home owners can't just clear. It has to be approved first by the HOA so it is a lot more than what was originally approved. T. Yasenchak states that what S. Weeks is saying is that we are trying to give the HOA some kind of definition so that they know what our intention is today and going forward. J. Witt states that it is no cutting unless they approve it. T. Yasenchak states that if the HOA, ten years from now decides that they hate trees, they can cut them all down. J. Witt states it is a scenic buffer, it is up to them. T. Yasenchak states that the Planning Board is saying that we want to see some kind of management. J. Witt questions that the Board wants a plan for the managed buffer, that they want to change the HOA documents. B. Duffney states that there is no HOA. J. Witt states that there is an HOA but he is in control. B. Duffney states that J. Witt is the owner of the property and in control until the HOA eventually takes over. He indicates that the map does label an area as no cut, forever wild and he sees that that does go around J. Szpak's property. The reforestation zone, between the no cut zone and the lots at the top of the hill, is that part of the managed scenic buffer or will that also become a no cut zone? J. Witt states that that reverts to the managed scenic buffer. B. Duffney states that then it may be thinned at some point in time as per the HOA. J. Witt states for views. S. Weeks states that that is what we are discussing and whether the Planning Board has any say in what happens – he thinks we do. B. Duffney states that around the edges the plan indicates managed scenic buffers. He states that at this point the applicant would be doing no more cutting in that reforestation zone. J. Witt states that he will not cut anything until the HOA is established and they approve any cutting in that zone, that is what he agreed to. B. Duffney states that J. Witt will cut nothing. J. Witt reiterates that he will cut nothing in that area. B. Duffney states nothing outside the building lots. J. Witt states that is correct, until the HOA is established. If he sells one of the other ridge lots and they have trees they want to come down, he would have to get approval from the HOA. B. Duffney questions that the HOA will take possession of this after the last home is built out or before that. J. Witt states that he anticipates within the

March 31, 2015

next 12 months and he will continue to build there. T. Yasenchak asks if he is changing the language in the current HOA. J. Witt states he is not. T. Yasenchak states that technically J. Witt is the HOA until a certain period of time. What happens in the interim time? J. Witt states that he told the Board he would not cut anything in that area. B. Duffney reiterates that nothing will be cut at all until the HOA is established with the neighbors and then J. Witt, to do any clearing at that point, would have to go to the HOA of the neighbors to take down any trees for views. J. Witt states that he is trying to take himself out of the situation and just finish the project.

The public hearing is reopened at 7:57 p.m. Joe Szpak, Lester Park Road, thanks J. Witt and the Board for the progress we are making, he knows that we are all anxious to move along and get into this planting before the growing season. He would agree with J. Witt's perspective, if he were J. Witt, by saying let that be up to the homeowners, but what he is hearing the Board saying, it is really up to them to decide if we want to put some limitations and restrictions on that zone so that the homeowners couldn't clear cut it, for example. His recommendation is that there should be and that the Board make a recommendation that J. Witt can accept as he seems willing to accept any definition of what that zone is. He would say that it would be something like that that area should remain forested with the exception of limited clearing up to the definition that was provided before, which would make it clear from the Board that that is intended to be a forested area, but it also allows for the clearing for view with those restrictions, because 30, 40 years from now it is reasonable that someone is going to want to do some clearing for that so that they can maintain some view. That would be his recommendation – to help J. Witt with some words because it looks like he is willing to accept any words for that. He is willing to let the HOA do whatever they want, keep it fully forested if they want. Regarding the bond, his recommendation is that it be very clear at what date, first of all, that if the planting doesn't take place per the plan, that the money be able to be turned over to the Town. For example, by June, they are going to have the planting done before June, so maybe by June have an inspection of it whether it be B. Neils or G. McKenna, either one or both, for the plan and if it is not done per the plan by then. If it hasn't at least been planted, that is when he would take over because this is going to drag on more and more years. That would give the Town the ability to find a contractor or themselves to do fall planting. That should be very clear with a timeframe and what actions would take place. The other part of the bond is, the worst case scenario, which J. Szpak states that he is not expecting, at the 2016 timeframe, everything is dead. He would recommend that the Board retain enough of the bond and it seems that J. Witt was willing to do up to and including the entire amount, until that timeframe so that even if the worst case scenario happened, the Town and the neighbors would be protected in that they would be able to hire someone at that time to plant per the original plan. That timeframe, September 2016, is the latest until the HOA is turned over because he believes that is November of 2016. J. Carbonaro, Lower Meadow Lane, states that there are 2 aspects to the cutting, and the Board and J. Szpak addressed the one part which is whether the HOA can get some direction from the Town. The other part is the actual cutting that takes place within the common lands. The homeowners and neighbors have been nervous because of this whole business of what is a managed scenic buffer and all of the other terms that have been used for some of these things; what is the definition, etc. He states that he did hear one thing a few minutes ago that he hopes is captured in the notes. J. Witt is talking about not cutting anything whatsoever in the common lands. There are individual lots and there are the common areas. J. Carbonaro states that he heard J. Witt say that not a tree would be cut without the HOA's approval, not a tree cut within the common lands. He hopes he heard that correctly and that it is captured in the notes. If he heard that correctly, that allays some of their concerns about what is a managed scenic buffer at least up to the point where the homeowners actually become the HOA. T. Yasenchak states that a letter was received from some of the resident's dated March 30, 2015 and that is part of the record. The public hearing is closed at 8:05 p.m.

T. Yasenchak states that we have discussed that we would like to see some kind of a specific date for the bond. She states that typically the way a bond works, most towns don't have a specific start date; it is usually a completion date. C. Baker states that is correct. T. Yasenchak states that she understands what the neighbors have said; it is just that putting a start date on a bond is not typical language. J. Szpak states that

March 31, 2015

he did not mean a start date but a first completion date that the plan has actually been executed by June. That would be a completion not a start date. T. Yasenchak states that most bonds are not that short because a lot can go wrong. We all want to see planting starting as soon as possible. C. Baker states that typically the way a bond works is that the bond is in place and as the construction progresses, the developer has the option or right to come to the Town Board, state that he has done 20% of the work, for example, and would like to have 20% of the bond reduced. The Town Engineer or G. McKenna in this case as the Code Enforcement Officer, verifies that yes, 20% of the work has been done and we would agree to release 20% of the bond, possibly with a 10% maintenance factor thrown in there for some of the trees that might die. That process continues throughout the life of the bond. Several months down the road, 100% of the plan is done, the developer might come in and say that he would like the bond released and the Board might decide they want to keep 20% for a maintenance plan or they might make an agreement that the Town would like to keep the whole thing in place until 2016 when everyone is happy and done with this project. That is something that we can talk about or whatever the Board feels comfortable with. That is typically the way that the bonds work. A developer is able to request reductions based on the performance that is completed. T. Yasenchak asks if there would be drawbacks in the Town taking the bond to do work earlier than later and not allowing the applicant to try to fulfill their project. C. Baker states that the only time the Town would take the bond is if there is a default on the intent. They are not going to take the bond if they don't like the way things are going but if there is a clear default and the work is not being done, not meeting target dates, then the option would be available for them to take it at that point in time. T. Yasenchak questions that there would be a benefit to set target dates within the bond rather than just one end target date. C. Baker states that he does not see a benefit to that as long as we are comfortable with the duration of it and we keep it in place until we are satisfied with the completion of the work. B. Duffney questions that J. Witt had stated that he would leave the bond in place for the full duration until October of 2016. J. Witt concurs. B. Duffney questions that there are any foreseeable problems – weather conditions, frost – and whether those hinder the planting, etc. T. Smith states that it is all weather dependent, but the sweet spot of planting season is frost-out to early May, a pretty short window. You can plant all year, but the sooner you get in the sooner the plants will get the spring rain before the heat of the summer arrives. Then the other sweet spot is in early September. He states that this is a steep hillside and they need to get up there and ready to move. They are not going to work during down pours, they are going to use best standard practices as far as erosion goes, etc. He states that there are about 2 to 3 weeks of work. He explains that a majority of the plants are going to come from their nursery so they have to harvest, truck over and then the planting process. It is going to happen as fast as reasonably possible. He states that it behooves him to have it complete as soon as possible. T. Yasenchak states that she would be little worried about the Town taking over the bond too early. The applicant needs to maintain it thru September 2016, making sure that all the replanting is done, etc. If the Town jumps in in August, then the applicant could say, 'you've got my \$70,000 and I'm leaving'. Then it's all the Town's responsibility to do that. She thinks it is in the best interest to say we are going to make the applicant do it. If at the end he doesn't, then we can still take it over but it puts all of that maintenance and all of that attrition replanting in the applicant's court and it doesn't become the Town's planting issue. B. Duffney questions doing a percentage – 80 or 90% to be planted in the spring and the other 10% in the fall. T. Yasenchak states that what C. Baker mentioned about an applicant being able to come and ask the Town Board that they have done a certain percentage and request a reduction in the bond. It is in the applicant's best interest because it is going to cost him more to hold that bond longer. The Town Board would talk to the Code Enforcement Official or the Town Engineer to make sure that that percentage has been completed before making a decision to reduce. C. Baker states that the fact that there is going to be a bond posted is really taking care of all of that issue. B. Duffney asks if we have to set a date for the total completion of the replanting. C. Baker states that we have discussed that. T. Smith states that he can put that in the review schedule. The Board feels this has been covered. S. Weeks states that under managed scenic buffers, he would suggest that after the first sentence "Managed by OSR homeowner's association for maintaining scenic views", adding the sentence "to remain forested with only larger trees to be cut to improve scenic views" then continue with "Not more than 60% per acre of trees in excess of 12 inches in diameter at 4.5 feet above the ground may be cut over a 10 year period. No cutting allowed in this area until the HOA is established." He feels that we

March 31, 2015

need to have that one more sentence indicating that it is expected to remain forested except for the larger trees. Board concurs and J. Witt states that he will make that change. C. Baker states that as far as map revisions go, at the last meeting the SCI section was discussed to be added to the plan and he does not see it on the map. C. Baker states that there was a series of notes associated with it. T. Smith states that he will check. R. Roeckle suggests adding the target dates to the plan also – September 2015 – review; October 2015 - replanting; 2016 – review. J. Witt states that those will also be added. T. Smith states that D. Wheeler had replaced the SCI note with the circular diagram on the third page. He will talk with D. Wheeler about having both on the plan. D. Wheeler was trying to make a less awkward note by doing a visual diagram. C. Baker states in summary that he sees potentially 3 contingencies – adding the language we just talked about; getting approval of the bond from the Town Board; prior to any of the work being completed the applicant to make sure that the erosion and sediment control plan is installed and in place before they start disturbing any of the soils. Revising the SWPPP is discussed. C. Baker states that there is one other contingency - an executive summary with the dates, etc. as discussed. T. Yasenchak asks if the Board members feel that since we have a revised SWPPP and a SWPPP is in place, that we do not have any additional environmental issues that we need to look at. Discussion takes place as to whether this be considered a site plan review and how to word a decision.

RESOLUTION – J. Witt, Major Subdivision Amendment

MOTION: B. Duffney

SECOND: M. Gyarmathy

RESOLVED, that the Planning Board grants approval to John Witt for lands at Old Stone Ridge Homeowner's Association, TM#164.-1-82.1, approving an amendment to the original subdivision approval to add reforestation and landscaping plan details, with the following contingencies:

- **Addition of an executive summary outlining specific dates discussed as follows: September 2015 – review; October 2015 – replanted as necessary; and then once again reviewed and observed no later than September 2016**
- **Notes from Cornell Cooperative Extension and Mandy's Spring Nursery regarding the SCI note, Typical Detail Section (note #2), in addition to notes 3 and 4 to be added to the plans**
- **Definition of the Managed Scenic Buffer as discussed and provided to J. Witt be added to the plan pages 1 and 2**
- **Bond to be put into place in an amount as reviewed and approved by the Town Engineer, the language to be reviewed and approved by the Town Attorney and Town Board per the Town's standard bond procedure**
- **Correct erosion and control measures and SWPPP be in place and to be followed appropriately**

VOTE: Ayes: Duffney, Gyarmathy, Roeckle, Yasenchak, Weeks

Noes: None

Absent: Bokus, Streit, Siragusa

DISCUSSION

S. Weeks states that when an applicant is making a presentation, tonight was a good example, often the audience cannot see what they are talking about. Discussion takes place regarding requesting a modification to the bulletin board to add a shelf and some type of clips to hold material. T. Yasenchak states that not a lot of other towns have anything better. The only thing is when someone can bring in an electronic copy and project it.

March 31, 2015

Meeting adjourned 8:44 p.m., all members in favor.

Respectfully submitted,

Rosamaria Rowland
Secretary

DRAFT