



GUILDERLAND ZONING BOARD
ZONING BOARD OF APPEALS MEETING
P A C K E T
DECEMBER 1, 2021
07:00 PM

A G E N D A
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Pursuant to legislation that suspended the open Meetings Law, the public may listen and view the meeting on Verizon channel 34, Spectrum channel 1303, and the Town website (<https://www.townofguilderland.org/town-meeting-videos>) and may provide comment during the meeting by dialing (929) 205-6099, and entering meeting ID: 876 3317 2755 and Passcode: 030298.

1. Chairman's Welcome

2. New Cases

1. 3637 Carman Road

Public hearing for a special use permit to permit the conversion of a warehouse to a fitness club

A. Application

Application, SEAF, Rental Agreement, Narrative, Existing Survey &

Proposed Site Plan

Attachment: [Application](#)

Attachment: [SEAF](#)

Attachment: [Rental Agreement](#)

Attachment: [Narrative](#)

Attachment: [Existing Site Plan](#)

Attachment: [Proposed Site Plan](#)

B. Other Interested Agencies, Town Planning Department

Albany County Planning Board

Attachment: [Albany County Planning Board](#)

Attachment: [Town Planner](#)

C. Town Notice

Legal Notice & Mailing List

Attachment: [Legal Notice](#)

Attachment: [Mailing List](#)

3. Others

1. 12/15/21 Meeting

Consider cancelling meeting before Christmas if there is not a quorum.

No agenda has been set yet.

4. Signs

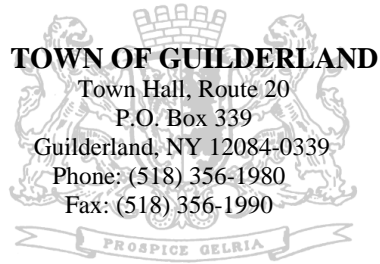
1. 1732 Western Avenue

New sign panel on an existing multi-tenant sign for Burns Management

Attachment: [Application](#)

General Attachments

[- Agenda](#)



**PETER G. BARBER
SUPERVISOR**

**THOMAS REMMERT
CHAIRMAN
ZONING BOARD**

ZONING BOARD

MEETING AGENDA

Wednesday, December 1, 2021

7:00 PM

3637 Carman Road – Special Use Permit – Legacy Fitness Training LLC

- Public hearing for a special use permit to permit the conversion of a warehouse to a fitness club

4863

**TOWN OF GUILDERLAND
CHECKLIST FOR SPECIAL USE PERMIT**

RETURN TO:
ZONING ADMINISTRATOR
PO BOX 339
GUILDERLAND, NY 12084
(518) 356-1980

FEES:
COMMERCIAL - \$300
RESIDENTIAL - \$75
(payable at time of submittal
to Town of Guilderland)

APPLICANT INFORMATION:

Name: Legacy Fitness Training LLC
Address: 484 Route 146
Altamont, NY Zip: 12009
Daytime Phone #: _____
Date: 10/5/2021

PROPERTY INFORMATION:

Owner: Con-Rel Realty LLC
Location: 3637 Corman Road
Tax Map #: 27-11-1-242
Zoning: General Business
Acreage: .85

TO BE SUBMITTED:

1. 12 copies of application form
2. 12 copies of SEQRA form
3. Copy of conditional purchase contract or rental agreement if applicable
4. 12 copies of the project narrative containing the following: detailed description of the use, hours of operation, # of employees, type of deliveries, etc.
5. 12 copies of plat plan FOLDED which should include: side, front and rear setbacks, all existing buildings, location of proposed construction, total size of parcel, elevations, parking layout, lighting layout, sidewalks and monuments, street and curb cuts, sanitary system and water course, drainage system, delineated wetlands, planting and green area plans including fencing/buffer area boundaries.

OTHER AGENCY APPROVALS AS REQUIRED:

1. Town Water and Wastewater Management – 456-6474
2. Town Highway Department – 861-5108
3. NYS Department of Transportation – 765-2841
4. Albany County Health Department – 447-4631
5. Albany County Planning Board – 447-5660
6. NYS DEC Region IV – 357-2044
7. Pine Bush Commission – 464-6496

APPLICATION AND APPEAL TO THE ZONING BOARD OF APPEALS
FOR A VARIANCE, SPECIAL USE PERMIT OR AN INTERPRETATION
OF THE ZONING ORDINANCE OR ZONING MAP

To Zoning Administrative Officer
Of the Town of Guilderland

Date: 10/5/2021

To the Zoning Board of Appeals
Of the Town of Guilderland

I, Kevin W. Relyea of Con-Rel Realty LLC

hereby appeal from the decision of the Zoning Administration Officer on my application for zoning permit and hereby apply to the Zoning Board of Appeals for:

- An interpretation of the Zoning Ordinance or Zoning Map
- A Special Use Permit under the Zoning Ordinance or Zoning Map
- A Variance to the Zoning Ordinance or Zoning Map

1. Location of property
Address: 3637 Carman Road Zoning: G.B.

2. Interpretation of the Zoning Ordinance is requested because:

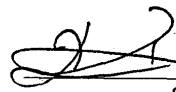
3. Special Use Permit required for the following type of use:

Fitness Club

* 4. Variance to the Zoning Ordinance is requested for:

*** Applicant shall complete form outlining conditions from Section 267-b of New York State Town Law pertaining to area variances.**

The applicant hereby certifies that he is the owner of record of the above property or has been duly authorized in writing by the owner of record to make this application.



Signature of applicant

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Fitness Club			
Project Location (describe, and attach a location map): 3637 Carman Road			
Brief Description of Proposed Action: Fitness Club			
Name of Applicant or Sponsor: Legacy Fitness Club		Telephone:	
		E-Mail:	
Address: 484 Route 146			
City/PO: Altamont		State: NY	Zip Code: 12009
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<u>.85</u> acres	
b. Total acreage to be physically disturbed?		<u>- 0 -</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>.85</u> acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Kevin Rehean</u>		Date: <u>10/5/2021</u>
Signature: <u>[Signature]</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

COMMERCIAL NET LEASE FOR PART OF BUILDING

1. Names. This lease is made by Con-Rel Realty L.L.C., Landlord, and The Legacy Fitness Club LLC Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord a portion of the following premises:
3637 Carman Rd. Schenectady, NY 12303. Specifically, Tenant is leasing

Part of Building Only. Specifically, Tenant is leasing the 3000 sq. feet of the building.

Shared Facilities. As part of this lease, Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

- Parking spaces: 8
- Restroom facilities: _____
- Storage areas: _____
- Hallways, stairways, and elevators: _____
- Conference rooms: _____
- Other: _____

3. Term of Lease. This lease begins on November 1, 2021 and ends on October 31, 2023.

4. Rent. Tenant will pay rent in advance on the 1st day of each month. Tenant's first rent payment will be on 11/1/2021 in the amount of \$ _____, Tenant will pay rent of \$ _____ per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____

5. Option to Extend Lease

First Option. Landlord grants Tenant the option to extend this lease for an additional 1 years. To exercise this option, Tenant must give Landlord written notice on or before October 1, 2023. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for 1 years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before 30 Days. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

6. Security Deposit. Tenant has deposited \$ _____ with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord.



in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

9. Tenant's Use of Premises. Tenant will use the premises for the following business purposes: Fitness Club
Tenant may also use the premises for purposes reasonably related to the main use.

10. Landlord's Representations. Landlord represents that:

A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.

B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

11. Utilities and Services

A. Separately Metered Utilities. Tenant will pay for the following utilities and services that are separately metered or billed to Tenant:

- Water
- Electricity
- Gas
- Heating Oil
- Trash collection
- Other: _____

B. Other Utilities. Tenant will pay _____ % of the following utilities and services that are not separately metered to Tenant:

- Water
- Electricity
- Gas
- Heating Oil
- Trash collection
- Other: _____

Tenant will pay for these utilities in monthly installments on or before the 15th day of each month, in advance, in an amount estimated by Landlord. Every _____ months, Landlord will give Tenant copies of the bills sent to Landlord. If Tenant's share of the actual costs for utilities and services exceeds the amount paid in advance by Tenant, Tenant will pay Landlord the difference within 30 days. If Tenant has paid more than Tenant's share of the actual costs, Tenant will receive a credit for the overage, which will be applied to reduce the next installments due from Tenant.

12. Maintenance and Repair of Common Areas. Landlord will maintain and make all necessary repairs to the common areas of the building and adjacent premises and keep these areas safe and free of trash. This includes:

- On-site parking areas
- Off-site parking areas
- Restroom facilities

- Storage areas
- Hallways, stairways, and elevators
- Conference rooms
- Sidewalks and driveways
- Other: _____

Tenant will pay Landlord _____% of the cost of such maintenance and repairs. Tenant will pay these amounts in monthly installments on or before the _____ day of each month, in advance, in an amount estimated by Landlord. Within 90 days after the end of each lease year, Landlord will give Tenant a statement of the actual amount of Tenant's share of such costs for such period. If Tenant's share of the actual costs exceeds the amount paid in advance by Tenant, Tenant will pay Landlord the difference within 30 days. If Tenant has paid more than Tenant's share of the actual costs, Tenant will receive a credit for the overage, which will be applied to reduce the next installments due from Tenant.

13. Maintenance and Repair of Leased Premises. Landlord will maintain and make all necessary repairs to the following parts of the building in which the leased premises are located:

- Roof
- Foundation and structural components
- Exterior walls
- Interior common walls
- Exterior doors and windows
- Plumbing system
- Sewage disposal system
- Electrical system
- Heating, ventilating, and air-conditioning systems
- Other: _____

Tenant will maintain and repair the leased premises and keep the leased premises in good repair except for those items specified above as being Landlord's responsibility.

14. Insurance

- A. Landlord will carry fire and extended coverage insurance on the building. Tenant will pay Tenant's proportionate share (____%) of such insurance within ten days after receiving a statement from Landlord as to the cost.
- B. Tenant will carry public liability insurance, which will include Landlord as a party insured. The public liability coverage for personal injury will be in at least the following amounts:
 - \$_____ per occurrence.
 - \$_____ in any one year.
- C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
- D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

15. Taxes

- A. Tenant will pay _____% of all taxes and assessments that may be levied or assessed against the building and the land for the period of the lease. Tenant will pay these taxes and assessments in monthly installments on or before the _____ day of each month, in advance, in an amount estimated by Landlord. Landlord will give Tenant copies of the tax bills and assessments as Landlord

receive a credit for the overage, which will be applied to reduce the next installments due from Tenant. Taxes and assessments to be paid by Tenant will be prorated on a due date basis and will be assumed to cover a period of one year from the due date.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

16. Subletting and Assignment. Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

17. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

18. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

19. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

20. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

21. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

22. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: _____

23. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

26. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of New York

27. **Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. **Waiver.** If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. **Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 10/5/2021

LANDLORD

Name of Business: Con-Rel Realty LLC

at 3631 Carmon Road
Schenectady, NY 12303

By: [Signature]

Printed Name: Kevin W. Relyee

Title: OWNER - partner

Address: 3631 Carmon Rd.
Schenectady, NY 12303

TENANT

Name of Business: Legacy Fitness Club LLC

at 484 Route 146 Altamont, NY 12009

By: [Signature]

Printed Name: Christopher Westman

Title: Owner

Address: 484 Route 146 Altamont,
NY 12009

GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of _____ under this lease.

Dated: _____

Printed Name: _____

Title: _____

Address: _____

CON-REL REALTY LLC

October 5, 2021

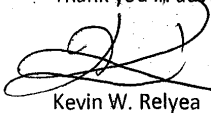
Dear Board Members,

Con-Rel Realty is requesting a special use permit for the space located at 3637 Carman Road. The Legacy Fitness Training would like to rent the 3000 sq. foot space available. This is an established business.

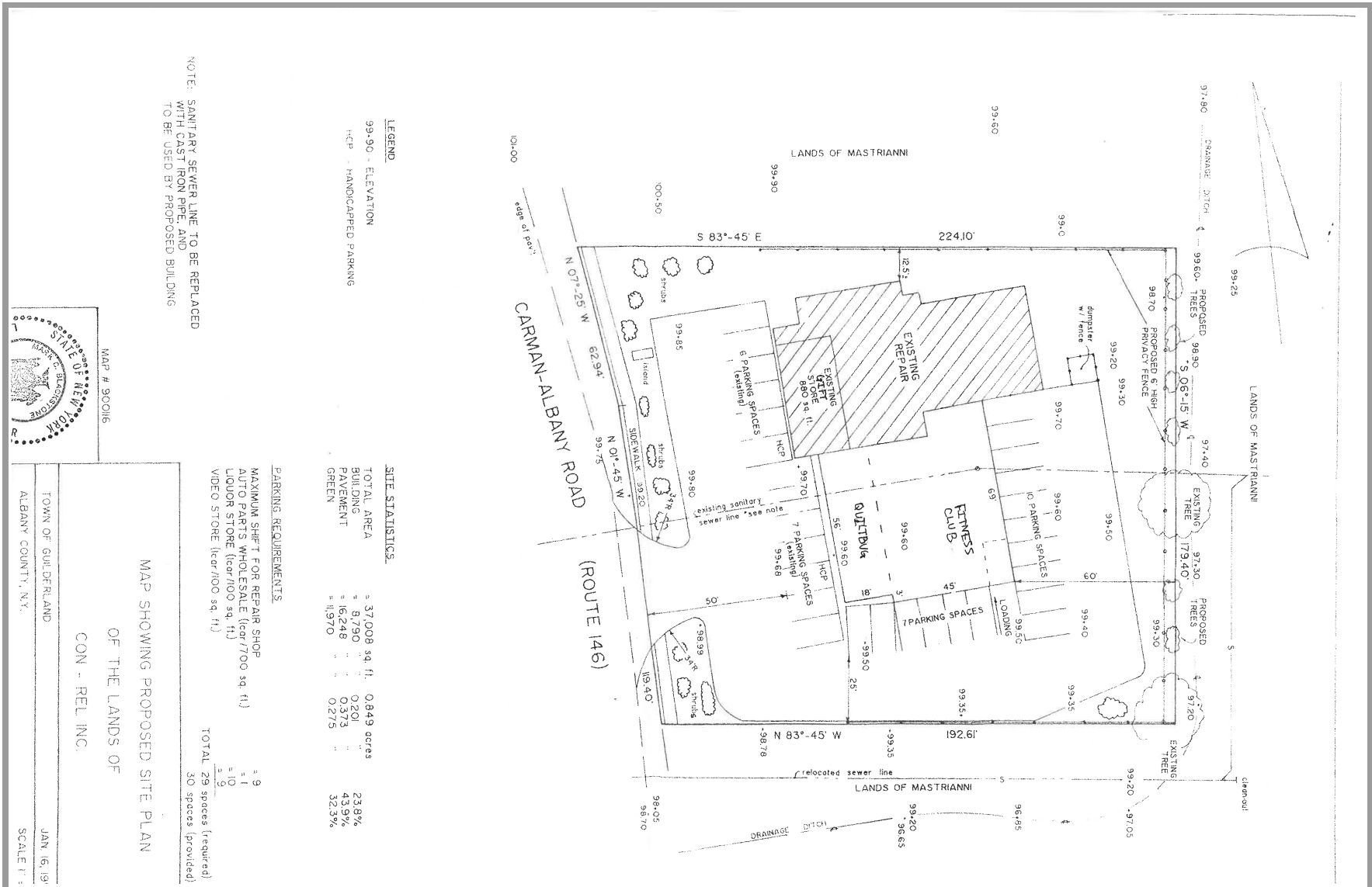
Presently, The Legacy Fitness Training has 1 employee. Their hours of operation would be Monday - Friday 6 a.m.- 9 P.M. and Saturday-Sunday 8 a.m.- 5 p.m. Open 7 days a week.

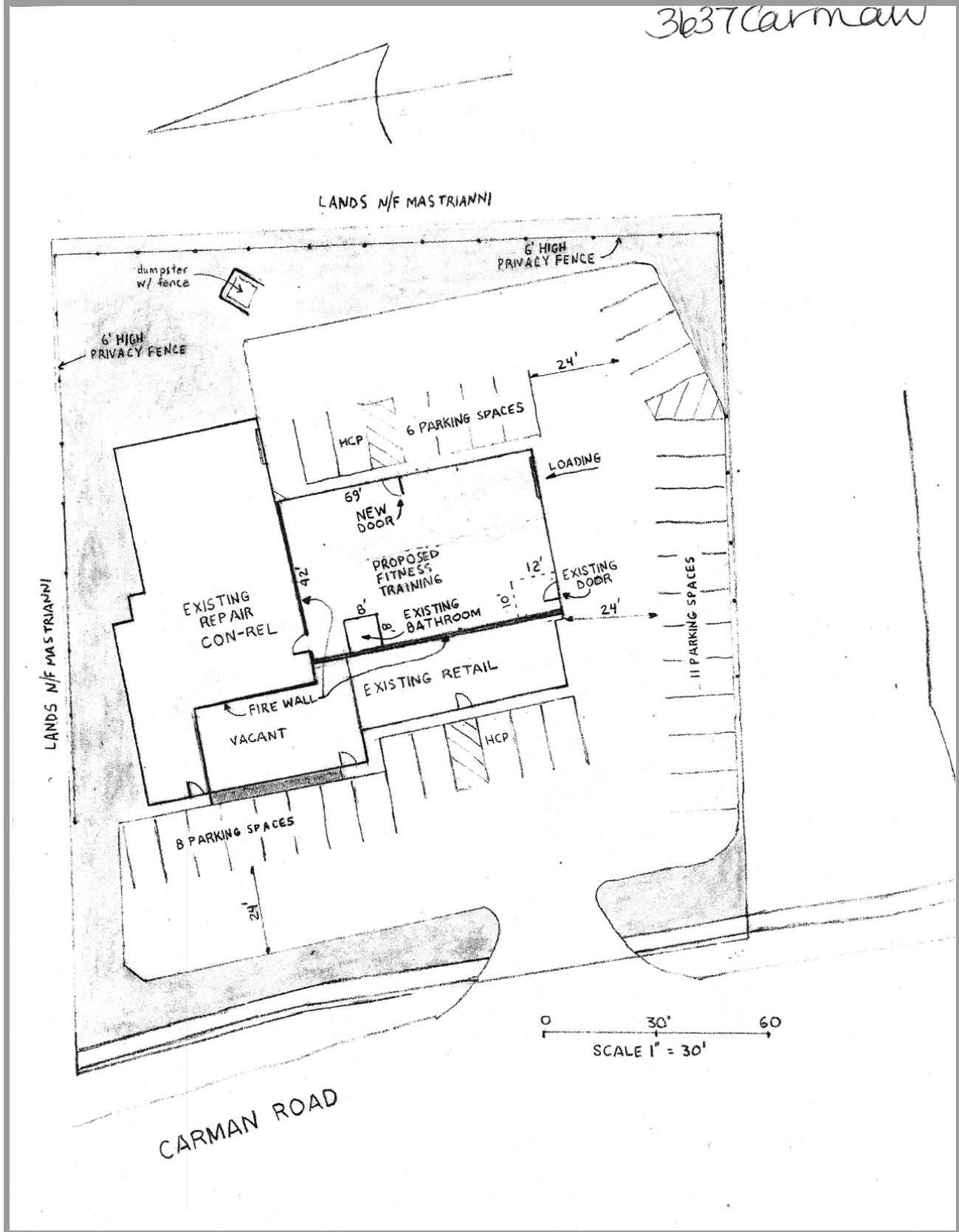
This site was formerly occupied by Con-Rel Auto Electric which had over 30 employees with two retail tenants in the front of the building.

Thank you in advance for your time and consideration.



Kevin W. Relyea







**ALBANY COUNTY PLANNING BOARD
NOTIFICATION**

RECOMMENDATION DATE: November 18th, 2021

Case #: **10-211103839**
Applicant: **Fitness Club**
Project Location: 3637 Carman Road
Tax Map Number: 27.11-1-24.2
Referring Agency: Town of Guilderland Zoning Board of Appeals
Considerations: Special use permit for conversion of existing warehouse space in a multi-tenant building to a fitness club.

ACPB Defer to local consideration

Recommendation:
1. This board has found that the proposed action will have no significant countywide or intermunicipal impact.

Advisory:

Gopika Muddappa, Senior Planner
Albany County Planning Board

NOTE:

- This recommendation is rendered in compliance with applicable requirements of Section 239 of New York State General Municipal Law. Final determination on this matter rests with the appropriate municipal body.
- A recommendation of "APPROVE" or "MODIFY LOCAL APPROVAL" should not be interpreted as a recommendation by this body that the referring agency approve the matter referred. Such recommendation does not indicate that this body has reviewed all local concerns; rather the referral has met certain countywide considerations. Evaluation of local criteria is the responsibility of the referring agency.
- General Municipal Law Section 239 requires that the local agency notify the county within thirty days of its final action. Please use the OFFICIAL NOTICE OF LOCAL ACTION form that is attached for this purpose.
- General Municipal Law Section 239 sets forth the procedural requirements for taking local action contrary to the County Planning Board's recommendation of objection or conditional approval.
- Albany County is required to submit a Municipal Separate Storm Sewer System Permit (MS4) (No. GP-0-10-002) Notice of Intent (NOI) to comply with the NYS DEC permit for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Construction Activity Permit No. GP-0-1-001 issued by NYSDEC is also required for activity with soil disturbances of one acre or more. The law is required by the Clean Water Act to control point source discharges to ground water as well as surface waters.

**449 New Salem Road, Voorheesville, NY 12186
TELEPHONE: (518) 655-7932 FAX: (518) 765-3459**

In compliance with Article 12-B, Section 239 of New York State General Municipal Law, this serves as official notification to the Albany County Planning Board of the action taken on the application described above.

LOCAL ACTION ON ACPB RECOMMENDATION:

- AGREED WITH COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE
- OVER-RULED COUNTY PLANNING BOARD RECOMMENDATIONS TO MODIFY OR DISAPPROVE

LOCAL DECISION ON PROJECT:

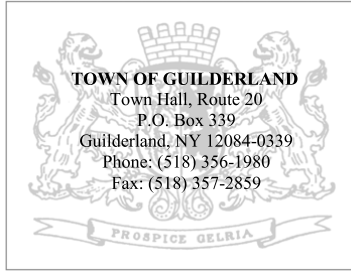
- PROJECT APPROVED
- PROJECT DISAPPROVED

VOTE RECORDED: _____ DATE OF LOCAL ACTION: _____

Set forth the reasons for any action contrary to the ACPB recommendations (use additional sheets if needed):

SIGNED: _____ TITLE: _____

**PETER G. BARBER
SUPERVISOR**



**STEPHEN J. FEENEY
CHAIRMAN
PLANNING BOARD**

MEMORANDUM

TO: Stephen J. Feeney, Chairman
& Town Planning Board

FROM: Kenneth Kovalchik, AICP, Town Planner

DATE: November 4, 2021

SUBJ: Site Plan Review Associated with a Special Use Permit for a Change in Tenancy
3637 Carman Road - Legacy Fitness Training, LLC

The Zoning Board of Appeals has referred a site plan associated with a special use permit for a change in tenancy for a fitness and training facility in an existing 8,790 square feet building on 0.94 +/- acres located in the General Business (GB) District.

The Applicant is proposing to convert an existing 2,300 square feet tenant space for a fitness and training facility. Legacy Fitness has 1 employee and the hours of operation would be Monday through Friday 6AM to 9PM, and Saturday and Sunday 8AM to 5PM. The site plan indicates there are 30 existing parking spaces, where 29 parking spaces are required. Parking should not be an issue considering the proposed use would have less of an impact vs the prior Con-Rel Auto Electric use, which had approximately 30 employees.

Staff has no objections to the change in tenancy as no land disturbance is proposed with the change in tenancy and the fitness and training facility is a lower impact use than the prior use.

cc: J. Coons

Visit the Town of Guilderland Website at <http://www.townofguilderland.org>

Town of Guilderland

ALBANY COUNTY, ROUTE 20

P.O. BOX 339

GUILDERLAND, N.Y. 12084-0339

PETER G. BARBER
SUPERVISOR

(518) 356-1980
FAX: (518) 356-1990

JACQUELINE M. COONS
CHIEF BUILDING AND ZONING
INSPECTOR

Notice is hereby given that the Zoning Board of Appeals of the Town of Guilderland, New York, will *resume* a public hearing pursuant to Articles III & V of the Zoning Law on the following proposition:

Special Use Permit Request No. 4863

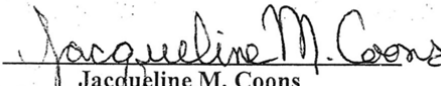
Request of Legacy Fitness, Inc. for a Special Use Permit under the Zoning Law to permit: the conversion of a portion of a building used for warehousing and manufacturing to a fitness facility.

Per Articles III & V Sections 280-21 & 280-52 respectively

For property owned by Con-Rel Realty, Llc.
Situated as follows: 3637 Carman Road Schenectady, NY 12303
Tax Map # 27.11-1-24.2 Zoned GB

Plans are open for public inspection at the Building Department during normal business hours or on the Town website. Said hearing will take place on December 1, 2021 beginning at 7:00pm. Pursuant to legislation that suspended the Open Meetings Law, the public may listen and view the meeting on Verizon channel 34, Spectrum channel 1303, and Town website (<https://www.townofguilderland.org/town-meeting-videos>) and may provide comment during the meeting by dialing (929) 205-6099, and entering Meeting ID: 876 3317 2755 and Passcode: 030298

Dated: November 22, 2021


Jacqueline M. Coons
Chief Building & Zoning Inspector

SWIS	PRINT KEY	NAME	ADDRESS	PAGE # 1
013089	27.00-1-19	Dwight Jensen Attn: The Sign Shop	935 Albany St,Schenectady, NY 12307	
013089	27.11-1-15	Thirty Six Hundred Five Carman LLC	23 Clover Leaf Ln,Glenmont, NY 12077	
013089	27.11-2-34	Adam S Gardella	413 Danna Joelle Dr,Schenectady, NY 12303	
013089	27.11-2-35	Robert O Wilhelm	411 Danna Joelle Dr,Schenectady, NY 12303	
013089	27.11-2-36	Robert J Castellanos Jr.	409 Danna Joelle Dr,Schenectady, NY 12303	
013089	27.11-2-37	Trevor Dickson	407 Danna Joelle Dr,Schenectady, NY 12303	
013089	27.11-2-38	Michael T Keegan	405 Danna Joelle Dr,Schenectady, NY 12303	
013089	27.11-2-78.1	Mikhail Voloshen	102 Timothy Ln,Schenectady, NY 12303	
013089	27.11-2-78.2	Thomas Vielkind	104 Timothy Ln,Schenectady, NY 12303	
013089	27.11-2-78.3	Raymond H Bach	106 Timothy Ln,Schenectady, NY 12303	
013089	27.14-1-15	Sarah Ann Barron	1901 Evva Dr,Schenectady, NY 12303	
013089	27.14-1-39	Guilderland Town of	P.O. Box 339,Guilderland, NY 12084-0339	
013089	27.14-1-40	Rose M DeLuca	1806 Whispering Pines Way,Schenectady, NY 12303	
013089	27.14-1-46	Elizabeth Castillo-Haynesworth	3660 Carman Rd,Schenectady, NY 12303	
013089	27.14-1-47	Patricia Whipple Buffington Attn: Randolpchs Flower Shop	726 Michigan Ave,Schenectady, NY 12303	
013089	27.15-1-1	Con-Rel Realty LLC	3637 Carman Rd,Schenectady, NY 12303	
013089	27.15-1-2	Joseph DiCaprio II	3440 E Lydius St,Schenectady, NY 12303	
013089	27.15-1-3	Seamus Conan Geraghty	19 Sunset Blvd,Albany, NY 12205	
013089	27.15-1-4	Jose C Martinez Sr	3015 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-5	Kevin Esposito	3017 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-6	Nancy L Rhodes	3019 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-7	Donald E Dean	3023 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-8	Frank Abramovitz Estate	P.O. Box 17,Guilderland, NY 12084	
013089	27.15-1-9	McKenzie Golden	3035 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-74	Marissa Ginenthal	3022 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-75	Sandra Woodward	3018 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-76	James F Janeski	1270 5th Ave Apt 10R,New York, NY 10029	
013089	27.15-1-77	Sarah Stalteri	3010 Spawn Rd,Schenectady, NY 12303	
013089	27.15-1-79	Janet F Brennan	3659 Carman Rd,Schenectady, NY 12303	
013089	27.11-1-24.1	Rosetti Acquisitions LLC	427 New Karner Rd,Albany, NY 12205	
013089	27.11-1-24.2	Con-Rel Realty LLC	3637 Carman Rd,Schenectady, NY 12303	
013089	27.15-3-79.1	LaRonda Reshall Famodu	101 Timothy Ln,Schenectady, NY 12303	
013089	27.15-3-79.2	Medhat W Malaty	103 Timothy Ln,Schenectady, NY 12303	
013089	27.15-1-80.1	Elnora L Moule	3661 Carman Rd,Schenectady, NY 12303	

Town of Guilderland
PO Box 339
Guilderland, NY 12084
(518) 356-1980 - Phone
(518) 356-1990 - Fax



Application for Sign Permit

DATE: 11-24-21

APPLICANT INFORMATION:

Name Burns Management
Mailing Address 1732 Western Ave
Albany, NY

Owner Bach Associates, LLC
Mailing Address 1732 Western Ave
Albany, NY

Daytime Phone # 518-225-5166
Property Address 1732 Western Ave

Daytime Phone # 518-225-5166

Tax Id 52.13-2-6

Please fill in the appropriate information:

SIGN: permanent free standing permanent bldg. mounted * temporary free standing * temporary bldg. mounted
* please indicate length of time requested

SIZE OF SIGN: 30" X 96" & X
13" X 5" size of letters/symbols
 one sided or two sided ESTIMATED COST 3600.00
20 sf per side 20 total sf of signage FEE 100.00
30" total height of sign
63 total sf of other signs for property
25 total sf of all signs combined for business

** No more than 2 rectangles may be used to enclose and measure the area of a sign

ILLUMINATION: internal external (if external, where would lighting be placed)
Push through letters with halo lite effect

U.L. label required on all illuminated signs. Wiring and other electrical details shall be shown on plans.

COLORED RENDERING SHALL INCLUDE THE FOLLOWING:

dimensions on all items, including letters or symbols on signs
 colors shown to be exactly as actual sign
 materials used

*****NO CARDBOARD RENDERING WILL BE ACCEPTED*****



Quantity: 1

Size: 30"x96"

Material: Sign will have an opaque back ground that will be painted to match the color of the building. Letters will be push thru white acrylic and faced with brushed aluminum. When lit letter will have a halo lit letter affect.

This proof is not submitted for color approval or print quality. Please proof read carefully upon receipt. Colors viewed on monitors may vary slightly from actual colors in final production. If color critical, please provide accurate color samples (ie: pantone, paint swatches, etc.) Signed proofs indicate review and acceptance of the proof. Once proof is signed and returned with approval, we are not responsible for any discrepancies regarding color, spelling or materials used in production.

PROOFS MUST BE SIGNED AND RETURNED VIA EMAIL OR FAX BEFORE PROCEEDING

ADIRONDACK
SIGN COMPANY
72 Ballston Ave., Saratoga Springs, NY 12866
P: 518.409.5121 (T44) F: 518.478.8489
www.AdkSignCo.com

Customer: Burns Management
Project & Est#: 14594
Designer: Kirsten
Date: 10/29/21
Revision Date: 11/05/21

Approved As Is: _____ Signature/Date _____
Approved with Corrections: _____
no further proof needed: _____
Revisions Required; New proof needed: _____

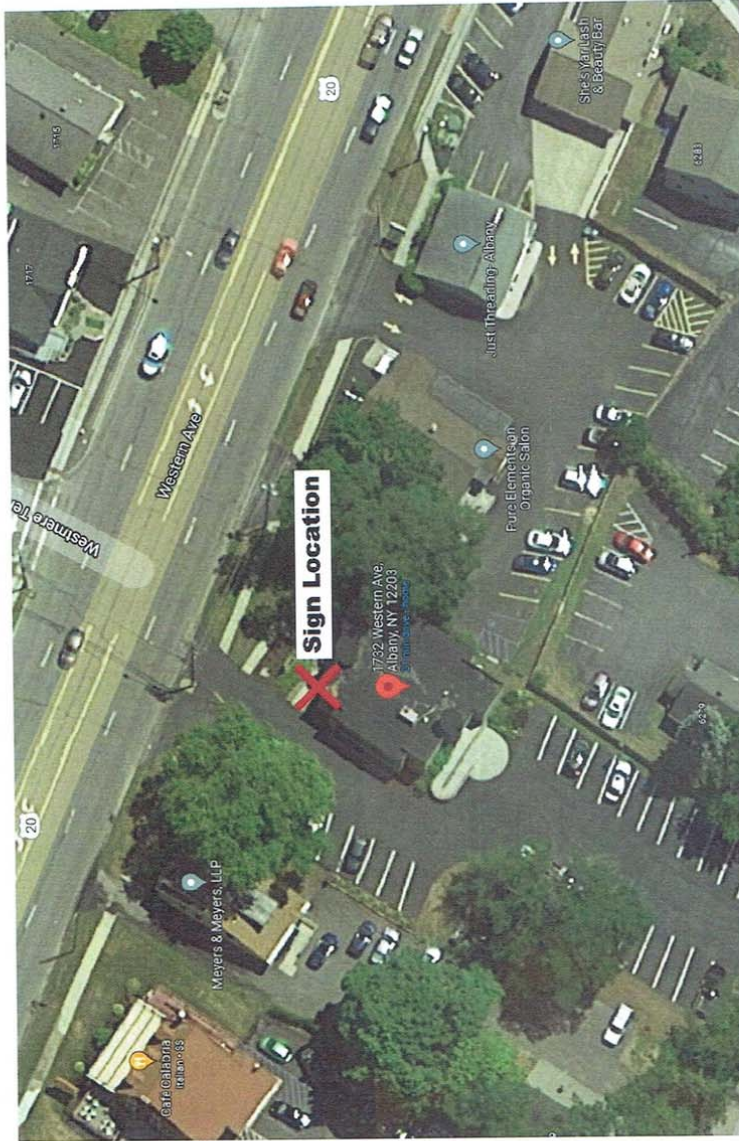
96 in

Quantity: 1
 Size: 30"x96"
 Material: Sign will have an opaque back ground that will be painted to match the color of the building. Letters will be push thru white acrylic and faced with brushed aluminum. When lit letter will have a halo lit letter affect.

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<p>ADIRONDACK SIGN COMPANY 72 Ballston Ave., Saratoga Springs, NY 12866 P: 518.409.SIGN(7446) F: 518.478.8489 www.Adk-Sign Co.com</p>	<p>Customer: Burns Management Project & Est#: 14594 Designer: Kirsten Date: 10/29/21 Revision Date: 11/05/21</p>	<p>Approved As Is: _____ Signature/Date: _____</p> <p>Approved with Corrections; no further proof needed: _____</p> <p>Revisions Required; New proof needed: _____</p>
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X Sign Location

Quantity: 1

Size: 30" x 96"

Material: Sign will have an opaque back ground that will be painted to match the color of the building. Letters will be push thru white acrylic and faced with brushed aluminum. When lit letter will have a halo lit letter affect.

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 P: 518.409.5121 (T/446) F: 518.478.8489
 www.AdkSignCo.com

Customer: Burns Management
 Project & Est#: 14594
 Designer: Kirsten
 Date: 10/29/21
 Revision Date: 11/05/21

Approved As Is: _____ Signature/Date _____
 Approved with Corrections: _____
 no further proof needed: _____
 Revisions Required; New proof needed: _____