

A regular meeting of the Town of Victor Zoning Board of Appeals was held on Tuesday, September 17, 2018 at 7:00 P.M. at the Victor Town Hall, 85 East Main Street, Victor, New York, with the following members present:

PRESENT: Michael Reinhardt, Chairman; Mathew Nearpass, Vice-Chairman; Donna Morley; Scott Harter; Fred Salsburg

OTHERS: Al Benedict, Town of Victor Code Enforcement Officer; Mark Meyer; Dave Cali; Debby Trillaud, Secretary

The meeting was opened, the Flag was saluted, and the Pledge of Allegiance was recited.

APPROVAL OF MINUTES:

On a motion by Scott Harter, seconded by Donna Morley,

RESOLVED that the minutes of September 4, 2018, be approved as submitted:

Michael Reinhardt	Aye
Mathew Nearpass	Aye
Scott Harter	Aye
Donna Morley	Aye
Fred Salsburg	Aye

Approved: 5 Ayes, 0 Nays

PUBLIC HEARING

1. MEYERS RV SUPERSTORES 19-Z-18

6415 Plastermill Road

Meyers RV Superstores is requesting to extend two area variances approved 10/16/17 but were not used by the original applicant. They intend to operate a pre-delivery inspection & repair service in the existing building. §211-8C(5)(a)[1] states that if the use for which the variance was sought is not completed within a year the variance is void, however §211-8C(5)(b) states the ZBA may extend the time within which the use for which the variance was sought begins.

The original area variances approved were the following: Section 211-22A(7)[3][b] states the facility shall be at least 1,000 feet from the boundary of an residentially zoned district while the lot to the south is a residentially zoned district and Section 211-22A(7)[3][c] states that the facility structure must be at least 500 feet from any off-site structures of a residential use

while the lot to the west has a structure within 500 feet. The townhome units to the east are 21.8 feet from the lot line, however there was a previous determination that the 6415 Plastermill Road lot would not be held to that Code. The 6415 Plastermill Road lot is approximately 400 feet deep and approximately 330 feet wide and therefore does not meet the Code requirements.

Mark Meyer of Meyer's RV addressed the Board.

Chairman Reinhardt – Mr. Meyer, you need an extension on two area variances that were approved. What happened here? The original applicant didn't....

Mr. Meyer – David has more history on it than I do, but I believe the original applicant never followed through.

Mr. David Cali, General Manager of Meyer's Finger Lakes RV addressed the Board.

Mr. Cali – He had backed out.

Mr. Nearpass – This is the man from Manchester?

Ms. Trillaud – Yes.

Mr. Meyer – What we are looking to do is create an RV service facility to get the units prepped before they go out for delivery. The majority of what we do is towable stuff, a little bit of motorized, not a ton. The building is suitable for what we need to get things ready, especially with the colder climate coming.

Chairman Reinhardt – His application, what he asked for and his needs, compared to what your needs are, what are they?

Mr. Meyer – I think, if I understood correctly he was working on large trucks consistently. I think our stuff is much lighter than what he was looking at.

Mr. Cali – He was doing mostly repair work, engine repair.

Chairman Reinhardt – I think our concern was that these were larger pieces of equipment and there was an easier access from the thruway and there is a residential area there and the concern was that the trucks really couldn't be hauled in at 3:30 in the morning and worked on. It doesn't sound like this is what is going to happen. This is much milder.

Mr. Meyer – No, this is an 8:00 to 5:00 kind of operation. It's really just for our own people bringing the rigs in and out of there.

Chairman Reinhardt – Is any operation going to happen after 9:00 p.m.? (No) What's the latest you think you'll be operating?

Mr. Meyer – Maybe 7:00 on a busy day but it's typically 5:00 or 6:00 p.m.

Chairman Reinhardt – And the earliest?

Mr. Meyer – 8:00 a.m.

Chairman Reinhardt – Anything you want to add to your application, anything we don't know yet?

Mr. Meyer – There is not a lot of gas and oil type situations with this. It's mostly just prep, which is making sure all the equipment works on it. It's not like we're pulling engines and things like that. It isn't that type of an operation. It's about 40 to 50 coaches at any time to be stored there so they can be worked on; they pull in and get them ready. We typically fill them with water, plug them in, check out all the appliances, make sure everything fires up correctly, fix anything that might be broken in them, clean it and send it out; take it back to the other store.

Chairman Reinhardt – The hours are, you had already said...

Mr. Meyer – Let's call it 8:00-6:00.

Chairman Reinhardt – And the days of the week?

Mr. Meyer – Six days a week.

Chairman Reinhardt – Monday through Saturday?

Mr. Meyer – Yes.

Chairman Reinhardt – And this is primarily for prep and delivery for...

Mr. Meyer – Yes, We call it PD, prep and delivery for RVs.

Chairman Reinhardt – In the original variance..., there are criteria we look at. First, would be the undesirable change that would not be produced. The justification for that variance was there are

no changes being made to the existing property. Is that still accurate? You are not making any changes?

Mr. Meyer – We're not. A door, I think we have to push a door on one side. We have to cut an overhead door in on one side to make an easier access to back into the building. That's the extent of it.

Chairman Reinhardt – The benefit sought can't be achieved by some other method feasible for the applicant to pursue. The justification was the property is already developed and the setbacks are already in place. Nothing is changing, there aren't any additions?

Mr. Meyer – No, the footprint will remain exactly the same.

Chairman Reinhardt – Third being the variance is not substantial. The justification was the building was preexisting on the property and no changes are being made to the property.

Mr. Meyer – That's correct.

Chairman Reinhardt – Fourth, whether or not the proposed variance would have an adverse impact on the physical and environmental conditions and the justification was a preexisting building and the property had buffering. Are you going to change any of the buffering, are you going to add anything?

Mr. Meyer – David has some photos.

Mr. Cali – Just the privacy fence. I know there was a concern with weaving on the fence from the front view.

Chairman Reinhardt – That will come under the purview of the Planning Board. I just want to go through what the original variance was and then the Board will probably ask some questions and fine tune this for you.

Fifth being the alleged difficulty is not self-created. Usually it is self-created. It's relevant but it doesn't necessarily mean it's going to preclude the granting of a variance.

I also want to touch on the County Planning Board. It's a Class 1, so there is no trouble with that.

Ms. Morley – Is this going to be a permanent spot or I heard you are building a building.

Mr. Meyer – We are building down the road, yes, that's correct.

Ms. Morley – So are you going to be going there permanently or is that what you want to do here permanently also?

Mr. Meyer - I think the short term plan is a short term plan. How this facility works out for us and how it works out with you folks could change down the road. Yes, we are going to build another building, but that is not going to happen overnight.

Mr. Nearpass – My question is similar, where are the sales offices?

Mr. Meyer – The sales offices are all over in Farmington. They are at the other store. There will be no sales activity in there at all.

Mr. Nearpass – Mike did a good job asking the questions earlier. I think there is less of an impact then what was previously approved, so I'm in favor of it.

Mr. Harter – I think I understand that you are basically just keeping it the way that it is right now.

Mr. Meyer – The facility, yes, again, the only change that I saw when I walked through the building was just to add a door that you could back in and out of.

Mr. Harter – I agree with Matt, it seems like a lesser use. Less in terms of potential noise and disturbance to neighbors, so I'm OK.

Mr. Salsburg – Mr. Meyer are you just in the process of buying this property now?

Mr. Meyer – We are in the process of leasing the building now. It does have an option to purchase.

Mr. Salsburg – How long would the lease be?

Mr. Meyer – Two years.

Mr. Salsburg – My thought was I wondered if this variance should not run in perpetuity but be provided for this operation alone, with nothing in the future.

Chairman Reinhardt – I don't think that can be an option. It runs with the land. Our question today is whether or not we want to extend the variance. He is under the wire but he does need an extension. It wasn't used the first time and it sounds like what he wants to use the variance for is even less than what the original applicant was asking for to begin with. I think all that it really

needs to show is that he is going to use it within the boundaries of the variance. The other is that he has good reason for why he is asking for the extension. I think he's there.

Mr. Salsburg – Yes, I do too. I'm all set.

Chairman Reinhardt – As a formality, does anyone from the public want to speak for or against the application? (There was no one). Debby, we have nothing that was sent to us for or against? (No). Al, anything else you want to touch on this before we make a decision here?

Mr. Benedict – No, I don't think so.

Chairman Reinhardt – I think what I'd like to do is add a little more, if we could, to the justifications.

The Board discussed the five criteria.

Mr. Benedict – I would just add that in the Code book it says that you are allowed up to two six month extensions.

Chairman Reinhardt – When do you think you can have this up and running, meaning when do you think you are going to be able to use the variance?

Mr. Meyer – As soon as we get permission. We have to go to the Planning Board next.

Chairman Reinhardt – Is six months enough time?

Mr. Meyer – It better be. It needs to be.

Chairman Reinhardt – I think that's our window.

The Board members agreed that the extension would be six months in the resolution.

Mr. Benedict – They would always have the option of coming back and asking for another six months.

Mr. Meyer – That doesn't mean the variance runs out? That's just means the window to get in there, correct?

Chairman Reinhardt – You have to use the variance. Do you have any more questions?

Mr. Meyer – I understand. I have no more questions.

RESOLUTION

WHEREAS, a request for an extension of time to extend two area variances was received by the Secretary of the Zoning Board of Appeals on September 5, 2018 from Dave Cali of Meyer's RV Superstores, 6200 State route 96, Farmington, NY proposing to operate a RV pre-delivery inspection & repair service in the existing building at 6415 Plastermill Road. §211-8C(5)(a)[1] states that if the use for which the variance was sought is not completed within a year the variance is void, however §211-8C(5)(b) states the ZBA may extend the time within which the use for which the variance was sought begins. The original two variances were approved on October 16, 2017, application 20-Z-2017 – Livermore Enterprises.

WHEREAS, the original area variances approved were the following: Section 211-22A(7)[3][b] states the facility shall be at least 1,000 feet from the boundary of an residentially zoned district while the lot to the south is a residentially zoned district and Section 211-22A(7)[3][c] states that the facility structure must be at least 500 feet from any off-site structures of a residential use while the lot to the west has a structure within 500 feet. The townhome units to the east are 21.8 feet from the lot line, however there was a previous determination that the 6415 Plastermill Road lot would not be held to that Code. The 6415 Plastermill Road lot is approximately 400 feet deep and approximately 330 feet wide and therefore does not meet the Code requirements; and

WHEREAS, said application was referred by Al Benedict, Code Enforcement Officer of the Town of Victor on the basis of the extension of variances requested to the Town of Victor Code; and,

WHEREAS, a Public Hearing was duly called for and was published in "The Daily Messenger" on September 9, 2018 and whereby all property owners within 500 feet of the application were notified by U. S. Mail; and,

WHEREAS, this application is classified as a Type II action under the State Environmental Quality Review Act and therefore does not require further action; and,

WHEREAS, the Ontario County Planning Board referred the original application, Livermore Enterprises - 20-Z-17, back to the Town of Victor Zoning Board of Appeals on October 11, 2017 assigning the referral, 190-2017, as a Class 1 with comments and on September 11, 2018 indicated in an email that the current Meyer's RV Superstores request was exempt from Ontario County Review; and,

WHEREAS, Public Hearings were held on September 17, 2018 at which time no resident spoke for or against the application; and,

WHEREAS, after reviewing the file, the testimony given at the Public Hearing and after due deliberation, the Town of Victor Zoning Board of Appeals made the following additional findings of fact, with respect to the original approved area variances, to allow a motor vehicle repair to operate at 6415 Plastermill Road, Victor, NY 14564 by extending the two area variances granted October 16, 2017 for a six month period:

1. An undesirable change would not be produced in the character of the neighborhood or a detriment to nearby properties created by the granting of the area variance.

Justification: There are no changes being made to the existing property. The property will be used as a staging area for prep and delivery of RV's. The hours of operation will be 8:00 a.m. to 6:00 p.m. Monday through Saturday.

2. The benefit sought by the applicant cannot be achieved by some method, feasible for the applicant to pursue, other than an area variance.

Justification: The property is already developed and that coincides with the setbacks that in place.

3. The requested area variance is not substantial.

Justification: The building is preexisting, no changes are being made to the property and the use is less intense than what was going to operate on the property with the originally approved area variances.

4. The proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

Justification: There will be no environmental impact. It is a preexisting building and there is buffering between the site and the multiple dwelling district to the east.

5. The alleged difficulty is self-created. This consideration is relevant to the decision of the board, but shall not necessarily preclude the granting of the area variance.

On a motion made by Scott Harter, and seconded by Donna Morley:

DECISION:

NOW, THEREFORE BE IT RESOLVED that the request for an extension of area variances originally granted October 16, 2017, be extended six months from today to applicant Dave Cali of Meyer's RV Superstores 6200 State Route 96, Farmington, NY who is proposing to operate a RV pre-delivery inspection & repair service in the existing building at 6415 Plastermill Road, for the following area variances which are needed because the lot is 400 feet deep and 330 feet wide and cannot meet the Code requirements : §211-22A(7)[3][b]states the facility shall be at least 1,000 feet from the boundary of a residentially zoned district and §211-22A(7)[3][c] states the facility must be at least 500 feet from any off-site structures of a residential use, BE

APPROVED:

This resolution was put to a vote with the following results:

Michael Reinhardt	Aye
Mathew Nearpass	Aye
Scott Harter	Aye
Donna Morley	Aye
Fred Salsburg	Aye

Adopted: 5 Ayes, 0 Nays

Mr. Meyer – Thank you very much.

Chairman Reinhardt – Congratulations, good luck to you.

INTERNAL INTERPRETATIONSIGN CODE INTERPRETATION

The question is whether a logo sign, physically separate from the text of a business title sign can be considered one sign or should be considered two signs. If it is considered two signs, what distance must be required between the logo and the text to consider it two signs?

Chairman Reinhardt – Now we have a question from AI, the sign interpretation.

Mr. Benedict – In your packet you would have received the specific signs that I am talking about. There are two signs proposed for one building and there are two tenants, so certainly you can have two signs.

When this first came before me I did as the Code said, I drew a rectangle around the logo and the text all as one sign because in my opinion, that's what this Code says. I came up with a

square footage and both signs that are being applied for exceeded the allowed square footage. At a later point the applicant came to me and asked how much space do you have to have in between the logo and the text before it becomes two different signs. I told him I didn't really know. Then the applicant asked about the Code section that says the Planning Board can provide more signs as long as it's not over the square footage. I responded that I supposed he could go that route. So that is where the applicant went with the Planning Board. The Planning Board looked at it. It was proposed as four signs instead of two and the Planning Board accepted it as such. My opinion is, as it is presented to me, that these are two signs.

I would like to get the Board's opinion as to, are these two signs? Could you break them apart and make them four signs? How much distance do you need between a logo and text to make it two different signs? Can you break them apart and draw rectangles around each individual piece? I think that was done many, many years ago before me and when I started doing it I thought you can't really do that. I don't think that was the intent of the Code. So I'm looking for your opinion. I wrote four different scenarios at the bottom of the front page:

- 1) Are the examples one sign or two?
- 2) How much separation is required between, in this case, the logo and the text? Just as an example I tried to eyeball how far apart would I have to get them apart until they are two different signs and I came up with an impression of ten feet based on the dimension of the signs in the example.
- 3) Can you "break the signs apart" and draw rectangles around them, call them all one sign but with various rectangles. I'm not in favor of that but I would like your opinion.
- 4) We can go the way of continuing to review signs the way I was doing it, call this one sign and if the Planning Board wants to call it two signs, or in this case four separate signs, so be it.

Ms. Morley said she didn't know at the moment.

Mr. Benedict – If you'd like to wait until the next meeting, that's fine.

Chairman Reinhardt – I have an opinion, but I'm going to wait until the end.

Mr. Nearpass – I think it's probably one of these things that can often lend itself to a determination based on unique circumstances, given the sign. If you read the Code on page 2, the definition of Sign Area is "The square footage of the smallest square or rectangle which will enclose **all** elements which form the sign". As I look at your example I would see two signs and it would be up to the applicant to minimize and spacing or distance between the two. Certainly if they broke the logo off from the text, it would probably be a reasonable amount of distance where that would be considered two signs, but I think it would be up for debate. Maybe there are unique circumstances for it to come in front of the Board and have that discussion. As I see it and how the Code defines the "Sign Area", I see two signs in the example. (As opposed to four).

Mr. Harter – I agree with Matt.

Mr. Salsburg – Well these are awfully large.

Mr. Benedict – It's a large building. They are allowed 320 square feet of sign.

Mr. Salsburg – Couldn't all the elements be contained in a little less square footage and then be considered one sign? It does apply to one building. There are two tenants in one building. I can see it being one sign.

Mr. Benedict – They certainly could have made them smaller but their choice was to not make them smaller. They didn't want to do that.

Mr. Harter – That's why I think there are two signs there, because if you do that, you end up with a smaller sign. If you break it into four you end up with a bigger sign.

Mr. Benedict – If you put a rectangle around the text and a separate rectangle around the logo, the two signs become compliant.

Mr. Harter – The way we currently do it is to put a rectangle around the whole thing, right? If we put a rectangle around the whole thing then we end up with a smaller sign.

Mr. Benedict – Right. To make it Code compliant it would be a smaller sign, correct.

Mr. Nearpass – More tighter spacing.

Mr. Harter – That's why I agree with Matt.

Mr. Benedict – Obviously if you put the logo down to the same height as the text, it would probably have been close to what was allowed, but that is not what the applicant wanted.

Chairman Reinhardt – I look first at what the definition of what a sign is and then work with the sign area issue. In my mind the way that that definition works, it's any geometric structure: a circle, a square, a rhombus, whatever it is that has sides, no matter how many, to it or encloses it. It could have lettering, it could be a logo, it could be white, it could be black, it could be anything, if it's trying to communicate, it's a sign. There is potentially an argument of whether it is trying to communicate or not, but ideally those signs there are trying to communicate to the public. Separating them, or however close they are together, those are two signs. The distance between those two geometric figures in some ways is a bit irrelevant if it's an inch, ten feet, or

twenty feet. There are still two signs however close they are together. If there are two enclosures, those are two signs.

Mr. Nearpass – Just so I understand, do you see four signs or two on this page?

Chairman Reinhardt – If we are looking on this page, the logo is one, Mitchell Design & Building is two, Victor Self-Storage is three, and then the lettering Victor Self-Storage is four. We are looking at four separate signs, whatever the distance between those two. Whatever the geometric figure is, that would be one sign. If I understand it correctly, in this diagram, those are two separate structures.

Mr. Nearpass - They are side by side on the building. How does that go with the sign area definition?

Chairman Reinhardt – You have to start with the definition of a sign first. The sign area figures how big of a sign you can have. If you don't start with the original premise, what is a sign, you can't get to the sign area. If it's not a sign, the sign area is irrelevant. You have to have a sign first. Once you get by what a sign is, you have to figure out is that one sign or two signs.

Mr. Nearpass – With your definition, what prevents there from being 8 signs? One for each word, one for each picture?

Chairman Reinhardt – If Mitchell Design & Building is all enclosed in one...

Mr. Nearpass – If it's just letters on the side of the building with no other filler around it, how would you measure that? You are only allowed one sign. You would say each one of those letters is one sign?

Chairman Reinhardt – My personal opinion here almost doesn't matter.

Mr. Nearpass – Yes it does.

Chairman Reinhardt – No, no, it's a definition that you are working with. You can't step outside and say Webster says that a sign is something different. What Webster says is irrelevant.

Mr. Nearpass – “Any device attached to a structure or painted or represented thereon”.

Chairman Reinhardt – So if each letter is a separate geometric structure, those are arguably separate signs. What I'm driving at is that definition of a sign needs to be worked on to clarify these hurdles.

Mr. Benedict – We know the Sign Code needs some work.

Mr. Salsburg – The logo design of the Mitchell Design doesn't have any words on it. Isn't that like the shoe?

Chairman Reinhardt – It doesn't matter.

Mr. Salsburg – It's about the same thing as having the shoe. There are no words on it. Doesn't it have to have words to be a sign?

Mr. Harter – You mean like the boot. The boot over at LL Bean.

Mr. Nearpass – The boot is not a sign. So if you read the sign definition it says lettered or pictorial or other matter for visual communication. I think the issue with the boot is that it is not attached to any structure.

Mr. Salsburg – If you took that logo and put it up without the words Mitchell Design, you would wonder what the intent of the sign would be. It has to have the words go with it.

Mr. Nearpass – It would still be a sign though.

Mr. Salsburg – It seems like it's one. It can't stand individually. The Mitchell could stand, but not the logo to me.

Mr. Benedict – There are times that we get text and then we get the logo incorporated in the text or above or below the text and you end up with the rectangle that goes all around the logo and the text.

Mr. Nearpass – You have the golden arches and you have McDonalds underneath it. How many signs is that?

Chairman Reinhardt – If it's all in one plate, that's one sign. If it's each letter, if those are individual geometric shapes...

Mr. Nearpass – I'm just surprised that that's how we would interpret it. We would have an influx of variances. We've never had that type of discussion with an applicant in front of us saying that we interpret something as ten different signs. There are plenty of signs that are just individual letters.

Ms. Morley – Kmart has its own letter but that's one sign.

Chairman Reinhardt – When there are issues presented, they have to be presented to us to make a decision. Just because it has happened in the past doesn't mean it is right or wrong. It is a decent point coming in front of us, we have to give our Code Enforcement Officer some direction as to what he is going to do with it.

Mr. Nearpass – The question was are there two signs or four and I think you said there are 40.

Chairman Reinhardt – If those letters are separate. I understood it as Mitchell Design Build is one sign, all on one plaque.

Mr. Benedict – I don't remember whether it's individual box letters or if it has a background to it.

Chairman Reinhardt – Is the logo attached to the letters?

Mr. Benedict – No.

Mr. Salsburg – The individual letters can't very well stand on their own. They have to be combined with other ones to form a word.

Mr. Nearpass – Again the definition for "Sign Area" says "which enclose all elements which form the sign". "The square footage of the smallest square or rectangle which will enclose all elements which form the sign". It doesn't include supporting structures.

Mr. Benedict – And that's why I would draw a rectangle around everything.

Chairman Reinhardt – If they just decided for Mitchell Design Build, if it were just the "M", it would still be a sign. If that's all they put up there, it would still be a sign.

Mr. Nearpass – But, in my opinion, if they put it up as the logo and Mitchell Design Build, I would draw, like Al has done in the past, the smallest rectangle around that entire surface and say that is your square footage. We've forced almost every applicant that has been in front of us to do that for the last 11 years.

Chairman Reinhardt – We haven't with just individual letters.

Mr. Nearpass – We've absolutely had clients with individual letters on the side of a building, not in just a sign. There are some that don't even require a variance because they meet the size limitations and they are just separate letters.

Chairman Reinhardt – I don't have a specific recollection of individual letters in a variance asking for bigger letters and a bigger sign. I agree that the box is always drawn around the letters but I don't think the issue was were those letters individual or were they all on one plaque.

Mr. Harter – Didn't we have a number of them over in the Benderson Plaza across from McDonalds? Didn't we have several individual signs that came in that had, I don't know if I would call it a logo exactly, but they had some element that complimented, in their mind, the letters and Al drew the rectangle around that and came up with the square footage based on that. I just think, from a consistency standpoint, that's how we've done it. My initial take on this is to draw a rectangle around the whole thing and see how it comes out and adjust accordingly.

Chairman Reinhardt – If they are going to separate the logo...is that what they want to do, pull the logo away from the sign?

Mr. Benedict – They want to build it as it shows on this piece of paper, but presented it to the Planning Board as the logo is separate from the text. So they presented it as four signs instead of two.

Mr. Nearpass – If you present it as four signs it allows you to have a bigger sign. It allows the letters to be bigger because you're not measuring the white space.

Mr. Benedict – The applicants split out the logo from the text. They said the "Mitchell Design Build" was all one sign and the logo next to it was all one sign. They said the same for Victor Self-Storage.

Mr. Salsburg – It seems like you could get all the elements of this sign in something less than 42 feet. If it has 42 feet I don't see how the definition can even be applied.

Mr. Harter – You're coming up with the 42 feet because it is based on the length of their building, it's proportionate. It's based on the proportion that we have in our Code?

Mr. Benedict – Yes.

Mr. Harter – What stands out to me as I look at the logos and I see that they are intended to be six feet high, and obviously if you draw a rectangle that is six foot high and you encompass the

text that goes along with that, well then you are going to have a much greater area and therefore you have to reduce your sign size, right?

Mr. Benedict – Correct.

Mr. Harter – I see where they are coming from and the goal they are trying to achieve. My thinking is along with Matt's. Consistently we have brought it all into one rectangle. I remember we have had discussions wondering if that was the right way to do it, but I believe we have done it that way.

Mr. Nearpass – I think the area definition is very clear. There may be a gray area with what Mike is talking about, regarding what truly is a sign or not, but the square footage of the smallest square or rectangle- so to me it's implying that there is going to be one square or rectangle drawn which has to enclose all elements which form the sign. In the sign definition it talks about lettered or pictorial and then it talks about words – display of any advertisement, notice, directional matter or name.

Chairman Reinhardt – If the distance between the logo and the “M” in Mitchell is ten feet, is that one or two signs?

Mr. Nearpass – One; normally they wouldn't come in and do that but we would say it would be one sign.

Chairman Reinhardt – If it's 40 feet away?

Mr. Nearpass – Unless they come in and ask for a variance to allow that, it would still be one sign.

Mr. Benedict – I think at some point I would say it's two signs. I don't know what that number is.

Chairman Reinhardt – How far does a logo have to be separate from the words before it's no longer one sign in your mind? If you are going to draw your rectangle around the logo and the letters?

Mr. Nearpass – I would need to see a specific example. The Board would need to see a specific example to say if it was one sign or two. It's definitely not clear, but right now we have interpreted that as it's one sign. Al might come in front of us and say the Code says this thing would be one sign even with 40 feet between the spaces, what say you Board? We would have the discussion and say, yes, that probably doesn't really apply. We would see it as two signs

because they are 40 feet apart. I think that's the type of discussion we would have versus putting AI in the situation where with every applicant for example they say I want six inches between each letter and I shouldn't be penalized because I want six inches between these letters.

Chairman Reinhardt – The last thing we want to do is just make an arbitrary decision on if it's one sign or two signs. There needs to be some guide posts that we live by that if it's 30 feet away. If the logo is 30 feet way up in the corner and the letters are down four feet and on the other side of the building we're not going say well that whole thing is a sign.

Mr. Nearpass – I'm just saying right now without a variance that would be a sign and AI would have them come in here and plead their case to us and we would come to a logical conclusion that yes, that's two signs and a variance would be given. I think as the Code is written that would technically be one sign.

Chairman Reinhardt – In the extreme, at 40 feet away, I have a hard time saying that's just one sign.

Mr. Nearpass – I think we all would say that. With the applicant in front of us we'd say it makes total sense that's not one sign and we'd grant him a variance for two.

Mr. Harter – I agree if there were some extenuating circumstances but if I'm a developer or business owner and I'm making up a sign and I want to get the maximum impact from my sign, from what I see here, it tells me I push my logo as close as I can to my text so my rectangle becomes smaller so I get more bang for the buck so to speak.

Mr. Nearpass – That's what they do and in cases where we have given certain variances sometimes we've looked at their logo compared to their text because they have a really long name and the letters wouldn't be that big, we've granted variances to go larger because the proportion of the text to the logo wasn't that big of an impact and they were losing a lot of white space to the box.

Chairman Reinhardt – It sounds like you are leaning more towards what is the intent of the applicant by putting up the sign. If it's 40 feet away and the logo is up in the left hand corner and the words are in the lower right hand corner those are two signs.

Mr. Nearpass – I think that would be the Board's decision. I think AI would say that is one sign, but I agree with you, there has to be some common sense here, go in front of the Zoning Board, I've got your back, they are reasonable folks and they will come to the same conclusion. I think if AI were just to go by the Code, if I were AI, I'd be doing exactly what he's been doing which

is drawing that square around the two elements and when it doesn't make sense they come in and talk to us. I think we've been very reasonable.

Chairman Reinhardt – How often does this happen?

Mr. Benedict – It's the first that I know of.

Chairman Reinhardt – If it's a reoccurring problem I think that it's a pitch to the Town Board saying this is giving you headaches. It's going to give us headaches. We don't want to be arbitrary on what is one sign, what is two signs. I think the easy part is we draw the rectangle but there are a handful of scenarios that may pose a question if it is one, two, three, or fifteen signs.

Mr. Harter – One more element that Fred said and I agree with Fred, is for the blue striped "M" in some respects that is kind of like the boot because it doesn't really tell you anything as the other one does. It also seems to me the logo in the lower left corner, isn't that the one they have in the Village of Victor?

Mr. Salsburg – It sure looks like it.

Ms. Morley – It's the same company.

Mr. Harter – So how does the Village of Victor consider that?

Chairman Reinhardt – Their definition of a sign is different than ours.

Mr. Nearpass – You have to remember, even to us the boot isn't a sign.

Mr. Harter – I think the blue "M" is like what Fred said, it's kind of like the boot because it really doesn't tell you anything.

Mr. Nearpass – What if it was the golden arch, just the "M"? What would you call that? It would be a sign. You know what it is, you know where to get your Big Mac.

Mr. Benedict – It sounds like from the discussion that I continue doing what I'm doing and if there is something that I'm uncomfortable with or doesn't seem right, then this is the place to send them.

Chairman Reinhardt – I think generally when it doesn't look right, it's too big or spread out too far that it appears to be more than one sign than they should come to the Zoning Board. I think most of the time when it's been more than one sign it's been on two different sides of the

building. It's kind of an easy fix. In our extreme discussion, when you pull those things apart, at some point it becomes two signs. It's worth a discussion on are these two signs or not.

Ms. Morley – I'm sure where they are trying to put it they are so far away from the road they are trying to get the maximum amount of space as they can.

Mr. Benedict – Thank you for your input.

CODE ENFORCEMENT QUESTIONS

Chairman Reinhardt – On Dryer Road as you are heading east, we granted a variance to a little contractor who wanted to put a shed up. It's maybe 300-400 yards on the right.

Ms. Morley – The mason?

Chairman Reinhardt – Yes, the mason. I drive by there and he's expanding. There seems to be more and more. Now he has more tents and more signage. He said he just wanted to store equipment there and that's all it would be. In the last 12-18 months it seems to be getting more and more, maybe beyond the variance we granted.

Mr. Benedict – There are two tents and a shed, various piles of stone and dirt and trailers; bobcats.

Chairman Reinhardt – Is he within the variance or we're not sure?

Mr. Benedict – I have pictures and I will be sending him a letter.

Chairman Reinhardt – So you know of it? (Yes) OK. Just an FYI.

Mr. Benedict – I haven't defined everything I need to mention yet.

Mr. Harter – How about that school bus on Boughton Hill Road? Didn't we speak to Mark IV about that once upon a time?

Chairman Reinhardt – Is that a sign?

Mr. Benedict – I didn't see any school bus.

Ms. Morley – It just says bus drivers wanted. It's by the golf course. They are in desperate need of bus drivers.

Mr. Salsburg – Have we done anything with the signs?

Mr. Harter – We've given Al direction.

Chairman Reinhardt – He was just asking our opinion on what he is supposed to do in these scenarios. I think it's keep doing what you are doing. If you think they need a variance then they need a variance.

On a motion from Michael Reinhardt, seconded Scott Harter, it was unanimously agreed and RESOLVED, that the meeting was adjourned at 7:45 PM.

Debby Trillaud, Secretary