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CITY OF WATERTOWN
ZONING BOARD OF APPEALS
DECEMBER 16, 2020

1 ZONING BOARD:

2 SAMUEL S. THOMAS, Chairman

PATRICK HICKEY

3 ALLISON CROSSMAN

BENJAMIN GRASS

4 CHRISTINE FILIPELLI

5 ALSO PRESENT:

CHRISTINA STONE, CITY ATTORNEY

6 GEOFF URDA, PLANNER

MICHAEL DEMARCO, PLANNER

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1 MR. THOMAS: I'd like to call the Zoning
2 Board of Appeals meeting to order at 7:05 PM.
3 I shall conduct roll call. Please respond by
4 answering here. Allison Crossman.

5 MS. CROSSMAN: Here.

6 MR. THOMAS: Patrick Hickey.

7 MR. HICKEY: Here.

8 MR. THOMAS: Christine Filippelli?

9 MS. FILIPPELLI: Here.

10 MR. THOMAS: Ben Grass?

11 MR. GRASS: Here.

12 MR. THOMAS: I, Samuel Thomas,
13 chairperson is present. Also let the record
14 show that Christina Stone, city attorney, is
15 present along with Michael DeMarco, city
16 planner and Geoffrey Urda, city planner is also
17 here.

18 MR. HICKEY: Is Mike Lumbis?

19 MR. THOMAS: Is Mike with us?

20 MR. URDA: I don't think is monitoring
21 his computer at all. I only think he's active
22 to host the Go To Meeting.

23 MR. THOMAS: Mike Lumbis is in cyberland.

1 I'd like to take a moment to read the notice of
2 public hearing request for variance of the
3 zoning ordinance of the City of Watertown.

4 "Notice is hereby given that the Zoning Board
5 of Appeals of the City of Watertown, New York
6 will meet on Wednesday, December 16th, 2020,
7 at 7~PM in the city council chambers on the 3rd
8 floor of city hall for the purpose of hearing
9 two variance requests.

10 "Variance request No. 563 and No. 564 are
11 for the property located at 1222 Arsenal
12 Street, being parcel number 8-53-121.000
13 submitted by Stateway Plaza Wine and Liquor,
14 LLC and variance request no. 563 is to allow
15 multiple free-standing signs on a single parcel
16 and to allow the building sign to extend above
17 the roof line or parapet. Variance request 564
18 is to increase the maximum allowed sign surface
19 area.

20 "All those interested may appear and be
21 heard on the subject. This will be a hybrid in
22 person virtual meeting with the option to
23 participant remotely using the online

1 teleconferencing platform Go To Meeting or
2 attend at city hall. If you wish to attend
3 virtually, please contact the planning
4 department at (315)785-7741 or
5 planning@watertown-newyork.gov no later than
6 4 PM today and city staff will email a
7 personalized invitation instructions in advance
8 of the meeting that will allow access to the
9 virtual meeting room. If you wish to attend in
10 person please note that all visitors to city
11 hall will need to sign in upon arrival and wear
12 a mask at all times while in the building.

13 "Copies of the proposal are available for
14 public inspection and copying by contacting the
15 planning department at the phone number or
16 e-mail above. In addition, the public may
17 submit comments prior to the hearing by U.S.
18 Mail to the City of Watertown Planning and
19 Community Development Department, 245
20 Washington Street, Room 304 or by e-mail to
21 planning@watertown-newyork.gov and any
22 comments received will be appended to the
23 hearing record. Dated December 8th, 2020,

1 Geoffrey Urda, planner."

2 Items on the agenda as stated in the
3 notice are, first, we are going to be
4 discussing case No. 563 use variance to allow
5 multiple free-standing signs on a single parcel
6 and to allow building sign to extend above the
7 roofline or the parapet. So we will try -- we
8 need to keep these variances separate in our
9 discussion.

10 I do understand there may be an overlap
11 as we begin to address the request. I would
12 ask that the applicant please approach the
13 board and state your name and address for the
14 record, please.

15 MR. URDA: You will be able to stay
16 there. You have to push the button on your
17 microphone. The little green light comes on
18 that you means your mic is active.

19 MR. WEISIGER: It's on. Can you hear me?
20 Glenn Wesiger. The last name is spelled
21 W-E-I-S-I-G-E-R. First name is Glenn, with two
22 Ns. I'm from Manlius, New York. 4615
23 Hartsfield Place.

1 This area in use variance application is
2 in response to a telephone conversation I had
3 on November 19th, 2020, with Karen Meuneir.
4 It's responding to her letter and phone
5 conversation.

6 Stateway Plaza Wine And Liquor L.L.C. is
7 currently seeking an area and use variance
8 application of the sign approval at Stateway
9 Plaza Shopping Center. The following lists all
10 hardships that we seek to have approved:

11 Number one, the applicant will not make
12 enough money or return to support the business.

13 Number two, the signage that we are
14 proposing for our store is already placed as a
15 pylon sign in front of the store. It's already
16 erected. And above the store -- to the sign
17 above the store, it's already erected and
18 shopping center pylon which is approved.

19 Number three, the requested use variance
20 will not alter the esthetic looks of the
21 property.

22 Number four, the alleged hardship, the
23 sign that was fabricated by Rite Aid Liquors,

1 it was made by them and not fabricated by the
2 applicant.

3 Number five, the space we're proposing to
4 lease is setback in the shopping center. No
5 one can see it.

6 Number six, under the current law we're
7 asking for the more signage square feet and a
8 rooftop sign.

9 Number seven, the lease is subject to and
10 contingent upon the tenant getting all
11 approvals of the proposed signage. We haven't
12 signed the lease.

13 Number eight, the former tenant Rite Aid
14 Liquors used the signs that we desire.

15 Number nine, attached to the sign we ask
16 for the approval the sign they sent in.

17 An aside note number ten, the sign on the
18 Arsenal Street near Goodyear, we stopped on
19 that.

20 I listed all the hardships.

21 Do you want to say anything, Jim?

22 MR. MALONE: See what they have to say.

23 MR. THOMAS: I'll start by saying proving

1 a use variance is a difficult hardship. One
2 has to prove that they cannot yield a
3 reasonable return from the use permitted by
4 zoning. In other words, that would be for the
5 free-standing sign and what you're looking for
6 too in the parapet piece.

7 I guess in trying to understand this, it
8 would be hard for you to prove those dollars
9 and cents figures because you have not been in
10 that place of business demonstrating that you
11 have not had -- you don't have a reasonable
12 return because of the income generated by being
13 in that particular spot.

14 Before I get started there, I need to ask
15 is this a chain store liquor store?

16 JIM JIM: New York only allows one New
17 York store, one store.

18 MR. THOMAS: Okay. But is this store in
19 other locations?

20 JIM JIM: No.

21 MR. URDA: If you could make an effort to
22 use your mics for the three board members at
23 home.

1 MR. HICKEY: I have a question. You just
2 mentioned that one of the signs that you were
3 not asking for any variance because of none
4 use. It's the rooftop sign you want.

5 MR. WEISIGER: Yes.

6 MR. HICKEY: Front free-standing sign you
7 still want?

8 MR. WEISIGER: Yes.

9 MR. HICKEY: Do you still want the
10 Stateway Plaza pylon sign?

11 MR. WEISIGER: Yes.

12 MR. HICKEY: Did you still want --

13 MR. WEISIGER: Yes.

14 MR. HICKEY: What was your problem for
15 number 10?

16 MR. WEISIGER: The number four sign I
17 gave up on. The Rite Aid sign they had under
18 Good Year on Arsenal Street.

19 MR. HICKEY: That was a separate thing.

20 MR. URDA: Mr. Hickey, I can shed a
21 little light. The previous occupant of the
22 storefront did have a sign on Good Year
23 property on Arsenal Street. The very first

1 entrance to Stateway Plaza when it first opened
2 was not from Western Boulevard. It was from
3 Commerce Park Drive in front of Good Year. And
4 there still is a grandfather Stateway Plaza
5 sign on the property they initially requested a
6 fourth sign on, they've since withdrawn that
7 request.

8 MR. HICKEY: Thank you.

9 MR. THOMAS: So your proposed signage is
10 174.8 square feet and it's my understanding
11 that you're eligible for 122 square feet. So
12 that is significantly greater, as you know,
13 than what is allowed on this particular parcel.

14 MR. WEISIGER: I think 43% or 42-point
15 something percent.

16 MR. URDA: 43.3%

17 MR. THOMAS: I mean some of the
18 signage -- I understand the need for the
19 Stateway Plaza pylon sign. Obviously, you're
20 entitled to that. And it provides that
21 identification that you're located in the
22 plaza, but I think when I look at the rooftop
23 sign and the front free-standing sign I think

1 that appears to be redundancy.

2 MR. WEISIGER: The space we're proposing
3 to lease is set back in the center. People
4 can't drive in, they wouldn't see it.

5 MR. THOMAS: But there are several other
6 businesses located in the plaza that are not --

7 MR. WEISIGER: Not set back like us.

8 MR. URDA: I believe what the applicant
9 means is not that it's set back far away from
10 Arsenal Street, but that the actual building
11 face is set back several feet from where other
12 storefront building faces are in the building;
13 am I correct in that?

14 MR. WEISIGER: Yes, you are.

15 MR. THOMAS: Well, knowing that you are
16 coming to this meeting this evening and that
17 you're asking for a significant piece of
18 signage, have you considered areas of that you
19 could reduce? I mean I think we first have to
20 take a look at the use variance for the front
21 free-standing sign. That's significant and
22 difficult to prove. Under a use variance if
23 one of those stipulations are not adequately

1 met; it could be the dollar and cents piece,
2 uniqueness, the character of the neighborhood.
3 If one of those pieces are not met, the Zoning
4 Board of Appeals is not at liberty to grant
5 that variance. As I said earlier, I believe
6 with dollars and cents figure not yielding a
7 reasonable returns hasn't been proven because
8 the business has not opened, but you're saying
9 we are not going to open unless we get this
10 signage, it would be self-defeating.

11 MR. WEISIGER: Yes.

12 MR. THOMAS: Other questions from the
13 board members?

14 (No response from the board.)

15 MR. THOMAS: I have served on this board
16 for many years, I should say, and we have
17 been -- I feel that our sign ordinance as it
18 stands, we do allow for some variance, but at
19 the same time we do try to hold to how the
20 variance is written, because the maximum amount
21 of square feet based on linear, if you're
22 looking at times two, you can go upward of 200
23 square feet which is quite substantial,

1 especially when you are looking at other
2 communities. I understand your concern about
3 where you're locating.

4 What was your -- I guess what was your
5 intention or motivation for wanting to locate
6 in that plaza, because it is set back from the
7 road? There are many places in the city that
8 have road side frontage and empty business
9 retail space.

10 MR. WEISIGER: The sales that Rite Aid
11 Liquors did.

12 MR. THOMAS: So you're looking at their
13 sales?

14 MR. WEISIGER: Yes.

15 MR. THOMAS: I assume that you would
16 achieve the same thing?

17 MR. WEISIGER: Yes.

18 MR. THOMAS: I was thinking about this
19 too and it would appear to me that one in need
20 of your product that would be perhaps
21 destination based upon what you have to offer.

22 MR. WEISIGER: The build out is
23 substantial. The build out is substantial.

1 MR. THOMAS: I'm sorry, I can't hear you.

2 MR. WEISIGER: The build out of the space
3 that they did is substantial.

4 MR. THOMAS: Will you have other forms of
5 advertising such as fliers?

6 MR. WEISIGER: Newspaper, billboard.

7 MR. THOMAS: Billboarding in this area is
8 quite substantial and significant and other
9 areas it's not allowed, but it is here.

10 MR. WEISIGER: When you get off the
11 highway, the person wouldn't see it. He has to
12 get directions.

13 MR. THOMAS: But that second
14 free-standing sign, you're getting off the
15 highway on Arsenal Street, it's not visible. I
16 have been in that plaza many times it's not a
17 -- the free-standing sign that you are looking
18 for in front of that business has been there
19 quite some time is not extremely visible from
20 Arsenal Street.

21 MR. WEISIGER: Yeah.

22 MR. THOMAS: So if one knows that your
23 business is there, I don't consider it shocking

1 there is an impulse kind of -- looking for
2 it -- not impulse buying. I would think it
3 would be a destination oriented.

4 MR. WEISIGER: Uh-huh.

5 MR. URDA: Jim.

6 MR. MALONE: I'm Jim Malone, M-A-L-O-N-E.
7 I think there will be some impulse buying
8 because the front of the shopping center had
9 been built out more. You have Starbucks and
10 Dunkin Donuts and people that just come in and
11 drive by the front of that building and they
12 might be able to glimpse those other signs that
13 we're requesting. I feel that's important that
14 we are not coming in asking for variances to
15 build new signs and put up new signs. These
16 are existing signs that have been there for 40
17 years. We are looking to use them and help us,
18 you know, generate revenue so that we can
19 generate tax revenue for the town too. We are
20 looking for a win win here. We want us to make
21 money. We want to pay taxes to you guys and
22 hopefully you will see fit that we are not
23 coming in asking because we are going to build

1 these signs and we want do so something new.
2 It's something that's been in existence for
3 years and I think that's important to consider.
4 Thank you.

5 MR. THOMAS: At the same time, with that
6 build out in the plaza there is increased
7 traffic which is an advantage for the volume of
8 potential customers in one any one of those
9 business?

10 MS. STONE: Can I add something?

11 MR. THOMAS: Sure.

12 MS. STONE: I just wanted to discuss a
13 little bit about a point that they set forth on
14 the November 20th letter. The first thing is
15 the applicant will not make enough money to
16 support the business. I mean a lot of these
17 statements are conclusionary statements. You
18 need to provide proof how you're not going to
19 make enough money to support the business.

20 The fact that the signs may already be
21 there, that's just, I guess, luck because Rite
22 Aid terminated their business back in February
23 and I think the pandemic hit, so otherwise the

1 City would have been requesting that either the
2 tenant or the owner of the plaza remove those
3 signs. You don't get the grandfather status of
4 these previous signs.

5 So really you are looking and the board
6 should be looking at these as new signs, not
7 existing signs. Otherwise, you know, because
8 of the pandemic I think -- and the fact that
9 the City has been otherwise occupied with busy
10 with other issues dealing with a pandemic,
11 those codes would have required that those
12 signs be extracted and taken down. So I think
13 the board should look hard at this and that the
14 applicant needs to provide a little more proof
15 as to what their alleging in their statement of
16 November 20th.

17 MR. THOMAS: Questions?

18 MR. MALONE: Yes. Well, the lease is
19 contingent upon us having those signs. We
20 wouldn't have any revenue, so we wouldn't have
21 the lease.

22 MS. STONE: But that's not proof. That's
23 what you're contingency is. You were smart

1 enough to put that in as a contingency before
2 you entered into the lease agreement that you
3 had to get your signs, but that's not dollars
4 and cents proof that without the sign would you
5 make less money.

6 I mean I have lived in Watertown all my
7 life and I know there's been up -- for decades
8 and decades there's been a liquor store there.
9 It was Fay's Liquors and then it was Rite Aid.
10 So people from the area know when you say the
11 former Rite Aid liquor store where that is. So
12 I think Mr. Thomas is correct that going to a
13 liquor store usually is a destination place.
14 You will have the occasional shopper that's
15 maybe staying at the hotel or they're at a
16 restaurant and say I'm going to stop by the
17 liquor store to pick up my wine or whatever for
18 the weekend, but those are just my comments.

19 MR. THOMAS: That's the evidence that is
20 needed for a use variance. The dollars and
21 cents figures have to be proven. To me it
22 appears that there's a reverse piece here that
23 we'll sign the lease if we get the signage, but

1 that's not how the law reads. That would be a
2 concern of mine.

3 How long -- we had a discussion. How
4 long was that second free-standing sign been in
5 place.

6 MR. URDA: I reached out to code
7 enforcement this morning. They could not give
8 me a concrete date. Ms. Meuneir that gave me a
9 theoretical date of 1968, but she couldn't find
10 any proof of that today.

11 I will add because this needs county
12 review, the Z B.A. can't vote tonight anyway.
13 This gives her an extra four weeks to confirm
14 that 1968 date. That was -- when I spoke with
15 her this morning that was her -- that was her
16 opinion. Not opinion. That was her guess.
17 That's a bad word too.

18 MR. THOMAS: It's more information that
19 we have here, but I just -- you know, in
20 thinking about that it appears that it probably
21 was in place upon the construction of that
22 plaza, which if I can recall -- I've lived here
23 for most of my life -- it's the 1960s that it

1 probably went into place. It's just a piece of
2 information, in my opinion, it shouldn't carry
3 weight in the determination of a second
4 free-standing sign.

5 You know we did talk about -- I spoke
6 with Mr. Urda, but I guess at this point in
7 time there's -- the pylon sign in the front
8 you're only given a certain amount of square
9 footage and it's probably been a very long time
10 according to the applicant since that looked at
11 and reviewed and amended, but I think in this
12 case people are wondering about that, that will
13 take a long time. Probably out of our
14 timeframe of our zoning board request for
15 variance.

16 MR. URDA: Correct. When speaking with
17 the city code enforcement supervisor, she told
18 me that the property owners, who are two
19 gentlemen based in Montreal, have a very, very
20 old sign plan in place, but as far as she is
21 concerned the plaza's master sign plan is so
22 old it really holds no value to code
23 enforcement in terms of making sign

1 determination now and that without it updating
2 it she basically has to treat the plaza as if
3 it did not have a master sign plan.

4 I should also say that is really the
5 property owner's -- the plaza owner's, not
6 necessarily the applicants, but the plaza owner
7 really bears the responsibility for a master
8 sign plan if they want to establish one for the
9 benefits of their tenants.

10 MR. THOMAS: Thank you. I think we
11 should take this, break this apart a bit and
12 start with that rooftop sign which extends
13 beyond the parapet, which is not legal because
14 it's going beyond the parapet. It would be
15 like the wall got extended above the roof line.
16 And you're looking at 110 square feet, I mean
17 if that were brought down, what would be the
18 exact dimension for the piece that would extend
19 at the top of parapet?

20 MR. URDA: The square footage in this
21 case is really irrelevant. It's basically the
22 use itself. The only way I can describe it is
23 visually. I'm going to get off, so I will have

1 to stop talking, but if the entire sign was
2 below the roof line it would be legal. So if
3 Ms. Stone's desk were the building and the top
4 of her desk were the roof -- the folks at home
5 won't be able to hear me any more -- if --
6 Mike, can you swing the camera to me very
7 quickly.

8 If the sign is like this, on top above
9 the roof line then it's illegal. But if it's
10 like this (indicating) then it is in front and
11 it's completely legal. It's once the sign
12 extends over the roof line like this
13 (indicating) then it becomes illegal and that
14 is what the use variance grants. Thank you,
15 Chris. Thanks, Mike.

16 MR. THOMAS: So is it possible to drop
17 that sign below the roof line or at the roof
18 line and below to still gain what your need?

19 MR. URDA: That's a question for the
20 applicants. I believe the picture Mr. Malone
21 has. That you have as well.

22 MR. MALONE: Do they have it? Back to
23 your question, I assume yes. If we dropped it

1 to be below the roof line it would still hold
2 its purpose to catch the set back of the store.
3 It would just be at additional expense to us
4 since this is already free standing there.

5 MR. THOMAS: So you would drop it below
6 that roof line and still maintain 110 square
7 feet.

8 MR. WEISIGER: Yes.

9 MR. THOMAS: Would the signs be lit?

10 MR. WEISIGER: Yes.

11 MR. THOMAS: Okay. You are entitled
12 to -- let's subtract that out of the equation.
13 I guess we are going between area and use
14 variance but to try to understand the entire
15 application, a maximum sign surface of 122
16 square feet, so you know if the free-standing
17 sign is not granted and you decided to do a
18 rooftop sign below the parapet so it is legal,
19 then it leaves you less square feet for that
20 pylon sign in the front if my math is correct.

21 MR. URDA: Very quickly, Chairperson.
22 The photo I just brought around you should have
23 it in your applicant packet as part of the

1 application packet the applicant submitted.
2 It's toward the back. It's the last thing
3 before the SEQR form.

4 MS. STONE: Three different pages with
5 the sign. One above the parapet, one the
6 free-standing and one is the pylon. I think
7 the applicant had it all in one.

8 MR. URDA: Everyone at home should have
9 it too.

10 MR. THOMAS: What are other members of
11 the board thinking at this point in time. I
12 would like to hear members' opinions.

13 MR. HICKEY: As far as my opinion, if we
14 were able to negotiate that rooftop sign back
15 below the roof line, I think that would aid us
16 immensely in this particular variance, the use
17 variance. This would bring us more in line
18 with the code requirements and I don't perceive
19 that that would be -- I think that would cause
20 a major problem.

21 The roof sign as it is appears to be
22 other than non brand new clause and if we were
23 to look at this as a brand new sign we

1 certainly would reflect a large square foot
2 over what's allowed. So if that is something
3 that the applicant can consider as a reduction.

4 MR. URDA: Mr. Hickey, sorry to
5 interrupt. I understand the sign being above
6 the roof line and the square footage two
7 different variances that you should really
8 consider separately. The sign being above the
9 roof line is the use variance regardless of its
10 square footage and then the total amount of
11 signage being over the 122 is an area variance
12 so as the board members you should consider
13 those separately.

14 MS. STONE: I want to reiterate the only
15 allowable sign under our code is the pylon sign
16 at this point because the other two are not
17 allowed and that's why they need the use
18 variance because it's a change in use.

19 MR. THOMAS: So to getting back to the
20 use variance sign above the roof that is
21 presently there. You would be willing to drop
22 that to the roof piece, this section, the
23 section at the roof line and above?

1 MR. WEISIGER: Yes. Yes.

2 MR. THOMAS: Okay. Would that still be
3 110 square feet because -- perhaps it's, you
4 know, this (indicating) seem larger than this
5 (indicating), but...

6 MR. WEISIGER: It would be 100 square
7 feet.

8 MR. THOMAS: One hundred square feet.

9 MR. WEISIGER: It's a guesstimate.

10 MR. MALONE: Yeah, it would be
11 reconfigured so it would be a guesstimate at
12 this point.

13 MR. THOMAS: All right. This is just a
14 question perhaps I was -- maybe I was
15 misreading things, but if there's -- let's say
16 the parapet sign were damaged. Can they be
17 repaired or are or they discontinued?

18 MR. URDA: They can be repaired. If it's
19 damaged in a snowstorm, for example, and
20 collapses, code enforcement would classify that
21 as an act of God and they would grant the
22 applicant, they would be entitled to replace
23 what was there.

1 MR. THOMAS: So you're willing to
2 eliminate the rooftop sign. And the
3 Stateway -- just so I understand this, the
4 blank place in the Stateway Plaza sign in lower
5 right-hand corner would be the potential street
6 sign that you could utilize?

7 MR. MALONE: Yes, correct.

8 MR. THOMAS: So this leaves us again, we
9 are back to -- we have been through this many
10 times with other applicants, this use variance
11 for the front free-standing sign. And again,
12 we said several times this evening, the
13 challenge with this is proving dollars and
14 cents figures that you're not yielding a
15 reasonable return from the business because of
16 lack of that particular signage.

17 I would ask the board member to please
18 keep this in mind. The test for use variance
19 is very difficult to approve unless we are have
20 a very atypical situation. I don't feel this
21 is one of them.

22 MR. URDA: Do any board members at home
23 want to make a comment or question?

1 MR. GRASS: So when I drove through the
2 parking lot and I kind of sat around in there a
3 little bit in there today am I correct actually
4 over the actual rooftop of the area where the
5 liquor store would go?

6 MR. URDA: Can you elaborate on your
7 question? This is, Jeff.

8 MR. MALONE: He's correct.

9 MR. WEISIGER: It's to the right, a
10 little to the right and above.

11 MR. GRASS: Okay. I mean just as me
12 looking at that plaza as a whole there's quite
13 a few businesses in there that are really
14 tucked in and have very little, if any at all,
15 you know, exposure and things just because of
16 the way they're situated in the corners like
17 the child care center, the nutrition store and
18 the Indian food restaurant. I was watching
19 people go in and out of those businesses for
20 the time that I was sitting there today and
21 with it being a longstanding liquor store, I
22 don't see how allowing the sign is going to
23 bring that much more revenue to the store.

1 MR. MALONE: All those stores you had
2 mentioned were in the front of the plaza that's
3 well traveled up there by Moe's and that
4 section in between Ollie's. Our is set back.
5 It's the last store in the row of the shopping
6 center and it is set back. So you know unless
7 you drive over there you might not know it's
8 there.

9 MR. GRASS: I don't disagree with that,
10 sir. I think with the added traffic that now
11 goes through Western Boulevard since that road
12 has been redone that area gets a lot more
13 exposure because a lot more traffic comes from
14 the opposite direction to the roundabout. So
15 maybe the signage should be on the side of the
16 building facing the other direction would get
17 more exposure than what is attempted to be
18 asked for here today.

19 MR. MALONE: Like I said, we are only
20 asking for these, because they're existing. If
21 we were looking to ask for our own signs above
22 the rooftop, yeah on the other side might be
23 the good suggestion. Our only point was to

1 take advantage of the existing signs that are
2 here.

3 MR. GRASS: I see. I don't have anymore
4 question at this time.

5 MR. THOMAS: Mr. Urda, if signage were
6 placed on the side of the building, would that
7 be -- would that be considered, of course,
8 you're allowed a certain amount of signage, you
9 can either go to the side or the front. You
10 can place it where you want. But say you had
11 it on the front and the side would that be
12 considered still a use variance?

13 MR. URDA: No, it would be not be a use
14 variance if it were attached to the side of the
15 building. If they were over 122 square feet
16 total, they still need an area variance. In a
17 scenario where they would drop the one in front
18 like they said they would and then instead of
19 the free-standing sign, they put a sign on the
20 side of the building, then you would no longer
21 be a use variance. You would be looking at an
22 area variance at that point.

23 MR. THOMAS: Something to take into

1 consideration. There are times that although
2 you are allowed 122 square feet of signage, the
3 board could consider -- not substantial
4 amount -- but could consider an increased
5 amount. If that's something you want to think
6 about in reference to your request.

7 MR. URDA: Ms. Filippelli.

8 MS. FILIPPELLI: Hi, this is Christin. I
9 was wondering, gentlemen, if you could share
10 with the board what a sign like that would cost
11 if you were to put it up yourself, so they have
12 some idea of why your deciding to reuse
13 something instead of replacing it. Do have any
14 of those numbers by off chance.

15 MR. WEISIGER: I don't know. I'll send
16 it to you after the meeting.

17 MS. FILIPPELLI: I think that would be a
18 good idea for everybody to have some idea of
19 how much these signs actually cost. I think
20 sometimes we would think it's a great sign,
21 whatever. We don't realize that those are
22 \$20,000. So I think that is something that
23 maybe we can look into and maybe make the board

1 feel a little better about your recycling
2 efforts.

3 MR. WEISIGER: Okay.

4 MS. FILIPPELLI: Okay.

5 MR. URDA: You wouldn't necessarily need
6 to get us that tomorrow as long as there was
7 enough time to get it to the board members
8 before the January meeting.

9 MS. STONE: I just want to remind the
10 board members that just because there is a sign
11 frame there, does not mean it's a recycled
12 sign. I mean really, as I said before, this --
13 the free-standing sign and the sign on the
14 parapet should have been removed by either the
15 tenant or the owner after the business ceased.
16 So I guess I don't want other businesses to say
17 they got their free-standing sign, I would like
18 a free-standing sign in front of my business in
19 the plaza. I think you want to make sure that
20 they meet the criteria for a use variance
21 because it's different use of the property and
22 we should not consider the fact that there's
23 already a frame for a free-standing sign and

1 the one on the parapet. Those items should
2 have been removed by the tenant or the owner
3 back in February. I think they just -- code
4 has been overwhelmed with other matters and
5 this is done -- in a pile of things that they
6 need to have done, so I want to reiterate that
7 to the board.

8 MR. THOMAS: Thank you.

9 MR. URDA: Christin, go ahead.

10 MS. FILIPPELLI: Just really one other
11 questions that goes -- have we had anyone else
12 in the Stateway Plaza ask for a sign where they
13 did have a sign, to your point, Ms. Stone?
14 Have we ever had -- I'm just curious. I
15 honestly don't know. I'm just wondering if
16 that's a question before.

17 MR. URDA: That's yes and no. Not on the
18 Stateway Plaza parcel itself that is owned by
19 the gentleman from Montreal. However, the
20 Fairfield Inn that's immediately north of that
21 did seek a sign variance in 2012. I can't
22 remember off the top of my head what the
23 decision was. The basis of that request was

1 all the area to the west of Western Boulevard,
2 between Western Boulevard and Interstate 81 is
3 zoned planned development district and the main
4 purpose of the planned development district was
5 signage that would be visible on 81 and the
6 Fairfield Inn application in 2012 because east
7 of Western Boulevard towards the city is zoned
8 commercial, 200 square foot limit. The
9 Fairfield Inn basically brought the argument
10 that the hotels in PVD were getting extra
11 signage and the Fairfield Inn wasn't, but I
12 don't remember the outcome of that application.
13 And I don't know, Ms. Stone, if you think the
14 area application is supposed to stand on its
15 own merit and decisions are not necessarily
16 precedent.

17 But to answer to your question,
18 Ms. Filippelli, there was a sign variance in
19 that area within the last decade just to the
20 north of where this application is. I can
21 obviously look up the result and I could find
22 minutes from that meeting and give it to the
23 board members if it helps.

1 MR. THOMAS: I think that as board
2 members as far as the second free-standing
3 sign, it doesn't hold strong merit here. I
4 agree that the sign should have been removed by
5 the previous tenant. Unfortunately, in this
6 city it doesn't always happen. There are
7 several business that have left and signage or
8 frames of signs are still present. That is
9 something that is obviously a code enforcement
10 issue. It could be confusing to somebody who
11 wants to apply for the new business and I
12 understand that. Hopefully, that will be
13 amended when -- since the codes are going
14 through -- that business is finished the
15 signage needs to go.

16 MR. URDA: That's in the code now. It's
17 just as Ms. Stone said, 10 months have gone by
18 and they're still there. That is in the code
19 now. As she said, it's a matter of code
20 enforcement manpower.

21 MR. THOMAS: But it's not always
22 enforced. So I think we meet again on the
23 third Wednesday of the month, which brings that

1 to January 20th. If the applicants would
2 like to consider some of the pieces that we
3 discussed this evening. I would suggest think
4 of terms of minus the free-standing sign and
5 what you have to work with and what you would
6 propose perhaps in the area variance request
7 and look at that and meet again and keep this
8 public hearing open until we can come to some
9 consensus that -- appropriate signage allowable
10 on the plaza.

11 MR. URDA: Do any board members have
12 information requests of the applicants? We
13 have Ms. Filippelli asked for the cost of
14 the -- Allison, I see you.

15 MR. THOMAS: Allison, you may pose a
16 question or comment.

17 MS. CROSSMAN: Hi, this is Allison. I
18 have a zoning question actually. We typically
19 look at signage requests that are branded for
20 the business, but do signs that are directional
21 count against the maximum square footage for
22 signs for business? So for example, if they
23 were to eliminate the rooftop sign where it's

1 right now, but put a directional sign on the --
2 maybe on the wall of the structure below it
3 that said liquor store and an arrow, but didn't
4 have their business name on it, would that
5 count against the maximum square footage for
6 them?

7 MR. URDA: I was all set to answer no and
8 the way you described it though I think code
9 enforcement would consider it advertising
10 still. Directional signage does not count
11 against the limit, but code enforcement defines
12 directional signage, think of Samaritan Medical
13 Center campus where it simply says something
14 like "parking" this way or "lab" this way
15 "emergency room" this way with arrows. As long
16 as they don't contain the Samaritan Medical
17 Center logo, code enforcement considers all
18 that directional. You know even "exit" this
19 way. Samaritan has a lot of signage on the
20 hospital campus that is considered directional.
21 Does not count against their limit. But if you
22 were -- the situation you described I think
23 still would count as advertising signage

1 because it has liquor store on it which is the
2 main business use.

3 MS. CROSSMAN: Thank you.

4 MR. THOMAS: There was a master plan
5 signage for Samaritan that was approved really
6 greater than five years ago, because of the
7 size of the campus and the number of buildings
8 involved, and you are correct, many of those
9 signs were "Enter" or "Exit, directional in
10 nature.

11 MR. URDA: What I was saying a few
12 moments ago for the benefit of the applicant's
13 information, board members would like them to
14 have ready for the next meeting,
15 Ms. Filippelli, they should have ready the cost
16 of a new sign if they wanted one to replace the
17 free-standing ones they were no longer allowed
18 to have it, how much would cost for them to
19 erect a new sign on the side of the building.
20 Are there any other pieces of information that
21 board members would like from the applicant?
22 Not from staff or codes, but from the
23 applicant?

1 MR. THOMAS: What we normally are
2 provided are is a clear package to present
3 exactly what you want, number of square feet
4 that you're looking at, with, you know, we're
5 eliminating my understanding that parapet sign
6 would be a roof sign. And perhaps you might
7 consider a side wall sign and then of course
8 have you the pylon piece was.

9 MR. URDA: I don't believe they were
10 proposing to eliminate it. They were proposing
11 to move it down.

12 MR. THOMAS: Eliminating the parapet sign
13 and bringing it to the front of the -- that
14 piece there of the roof sign. In looking at
15 that parapet sign I would assume that would be
16 costly to maintain because of wind load and
17 other elements. I just, you know, standing up
18 there in the open space. Just as I look at
19 that, I would be concerned about how that would
20 withstand the test of time.

21 Other pieces of information that you
22 would like to request from the board members?

23 MR. WEISIGER: No.

1 MR. THOMAS: Please, if you have
2 questions about the applications, I would ask
3 that you direct them to Mr. Urda, who will be
4 more than happy to help navigate you through
5 this process. I know it's cumbersome and
6 sometimes challenging, but please understand
7 it's necessary in order that we uphold the
8 codes here in the city.

9 If there are no further questions I would
10 like a motion to keep this public hearing open.

11 MR. HICKEY: Make a motion to keep the
12 public hearing open.

13 MR. THOMAS: A second on the motion?

14 MS. CROSSMAN: I will second the motion.

15 MR. THOMAS: All in favor?

16 (All signaled aye.)

17 MR. THOMAS: Ms. Stone, you have any
18 further comment?

19 MS. STONE: No.

20 MR. THOMAS: A motion to close the
21 meeting.

22 MR. HICKEY: Motion to close.

23 MR. WEISIGER: Thank you all for your

1 time and consideration. I appreciate it.

2 MR. THOMAS: Can I have a second that?

3 I'll second that. All in the favor?

4 (All signaled aye.)

5 (The meeting concluded at 7:57 PM)

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1 STATE OF NEW YORK)

2 COUNTY OF ST. LAWRENCE)

3 I, Mary Elizabeth Burnham, a court reporter in the
4 state of New York, do hereby certify that the foregoing
5 meeting was taken before me, in the cause, at the time
6 and place, as stated in the caption hereto, at Page 1
7 hereof; that the foregoing typewritten transcription of
8 the meeting, consisting of pages number 3 to 1,
9 inclusive, was produced to the best of my ability of
10 said.

11 IN WITNESS WHEREOF, I have hereunto subscribed my
12 name, this the 18th day of January 2021.

13 Mary E. Burnham
14 Mary E. Burnham, Court Reporter

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