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STATE OF NEW YORK : COUNTY OF ULSTER  
TOWN OF MARLBOROUGH PLANNING BOARD

----- X

In the Matter of

HUDSON VALLEY TREE HOUSE

Project No. 17-1019  
80 Gobblers Knob, Marlboro  
Section 108.3; Block 2; Lot 64

----- X

PUBLIC HEARING - SITE PLAN

Date: April 2, 2018  
Time: 7:30 p.m.  
Place: Town of Marlborough  
Town Hall  
21 Milton Turnpike  
Milton, NY 12547

BOARD MEMBERS: CHRIS BRAND, Chairman  
JOEL TRUNCALI  
BEN TRAPANI  
CINDY LANZETTA  
JOSEPH LOFARO  
STEVE CLARKE

ALSO PRESENT: RONALD BLASS, ESQ.  
PATRICK HINES  
VIRGINIA FLYNN

APPLICANT'S REPRESENTATIVE: LAUREN BAGLIO

----- X

MICHELLE L. CONERO  
PMB #276  
56 North Plank Road, Suite 1  
Newburgh, New York 12550  
(845)541-4163

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CHAIRMAN BRAND: I'd like to call the meeting to order with the Pledge of Allegiance to the flag of our country.

(Pledge of Allegiance.)

MR. TRUNCALI: Agenda, Town of Marlborough Planning Board, April 2, 2018. Regular meeting 7:30 p.m. Approval of stenographic minutes for 3/5. Hudson Valley Tree House, public hearing, site plan; Twin Pond Enterprise, preliminary, site plan; Robert Young (Estate), discussion, lot line. After meeting discussion without attorneys, engineers and stenographer, Michael Turturro, Highland Avenue, Marlboro, New York, 36 unit project, 12 units to be built, 24 remaining units to be built. Joint meeting with Town Board and Zoning Board after meeting. Next deadline: Friday, April 6th. Next scheduled meeting: Monday, April 16 th.

CHAIRMAN BRAND: I'd like to have a motion to approve the stenographic minutes for the March 5th meeting.

MR. LOFARO: I'll make that motion.

CHAIRMAN BRAND: Do I have a second?

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MR. TRUNCALI: I'll second.

CHAIRMAN BRAND: Any discussion?

(No response.)

CHAIRMAN BRAND: All those in favor,  
say aye.

MR. CLARKE: Aye.

MR. TRAPANI: Aye.

MS. LANZETTA: Aye.

MR. TRUNCALI: Aye.

MR. LOFARO: Aye.

CHAIRMAN BRAND: Aye.

Any opposed?

(No response.)

CHAIRMAN BRAND: So carried.

First up, Hudson Valley Tree House,  
public hearing.

If you could point it just kind of flat  
so that we can see it and whomever in the  
audience is interested can see it.

I believe that they've prepared a video  
presentation for us. If you are interested I  
would suggest you find a spot where you're able  
to see the television.

MR. DUNN: May I take a seat?

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CHAIRMAN BRAND: Absolutely. Maybe spin it completely sideways.

MS. BAGLIO: Everybody can see? All right.

"Here we have an overview shot of Gobblers Knob. The white line is our easement. You'll see the Mahans and the Hudson Valley Tree House on the bottom of the map, and above our easement the property is Alonge, Murphy, Roper, Hawver and Kraiza.

Here's the GPS directions that will take you to the correct address of the Hudson Valley Tree House.

Here we have an aerial view of a vehicle traveling on South Street, making a right onto Gobblers Knob. The first house on the left is one of the properties of the Mahans.

After traveling up Gobblers Knob you'll find the main residence to the left before turning right onto the gravel portion of the road which leads to the Hudson Valley Tree House.

You can see the road has been completely maintained to the point where it is now safe to have two-way vehicular traffic.

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Here we have the residents of the Hudson Valley Tree House clearing leaves and any debris that fall into the road in the fall, along with removing the snow, 600 feet of the gravel portion of Gobblers Knob down to the paved section of Gobblers Knob. You'll notice we are plowed in. This happens every snowfall.

Here you will find the residents of the Hudson Valley Tree House maintaining the road by filling in potholes.

Here is an aerial shot of an unmaintained section of Gobblers Knob coming down from the top of Gobblers Knob, Kraiza's home to Roper's property. This section is not a part of our easement.

This is a shot of the gravel road last summer that leads to the Hudson Valley Tree House. You can see a lot of brush, overgrown vegetation and a lot of low-hanging branches. The Marlboro Fire Department suggested we clean it up so that we can have an easier path to our home.

Here are the results after we removed the brush, low-hanging branches and overgrown

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vegetation. The gravel road leading to the Hudson Valley Tree House is now commutable and (inaudible) two-way vehicular traffic and emergency vehicles.

How does everyone win? Here's how. We will now be closed during the winter months. This means no worries about ice and snow for the fire department and our neighbors' concerns about guests in the snowy months.

We are now asking for approval of one bedroom instead of three bedrooms. This means no worries about fifty percent of the home not being available for the owners.

We are now going to be picking up all guests off premises and driving them up in our own car to the Hudson Valley Tree House. When they want to leave we will drive them back down in our car as well. This means no one booking a night at the Hudson Valley Tree House will have any problems arriving to the right house or will go past our easement.

Marlboro gets a B&B that will support the local economy and keep with the character of the Town. Our neighbors will live like they

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always have, with no interruptions or unwanted interactions.

And last but not least, Hudson Valley Trees House will finally become an official and highly exclusively bed and breakfast. That's how everyone wins.

CHAIRMAN BRAND: Thank you.

MS. BAGLIO: I have one more thing (handing).

CHAIRMAN BRAND: So for the record, the applicant has given us a letter from the owner of Benmarl that grants permission for Hudson Valley Tree House to allow the guests to park at Benmarl for off-premises parking while enjoying their stay and the Hudson Valley Tree House, and it's signed by Victor Spaccarelli Junior.

Did you have anything else to present this evening?

MS. BAGLIO: No. I'm just happy to answer any questions.

CHAIRMAN BRAND: Pat, do you want to just run through your comments?

MR. HINES: Sure. My first comment, just in reviewing the 16 October 2017 minutes,

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the issues that were addressed in those minutes were the liability insurance issues for the private road, the fire department access to the road and issues regarding, I think, trespass of guests from the bed and breakfast onto adjoining property owners were the three major issues that we talked about at that meeting. They did come back at the November meeting but the only appearance was to have it rescheduled for tonight's meeting. So they were here last year in October.

There was some discussion at that meeting of modifications to the private road, driveway, the access, the turn and whether the jurisdictional fire department had reviewed those. We don't have any plans that show any of that work. I don't know if that's still on the table. We'd be looking for a signoff from the jurisdictional emergency services regarding those.

Then there was discussion of the insurance liability that the owners were going to look at providing. We would need Ron's comments on that if that is still proposed.



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In reviewing the minutes those were the four items that really stood out.

CHAIRMAN BRAND: This is a public hearing. Any interested parties that are here either for or against will have an opportunity to speak at this time. I would ask you to keep your comments brief.

Mr. Garofalo, I'll allow you to go first.

MR. GAROFALO: Thank you very much.

CHAIRMAN BRAND: Please state your name for the Stenographer if you do choose to speak.

MR. GAROFALO: James Garofalo. I'm not against this project. I do want to talk a little bit about accessibility and parking based on I heard the parking requirements may now be lower. It had been four spaces with two bedrooms. They showed a photo showing eight possible parking spaces, and I would -- this is nicely done, unfortunately it's not terribly practical. The vehicles that are parked against what I believe is a garage can not back up because of the other two vehicles that are not backed up against the garage. So while it may be two in the garage,

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clearly the most you could possibly get is four outside. If you look at the Town's Zoning Code, parking spaces are supposed to be 200 square feet, roughly 10 by 20 we'll say. The garage is approximately 21 feet in width. You can't get three cars across there. Maybe you can get two. You would end up with four parking spaces, which would be enough going with a one bedroom. It's one more than I think that they would need.

What I would suggest, though, rather than keep two across here, would be to have the two in the garage, one on the side over by the sidewalk and one at the very end, that way the people in the garage can actually get in and out. It won't be the easiest maneuvers but they won't be blocked in. That's what I would suggest, that the Board accept this plan but have only four parking spaces, not eight.

The other thing is with four parking spaces, the accessibility requirement of the space, which normally would have to be 16 feet wide, that space does not have to be reserved solely for people having accessibility problems. It can be used jointly by anyone. So you don't

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have to sign it. I will give you this document. I highlighted the section that talks about the use of accessible parking when you have four or less spaces. So I'll present this to you.

CHAIRMAN BRAND: You can give it to the secretary.

MS. BAGLIO: With the site plan that Patti Brooks did, it already adjusted all of those parking spaces. That's already been taken care of.

CHAIRMAN BRAND: Thank you.

MS. BAGLIO: You're welcome.

CHAIRMAN BRAND: Anyone else? Please state your name for the record.

MR. KRAIZA: Michael Kraiza, K-R-A-I-Z-A, one of the residents of Gobblers Knob.

As a follow up to what Mr. Garofalo said, any documents that were prepared and the video that indicated cars on it, we're talking very small cars. A lot of people have pick-up trucks that are substantially bigger than the vehicles pictured. If you look at her video, the one location where two cars can pass on the

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stretch of the easement was the one they filmed it at. You move those cars fifteen, twenty feet either way, two aren't passing each other, even if they're small, on that little stretch of the easement.

There were also some pictures on the easement of the residents of the Tree House filling potholes and doing their own snow blowing. That's pretty nice of them. I've been repairing the road for the eight years I was there, nine years. Mr. Alonge has been doing it for about thirty. I plow all the time up there. He works for the highway, so you know where he is when the snow's going. He's not up there plowing. That's me that's been plowing the road.

We went to the residents of the Tree House a couple years ago and asked them if they would like to chip in on some road repairs. We got an answer that said they weren't. I said well if you chip in for the road repairs we'll plow down your driveway too. They said they wanted to take care of it on their own.

The easement is there. It's passable one car.

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Filling in the potholes. I filled those potholes the year they moved in there. If they were due to get filled in again, just like the ones up by my house, they've got to truck and fill them. That's nice, they didn't want to bang their car around anymore. That's all up to them.

Back to the parking spaces. They're not going to be able to back out of that place. The pin for the driveway that shows the easement is right in the middle of the blacktop. I don't know how they could ever park there. The applicant indicates that she's going to correct this by having some off-site parking. I don't know how many people are always going to live up to off-site parking. And then who's going to enforce it so we don't have that problem again and they start driving up and down there and I put my car in a ditch like I did last year around May-ish when they had people up there before they even applied to the Board and got caught. When somebody is flying down 30 miles-an-hour and I have to pull over and put my car in a ditch, I'm really annoyed when that happens. That's when I found out this was turning up.

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Like they said, they might have good guests. They might ask them to stay. Everybody wants to go explore when they come up to the country. They're walking around the streets up there. I didn't buy a house and build a nice house on a private road because I want transients milling around looking at my house.

The GPS thing, that's nice too. You know what, I can't tell you how many times I've sent people to 80 Gobblers Knob who ended up at my house. That's where they end up, at my house. They follow the road straight up, they're at my door.

Funny, it just happened two days ago. Spectrum came and repaired your cable, didn't they? You can say thank you, I sent them down there. I didn't tell them I don't know where 80 is. I sent them down there again. Spectrum was at my house Saturday.

MS. BAGLIO: Okay, but --

MR. KRAIZA: They got lost again. Spectrum was there because I asked my daughter who was coming up.

MS. BAGLIO: We didn't have anything --

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MR. KRAIZA: We don't have Spectrum.

MR. BAGLIO: Neither do we.

MR. KRAIZA: Spectrum was looking for 80 Gobblers Knob. They ended up coming down there again. It happens all the time when they come up there.

Other people milling around my neighborhood is not what I bought a house in a private development for, private area. I didn't want that.

You can never get rid of the liability factor. Besides the enforcement of this parking and the winery owner that says he supports this, let him put a house on his property and see if he wants a bed and breakfast on his property. With the liability, whether she goes up and down in her car or with three of her guests, if somebody gets hurt -- I've been practicing personal injury law a long time. Mr. Blass indicated last time he wasn't too familiar with it, and nobody here was, about who was going to get sued. I know exactly who is going to get sued. I know for sure. The road people -- the people that own it, especially on the private road. It wasn't wide

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enough, something happened here, something happened there. Of course you're going to name them. If they're in the car as passengers, they're perfect plaintiffs. It's not me. I don't own this road, I didn't drive the car, all I know is I'm going to sue the driver of the car and the owner of the road, and here we are back again. Even if we got the policy they talked about, an indemnification agreement, one is that it's never going to be enforceable if they back out of it. Two, if they got the insurance this year, you can go get a policy today with a down payment. The first time your premium comes due and you don't pay it, you've got a policy in your hand to show everybody additional insurance. If you stop the payment I'm going to get a letter, maybe because I'm an insured, saying they didn't make the payment. Now I've got to go back and sue them again. I'm not looking for any of this aggravation up there. I just want a straight out place where there's a limited number of houses. That's what I bought, that's what I thought I moved into ten years ago, and now something changed. Something changed.



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Nobody came around and asked and said do you mind if they put this in. There was a thing indicating what nice neighbors they are. Nobody asked. Nobody wanted to chip in on the repairs. Now they wonder why nobody wants this project now that lives up there. Mr. Mahan is the only one. Mr. Mahan lives downhill. Nobody looks at views from downhill, they all wander up. They don't walk down. He's got no objection to it, it doesn't bother him. He's below it.

Thank you.

CHAIRMAN BRAND: Thank you.

Mr. Alonge.

MS. BAGLIO: Can I --

CHAIRMAN BRAND: You don't have to address each applicant, but if you want to.

MS. BAGLIO: I'd like to.

CHAIRMAN BRAND: Feel free.

MS. BAGLIO: We never had a Spectrum appointment. They never came to our house. I feel like you need to prove that happened. I do believe all of our neighbors have security cameras. If they want to prove that they could, or we can call Spectrum. We did not get service

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from Spectrum.

The incident with the car -- with his car going off the road, is there evidence of the car, make, model, color, anything? We can always trace it back to whether it was one of our guests or not.

As far as driving past the easement; like we said, we would drive them personally so they wouldn't go past our easement.

We tried to reach out to Michael Kraiza to discuss entering a road agreement. He refused to discuss it with me. I left voicemails on my neighbors' phones asking if they would speak to me so we could talk about entering a joint road agreement where everyone on the road was on the same one so we could all be on the same page, we know exactly what is due when, how we can chip in. The only thing I would ask is that it's fair and everyone is in the know and we're all on the same page like any other proper road agreement. I'm very happy to enter into that. I think that would be wonderful going into the future for that to happen, and we are willing to contribute to the road. We just ask that everyone is on the

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same agreement when we do it just so we know everyone is paying their fair share. Also, these things can be expensive so we want to be prepared to put money aside so we have the money in hand to give. Knocking on someone's door and asking for money out of the blue when you need a repair is no way to go about doing it. I was never asked to join an agreement or it never came up and I didn't know if it was my right to suggest it, but I think at this point it would be good for all neighbors involved and I'd be happy to do it. I have no problem doing it. I would love to contribute. I just need a heads up so I can come up with the money. That's all.

MR. KRAIZA: My cell phone has no voicemail set up. Anybody that knows me knows that forever. My house has no answering machine. I never got a call.

MS. BAGLIO: So to speak to that, Patti Brooks was kind enough to say I'll reach out to Michael Kraiza for you and offer my office as --

MR. KRAIZA: Patti called me Friday.

MS. BAGLIO: -- to offer a mutual space that is mutual, because we're both clients of

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hers. She said you know what, I have a relationship with him, I have a relationship with you, I can be the middle ground for you guys to come together and have a discussion. I was told that he refused to have a discussion with me to go over any concerns and, you know, figure out, you know, what we can do with road maintenance.

We're giving up one of our cars so we can start saving money for a pick-up so that we can help with plowing.

MR. KRAIZA: I can tell you exactly what I told Patti. I don't need the hearsay from you.

MS. BAGLIO: I'm just telling you we would love to --

MR. KRAIZA: I told Patti she should save her time because I wasn't interested in having a bed and breakfast underneath my house. That's what I told her.

MS. BAGLIO: The road agreement is something separate. You don't want --

CHAIRMAN BRAND: I'm just going to ask you to keep your comments directed to the Board.

MS. BAGLIO: My understanding is that a

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road agreement is something that should take place whether or not this goes through. I think that would be healthy for all of our neighbors and I think that that would kill the he said/she said thing that's going on right now. We moved in, we spent all of our money on the down payment and, you know, paying the closing costs and, you know, I said when you start doing other repairs give me a heads up and I'll contribute. That never happened. I never got any other contact past that one time. I feel like it's not fair for one incident to be how you judge somebody on how they are as a person. I did offer to contribute later down the line when we had money and with a heads up so I could come up with the money. They never asked past that, so --

CHAIRMAN BRAND: Thank you. Mr. Alonge.

MR. ALONGE: If she could put that TV back on with the layout of the land, I'd like to explain something to you all. Would you put that back on?

I bought this property from Frankie Troncillito like thirty-five years ago and I

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planned on staying there the rest of my life because it borders my homestead. I'm going to retire this year. I try to enjoy my property that I worked for all my life and I've got to put up with something like this. We've got five people that do not want this on our road. It's a private road, not a public road. So if you want to try to have this happen, I don't know what to tell you. If I have to sue the Town I will sue the Town.

I just want you to know -- where is the map of the road, the right-of-way? This road goes in here and dead ends. This road that comes down is not there. It does not exist. So your fire truck is not going to come down that road because it's not there. The road was -- the road goes right to the edge of the road and goes straight up, which is an incline that is impossible for a vehicle to go up. So whether the fire truck, they have to go up and back in and bottom out because the road is solid rock there. That's one thing I want you to look at. There's no way you're getting a fire truck around that road.

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MS. ALONGE: Has anybody been up there?

CHAIRMAN BRAND: I did.

MR. ALONGE: I'm sorry she came up here and bought a house and now she wants to turn it into a bed and breakfast to pay for her house. That's not my problem. Like I said, if I have to sue this Town I will sue the Town. I've lived here sixty-four years. I paid my dues, I paid my taxes and I got to have something like this happen to me? Unacceptable. Unacceptable.

Thank you.

CHAIRMAN BRAND: Thank you.

MS. ALONGE: When she applied for this was she told that it was a private road? Is it legal to have a business on a private road that doesn't belong to the Town?

CHAIRMAN BRAND: A home occupation is allowed on a private road.

MS. ALONGE: Okay. You know, a public business?

CHAIRMAN BRAND: Mm'hm'. A home occupation business is.

MS. ALONGE: Is a bed and breakfast a home occupation?

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CHAIRMAN BRAND: It is considered a home occupation under our Town Code.

MS. ALONGE: That's all I wanted to know. If she -- if something does happen and she gets sued, or say something happens on the road and, you know, we're liable, the Town gave her permission for this. I just want it in the minutes that, you know, I think that we reserve the right to turn around and sue the Town because they gave her permission, you know, because of liability issues. I just wanted that in the minutes should this pass.

CHAIRMAN BRAND: Thank you.

I believe he's ready to go so I'll allow him first and then you're next.

MS. BAGLIO: Can I just speak to the fire department comments?

CHAIRMAN BRAND: Sure.

MS. BAGLIO: So I met with the fire chief and he discussed that the fire truck went up around this way and tried to get down here. It is too steep. Originally we thought they can go around here and go down. Even if they did that they would still need to go this way and



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back up to our house. At the end of the day we did realize if you go up and back up it's actually the faster route to our home. It would actually take more time to go up, around and try to maneuver down. This is the fastest and safest route to our house.

CHAIRMAN BRAND: Thank you.

MR. DUNN: My name is Bruce Dunn. I appeared before you before. I'm the attorney for the Alonges, the Murphys, Mr. Hawver, Mr. Roper and Mr. Kraiza.

I'll take your advice and try to be brief. I told you that's not my strong point. If I go too far, let me know.

There's two things, two aspects of this application that nobody can dispute. They were echoed by the County Planning Board when the presentation was made to them, by counsel for this Board on the prior meeting dates. Those two aspects -- there are a number of aspects. I'll only mention two. One is the law and the second is the private road.

The law in this matter is what this Board is directed to consider. In the prior

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transcript when I used the word shall it wasn't in quotes but it should have been because your code, Section 155-2, says "The word 'shall'" -- quote in the transcript -- "is mandatory without option." So those sections of the Zoning Code go on. It says, "Required site plans shall include the following information," and a number of those things include what is applicable and available according to the international building codes for those people who are disabled. "The detailed site plan shall show grading and drainage plan showing existing and proposed contours, traffic flow patterns" and other things.

Shall -- "The access to all buildings shall be reasonable to accessible emergency vehicles." On a number of occasions in these meetings we've talked about what the fire company can and can't do. At one of the meetings she indicated that one of the members of the fire company came in four minutes. Well, Marlboro is fortunate to have a fire company that responds quickly, at least in terms of it's members, assistant chiefs and chiefs. What they come is they come in their private vehicles as soon as

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they get the call. That truck is another fifteen to twenty minutes away. If it has to go up the road past the driveway to her house, back in and bottom out, then back up while there may be four cars parked there, that's not accessible. That house is gone at that point. If it's a tanker truck and that truck empties it's water in fifteen minutes itself and there's no other water around, and there's not, perhaps the entire development is gone. We don't know. It depends on the time of year I suppose.

I'll go on. "All special uses shall be subject to the additional review and approval requirements of Section 155-31 dealing with site plan review and the general considerations for special use permits. In permitting any special use the Planning Board 'shall'" -- quote/unquote for the transcript -- "take into consideration the public health, safety and general welfare of the comfort and convenience of the public in general in the Town and of the immediate neighborhood in particular." This immediate neighborhood which has been in existence for as long as Charlie Alonge just indicated to you had

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at it's beginning the picture that I provided at an earlier date, the sign dead end, private road, residents only. So the second undisputed fact, the law and private road, is that every time that this applicant went to this property before she bought it, and every time she's gone to that property every time since, including when she goes home tonight, there's a sign that says dead end, private road, residents only. That means something. That meant something to the County Planning Board, that meant something to some of your Members when you discussed it before. A private road through a development in an agricultural zone shouldn't have a commercial development -- a commercial business on it unless it comes to an agreement, which was perhaps suggested or advised by your attorney. There's no agreement and there won't be an agreement.

There has been, and I recorded it, in conformance with that sign that says private road, residents only, dead end, this declaration of intention, reserved restrictions on the use of land which has been signed by the two landowners of that easement. The only access this applicant

1 has to her house is an easement that she bought  
2 after she passed the sign that says private road,  
3 residents only. That easement gives she and her  
4 resident occupants of the house ingress and  
5 egress over a 50 foot right-of-way, period. This  
6 declaration, which has been recorded, is for the  
7 purpose to maintain the character of the  
8 neighborhood and community and the quality of  
9 said rural subdivision, something that this Board  
10 by it's code shall consider. The prohibitions --  
11 one of the prohibitions of the document -- and I  
12 gave you copies the last time. I'll give you  
13 copies of the recorded one if you want -- there  
14 shall be no use of the restricted property, which  
15 is this road, this private road, for any  
16 commercial purpose. "No part of the restricted  
17 property may be used at any time for any purpose  
18 or by any means to facilitate, enhance, benefit  
19 or otherwise support any home occupation, bed and  
20 breakfast, boarding house or commercial  
21 enterprise of any kind."  
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23 The Zoning Code permits special use  
24 permits and site plan approvals for home  
25 occupations, one of which is a bed and breakfast,

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in the right place, even on a private road. This is not the right place. This is a community with five other landowners who don't want to have their property trespassed on by sightseers who choose to leave the residence when they're there and come up and stand at the top of the hill to look at the Hudson River, which is one of the pictures that was on this applicant's website before she had permission to rent as a B&B. We don't know if that picture would come back up or not, but we know she's not going to operate the B&B without the permission of this Board, and the permission of the Board should not be granted.

Clearly between the law and that fact alone, not to mention the fact that we spent time in this -- in these proceedings talking about some insurance policy, talking about indemnification, not to mention that that's not there. We've also determined that, or at least it's been suggested, that she can't control her occupants. I think the figure was at least ten percent of the occupants that might come can't be controlled. They'll be up all over the place. They're going to bring their cars up there.

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They're not going to park at the winery.

We just request the Board to follow the law and the facts and in no disputed way should this be granted. Thank you.

CHAIRMAN BRAND: Thank you.

MS. BAGLIO: Can I say something as well?

CHAIRMAN BRAND: Yes.

MS. BAGLIO: As far as fire safety, we just had gotten a fire inspection and we've passed it and we provided that for the Board.

As far as the declaration goes, that's why we changed our plan to have us driving on the road and not the guests. So they won't be driving past the easement.

We can and we will get umbrella insurance which covers us and our guests in the car in case of a liability issue. We put that in place so that everyone involved is protected, including the road. You can't insure somebody else's property, which is something that I looked into. You can insure yourself. That's why we fixed the issue with people going past the easement by having them in our cars, controlling

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where they are at all times because they're in our cars. We're not going to drive past our easement. We know where it is, we know how to get to our home, we're not going to make a wrong turn. We're not operating in the winter. You don't have to worry about any concerns with that with liability.

As far as fire safety goes, we have fire escape plans for every room. We showed them to the Board.

What else? Also the sign that they're putting as part of the declaration is a generic sign. We are respecting it to be on the right side of our neighbors. We are respecting their wishes that no guests drive on the road by accommodating them through our own vehicle. This way no one is going to interact with them. It would be the same amount of traffic because it will be our cars. No extra cars are going to be driving on the road. They will be escorted from us the whole day, it's going to be part of our gig, because we'll drive them to the farm, to the winery, to the restaurant. We will be a part of everything they do. Offering concierge service



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to us is kind of our way of answering that, making sure that that isn't something that will be a problem anymore. I feel like we've already kind of contained that issue.

CHAIRMAN BRAND: Thank you.

Please state your name for the Stenographer.

MR. MURPHY: Jerry Murphy, 50 Gobblers Knob. Not to belabor the point. I just want to go on record again that my wife and I oppose the bed and breakfast. We have concerns about our privacy being violated. It has happened in the past. We believe it will happen again. I'm not convinced that these arrangements that they talked about will be honored. If they're not honored it's our privacy that's going to be violated when people come up on our property.

Not even the sightseers but even the utility companies. Back six weeks ago I guess I had Central Hudson up on my property with a truck looking for 80 Gobblers Knob. I watched them go up and down the road for about five minutes before they came up my driveway and asked where is this 80 Gobblers Knob, we can't find it. I

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told them where it was. They tried to get there, could not get there, came back to my house a second time and said would you explain to me again how I get to 80 Gobblers Knob. So it continues.

Secondly, my wife and I, along with the Alonges, are not prepared to incur the liability that will come with these visitors on our private road. I think our attorney raised some of the other issues.

Not to belabor, I just want to go on record that we still oppose the bed and breakfast.

Thank you.

CHAIRMAN BRAND: Thank you.

Anyone else from the public?

MS. BAGLIO: I would just like to point out that Central Hudson are not our guests. I'm not sure how that applies to this. I kind of feel like it's every other company that goes up there it's my fault apparently.

CHAIRMAN BRAND: So just for the Board's understanding, we did ask you to investigate the insurance and liability aspect.

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MS. BAGLIO: Yes.

CHAIRMAN BRAND: You're saying that you were unable to do so?

MS. BAGLIO: Basically how it works is you -- what I've been told from several insurance companies is that you can get --

MR. KRAIZA: Can you speak up?

MS. BAGLIO: Sure. What you can get -- you can't insure somebody else's property. The way that we are protecting them is by getting umbrella insurance to cover our car which will be on the road and operating. If there's an accident we have umbrella insurance that will cover any injuries or any liability if that were to occur. So that's kind of like the go-around way of getting liability for the road.

The second form of umbrella insurance is for the home itself. Say anybody gets hurt or something goes wrong, there's another umbrella for that separately. There are two different policies, for the car on the road and for the home and whatever happens there. So it's covered.

The road itself is not my property. I

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can't insure the road. The car on the road and anything that happens with the car on the road is insured. That's how you get around that issue. They won't be sued. We would be sued because our umbrella insurance covers any incidents with us involved with our car on the road.

CHAIRMAN BRAND: The other question that the Board had before were the improvements to the access. You did show some of the road repairs.

MS. BAGLIO: Right.

CHAIRMAN BRAND: Is there anything in particular with that turn that's been addressed?

MS. BAGLIO: So the turn, we've done all that we could to remove branches and brush and anything that would make it hard for the truck to get down.

One thing that we will do to help with that is -- Eric said that the car, when they back up it bottoms out a little bit and if we could even out the layer of the road so it doesn't dip so much, that that would be very helpful and he'd appreciate it. We said okay, we'll do that. We didn't do it yet but we're happy to do it if we

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pass. No problem.

CHAIRMAN BRAND: Anything else from the Board?

MR. DUNN: May I respond to a couple of those things?

CHAIRMAN BRAND: Yes.

MR. DUNN: I don't think the suggestion of the Board or the Board's Counsel was to insure the road. What the suggestion was was to insure the liability for the use of the road. That's a policy that anybody can buy. You don't have to go to Lloyd's of London for it. It's a liability policy that indemnifies landowners for the actions that occur on their property. We're not just talking about cars. People love to fall and slip and sue. They can be walking up and down the road and sue the landowner. It's not even her car, nor is it her umbrella.

It's totally unacceptable to make private property owners on a private road subject to liability by individuals brought there by a commercial enterprise belonging to somebody else. The Town isn't willing to be a party to enforce the insurance and neither are we. Neither are

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the landowners.

CHAIRMAN BRAND: Ron, can I ask for your interpretation on that as far as obtaining a policy for the road?

MR. BLASS: What we have been talking about is a defense and indemnification agreement backed up by, I would say, \$2,000,000 of base liability coverage and a \$5,000,000 umbrella. \$7,000,000 total. The insurance policy would be obtained by the bed and breakfast. The beneficiaries of the defense and indemnification agreement would be the other homeowners who may share the use of the road.

CHAIRMAN BRAND: Is it your understanding that that's obtainable without her owning the road?

MR. BLASS: It's definitely obtainable. It would be secured by endorsements of additional insurance in the stated amounts. The beneficiaries of the additional insurance, the homeowners, could be entitled to notice of any cancellation of the policy. The special permit could be conditioned on the continuation of the policy of insurance and could evaporate in the

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event of cancellation. So it's not a large policy insuring the use of the applicant's vehicle. It's a large policy insuring a defense and indemnification obligation.

CHAIRMAN BRAND: Thank you.

MR. DUNN: And it requires an agreement that these landowners are not going to make because every time they get sued, \$15,000 later after they've defended the lawsuit, maybe it gets dismissed. They have no interest in spending their time in depositions and going to court defending a lawsuit or having somebody else's insurance company defend the lawsuit. It's just a situation that nobody in any circumstance would want to be sued by somebody who comes into a commercial enterprise in a residential neighborhood on a private road.

CHAIRMAN BRAND: Am I to understand your clients aren't willing to enter an agreement with the applicant to share the indemnity of the road or the maintenance of the road?

MR. DUNN: To share the maintenance of the road? They have their own maintenance agreement that she had refused. That's correct.

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MS. BAGLIO: That's not true. That's incorrect.

CHAIRMAN BRAND: Her most recent comment was that she was willing to --

MR. DUNN: We don't know that. I'm sorry but we don't know that. We know that Patti Brooks made an offer to Mr. Kraiza to sit down. He asked her if she was representing this applicant. She was not.

MS. BROOKS: Please don't speak for me. I'm here. Please don't speak for me. I'm here.

MR. DUNN: I'm just telling you what Mike told me. If this is -- I think I have five or six transcripts where I've appeared for these homeowners. Nobody contacted me.

Then with respect to the road, the private road, and this making -- changing it's grade or doing something with that hairpin so that the emergency vehicles can get there to the residence on the property, your code again, the Town Code of Marlborough, says that if you're going to change or extend a private road, that road has to be according to the specs of the Town as private roads as they exist now. Nobody is



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going to make that private road according to those specs so that it can be -- so it can qualify for an expansion. Anything other than that would be a taking by the Town if it was going to dedicate the road or if the Town was going to permit the application. Frankly that's taking of property of the homeowners.

CHAIRMAN BRAND: Thank you.

MS. BAGLIO: I just want to say this isn't an enterprise. It's a home occupancy asking for one bedroom to be rented out.

MS. LANZETTA: Ron, I'm sorry, I still don't quite understand this. Do the other parties have to give permission in order for her to maintain a liability policy?

MR. BLASS: No, I don't think so.

MS. LANZETTA: Okay.

MR. BLASS: It would be a condition of any approval that a defense and indemnification obligation is provided to benefit the other homeowners by the applicant and that it be backed up by significant policies of additional insurance naming the other homeowners as beneficiaries of the coverage.

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MR. TRUNCALI: Ron, do you have a copy of the easement?

MR. BLASS: I don't. I don't. We've been talking about a notice of intent document prepared by Mr. Dunn this evening. I do not have a copy of the easement.

MR. TRUNCALI: He states that there's an easement and in their easement it says that there are no home occupations allowed on this private road. We haven't seen that document.

MR. BLASS: I have not seen it. I've only seen the instrument prepared by counsel.

CHAIRMAN BRAND: That's what he was referring to. It's not in the easement, it's in the instrument prepared by Mr. Dunn that states that there's no use for a home occupation.

MR. BLASS: The deed into the Tree House property probably came with an easement that we're talking about. I have not seen that deed nor an easement within it.

MS. BAGLIO: I have handed the deed in, and I've also handed the easement in. I have them with me right now if you'd like to look at them. The right-of-way does not state anything

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about commercial use or prohibiting it. They did put in the document that -- or the declaration saying that they would like to enforce no home occupancy businesses of any kind, which they were going to file with the County Clerk's office. When I asked you what that meant, Ron, you said you weren't really sure and that you needed --

MR. BLASS: I can tell you exactly what I said. I said it means that in the event of approval there will be litigation.

MS. BAGLIO: Right.

MR. BLASS: That was not indefinite. That was definite as you've heard tonight.

MS. BAGLIO: Right.

MR. BLASS: That should not be a surprise.

MS. BAGLIO: Okay.

CHAIRMAN BRAND: Patti.

MS. BROOKS: I just wanted to clarify for the record, because my name has been bantered about, so I can basically say what my involvement in the process has been.

As Mr. Kraiza knows, I did meet with him and Mr. Alonge in my office. They also know

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that I was hired by the applicant to prepare a site plan. Subsequently, last week, I did reach out to Mr. Kraiza, actually two weeks ago, and he was away on continuing education. We finally did connect. I asked him if we possibly could meet. I have to say that although I understand that this is a public forum, it's difficult to try to get neighbors to try to cooperate. I've been involved in land use issues for over forty years and I know how, you know, land is even more important than family sometimes I have found out. I was hoping that I would be able to get everybody together in the same room at the same time to try to work out the issues. At that point in time Mr. Kraiza asked me had she hired me to get everybody together in the room, and I said absolutely not. That is absolutely the case. I wanted to do it because I thought it was the right thing to do. I absolutely was hired by the applicant to prepare her site plan. I just wanted to clarify the differences. I was hired to do a site plan. I was not hired to call him and ask everybody to sit in the room together because I just really was hoping that that was

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something that would happen.

CHAIRMAN BRAND: Thank you for  
clarifying that.

Mr. Alonge.

MR. ALONGE: We absolutely told you we  
don't want to make any deal. We absolutely told  
you. Am I correct?

MS. BROOKS: You did, but I thought it  
was worth a try.

MR. ALONGE: That's all I wanted to  
know. Thank you.

CHAIRMAN BRAND: Any other comments  
from the public?

(No response.)

CHAIRMAN BRAND: Ron, as far as the  
public hearing goes, should we close it this  
evening? Move to close it or --

MR. BLASS: Yeah, I think you could  
close it. The points being made are starting to  
get redundant, unless it's just me who thinks  
that.

CHAIRMAN BRAND: Is there a motion to  
close the public hearing?

MS. LANZETTA: I'll make that motion.

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CHAIRMAN BRAND: Is there a second?

MR. LOFARO: I'll second.

CHAIRMAN BRAND: All those in favor?

MR. CLARKE: Aye.

MR. TRAPANI: Aye.

MS. LANZETTA: Aye.

MR. TRUNCALI: Aye.

MR. LOFARO: Aye.

CHAIRMAN BRAND: Aye.

Any opposed?

(No response.)

CHAIRMAN BRAND: So carried.

MR. TRUNCALI: I'd like to say that I think we still need to see the right-of-ways or easements or what -- the private road agreement, if there is any.

MR. BLASS: Apparently there are easements in the file of the Planning Board which are not very long and not very substantive. They're straightforward, simple easements establishing a right of access and a right of maintenance. That's about it.

CHAIRMAN BRAND: As far as Mr. Dunn's presentation, could you clarify that for us, what

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that means as far as our deliberations are concerned?

MR. BLASS: As I recall the presentation, I don't recall any referencing of the easement in question. I do recall referencing a legal instrument prepared by counsel and maybe recorded with the Ulster County Clerk's office. That's my recollection. He's here, you can ask him.

CHAIRMAN BRAND: Was that filed with the Ulster County Clerk?

MR. DUNN: It was filed in Ulster County. I have copies for everybody.

CHAIRMAN BRAND: Just give those to the secretary. I know you handed them out last time as well.

MR. BLASS: The instrument is significantly longer than the easement, put it that way.

CHAIRMAN BRAND: So they will come before us again?

MR. BLASS: Well, I think -- would you like me to prepare a draft decision?

CHAIRMAN BRAND: I would. I'd like to

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see -- also like to take into consideration whatever the consequences of this declaration are. I would like to give her perhaps some more opportunity to look into looking at that indemnity insurance that you're referring to.

MR. BLASS: Okay.

CHAIRMAN BRAND: Mr. Kraiza, the public hearing is closed but I will let you speak quickly.

MR. KRAIZA: I can probably save you that step. The indemnification agreement that your Board's Counsel referenced is going to require a signature by all the landowners, at least the landowners who own the road, and they are here today indicating they're not going to sign it. To put off something that says we're going to get an indemnification agreement that says in the event somebody gets sued we'll indemnify and told you harmless and we'll put up a defense, your answers are right here tonight. It's not going to change in a month. They haven't changed since October.

The fact about getting insurance on other people's property, I actually think the



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applicant is right on that. I can't go and insure your property. Most insurance companies won't let me do that. You have to prove an insurable interest at best. Passing over an easement I don't think is going to qualify for that.

CHAIRMAN BRAND: I think our attorney thinks otherwise.

MR. KRAIZA: You can kick it around but I think those answers are probably the two questions for tonight.

CHAIRMAN BRAND: We still have not heard from the jurisdictional fire department on this? We haven't received anything from them; correct?

MR. HINES: We don't have anything new from them since October.

CHAIRMAN BRAND: So I would like you to come back and see what you can do about that policy.

MS. BAGLIO: I already tried. To be honest, I don't believe I can get that policy. I've tried. I've talked to multiple people. If Ron has somebody that he knows that can make that

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happen, I'd be willing to speak with them. Like Mike said, they're not planning on signing it, which would make it --

CHAIRMAN BRAND: I don't believe he felt it was necessary for them to sign it is what he --

MS. BAGLIO: You don't think it's necessary for them to sign it?

MR. BLASS: I know that the Board can condition any approval on defense and indemnification of others. That would not require an agreement, it would require unilateral action by the Board. Whether or not the policy of insurance in an adequate amount could be obtained or not, I can't speak to that.

MS. BAGLIO: Okay.

MR. BLASS: I know defense and indemnification obligations are assured by additional insured endorsements.

MS. BAGLIO: I wasn't able to get it. I don't think I'm going to be able to get it.

CHAIRMAN BRAND: Maybe in the interim. We'll plan you for the next meeting.

MS. BAGLIO: If you would all like to

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make a decision and come to a decision. I have nothing else to offer you. I've done my homework. I've tried. I would just ask the Board vote and come to a decision. I've literally done everything that I could to resolve the issues with the road, driving people up, I've talked with the fire department, I've cleared brush, I've had meetings with them, I've had them write letters. I've handed in all the easements that I could find on the road. It doesn't say anything about commercial use. I've tried to talk to my neighbors about entering a road agreement, and I'm still happy to do that. At this point I feel like I've done everything that I could to appease everyone as far as not having people drive on the road, getting umbrella insurance on the car, getting umbrella insurance on the home. I'm tapped out. I need at least -- I can't do anything else.

CHAIRMAN BRAND: Members of the Board?

I, for one, would like to see her pursue that further for my own clarification. If Ron thinks that's something she can do, I think it would definitely -- I understand most of the

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community --

MS. BAGLIO: I wish I could. Everyone has told me no. Unless Ron knows somebody who can. He's not really sure. Correct? Ron, I don't want to misquote you.

MR. BLASS: I'm not going to do anything in particular to aid the applicant or --

MS. BAGLIO: That's fair enough.

MR. BLASS: I think the applicant is requesting a decision of the Board. I could prepare a draft decision or two draft decisions and give them to you for your next meeting.

CHAIRMAN BRAND: Okay. That will be fine.

We'll see you at our next meeting.

MS. BAGLIO: The next meeting will be a meeting that will give a decision on which way this is going to go; is that correct?

CHAIRMAN BRAND: Hopefully.

MR. BLASS: April 16th.

CHAIRMAN BRAND: April 16th. Is that correct, Jen?

MS. FLYNN: Yes.

CHAIRMAN BRAND: We'll see you on April

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16th.

(Time noted: 8:30 p.m.)

C E R T I F I C A T I O N

I, MICHELLE CONERO, a Notary Public  
for and within the State of New York, do hereby  
certify:

That hereinbefore set forth is a  
true record of the proceedings.

I further certify that I am not  
related to any of the parties to this proceeding by  
blood or by marriage and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 10th day of April 2018.

*Michelle Conero*

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MICHELLE CONERO

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STATE OF NEW YORK : COUNTY OF ULSTER  
TOWN OF MARLBOROUGH PLANNING BOARD

----- X  
In the Matter of

TWIN POND ENTERPRISE

Project No. 16-9013  
2007 Route 9W, Milton  
Section 103.1; Block 1; Lot 3

----- X

PRELIMINARY - SITE PLAN

Date: April 2, 2018  
Time: 8:35 p.m.  
Place: Town of Marlborough  
Town Hall  
21 Milton Turnpike  
Milton, NY 12547

BOARD MEMBERS: CHRIS BRAND, Chairman  
JOEL TRUNCALI  
BEN TRAPANI  
CINDY LANZETTA  
JOSEPH LOFARO  
STEVE CLARKE

ALSO PRESENT: RONALD BLASS, ESQ.  
PATRICK HINES  
VIRGINIA FLYNN

APPLICANT'S REPRESENTATIVE: PATTI BROOKS

----- X

MICHELLE L. CONERO  
PMB #276  
56 North Plank Road, Suite 1  
Newburgh, New York 12550  
(845)541-4163

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CHAIRMAN BRAND: Next up, Twin Pond Enterprises, preliminary, site plan.

MS. BROOKS: As the review comments noted, it actually has been almost a year since we've been back to the Board with regard to this application. We were here last year, April '17 of last year. The Board had some concerns specifically about drainage and screening. The applicant has been working with an engineer to try to resolve those issues.

Some of the major changes that we have made on the application was originally we were proposing to relocate the driveway from the northerly end of the site to the southerly end. That has been changed. Based on the access from the Navarro properties we felt that it would be best to leave the access where it is right now.

We have been in contact with Central Hudson. One of the comments was to discuss or to get something in writing from Central Hudson. They are interested in conveying the property that is currently owned by them behind the commercial building. They will retain an easement over it. They're willing to sell it in

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exchange for getting an access easement over the applicant's property.

CHAIRMAN BRAND: Could you repeat that? Central Hudson will sell that easement? Is that what you said?

MS. BROOKS: Not the easement. They own fee title right now to that chunk of land. Where it says "Lands of Central Hudson Gas & Electric," they actually own that parcel. They're willing to convey it and retain the easement over it in exchange for getting an access easement off of 9W because they have difficulty accessing their easement from different locations. So wherever they have the opportunity -- as long as they have the easement on the property, they still have control of being able to do what they want to do. This would be a win-win situation where the applicant will own the property, still subject to an easement, and Central Hudson will gain an access easement through the property to be able to maintain their right-of-way corridor.

We did receive a comment letter this afternoon. I don't know if the Board wants to



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review that.

CHAIRMAN BRAND: Pat, would you go through your comments?

MR. HINES: Sure. Our first comment is that they were here a year ago. I think they were referred from the building department here a year ago.

The applicant's cover letter said there was a drainage analysis. We did not receive a drainage analysis, so we'd be looking for that drainage report to be submitted. I did, after the comment, find a single-line calculation for the sizing of the stormwater pipe which I don't feel is adequate.

There was some excavation. The berm was excavated in the rear of the site. Back last year, March or February, I was out on the site adjoining this one and there was clearly excavation that had changed the course of the drainage from the rear of the property to the front. We're looking for that stormwater report to address that. That was in our comments last year as well.

DOT will require a similar report for

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connection of the proposed closed pipe drainage system to their drainage system in Route 9W.

Information pertaining to the DOT access modifications. The current driveway is proposed to be re-striped and realigned it looks like. We'll need some detail on that.

The Board should discuss installation and provisions for a sidewalk within the DOT right-of-way consistent with the Board's policy to provide that.

There's some new pavement details associated with the proposed stormwater improvements. We're looking to see if that clearly defines where that paving will be placed.

There's some landscaping details. It doesn't identify indigenous species, type or size of those plants. We'll be looking for that.

There's a fence proposed along the DOT frontage. We need a detail for that.

There is a proposed screen fence to the north side rear of the building. We're looking for some details. I think that's going to be a slatted chain link. Details for that.

More importantly, number 10, I think

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the Board has concerns. The open storage area is proposed to be fully enclosed by a six-foot high fence but I think the Board is going to need some idea of how high the storage within that -- a six-foot high fence doesn't effectively screen anything higher than six feet. If there's an intent of having outdoor storage of a significant height, I think the applicant is going to need to address that issue as well. Height of the outdoor storage I just discussed about.

Jurisdictional fire department comments should be received.

The Central Hudson agreement. There is an easement across the property frontage to the rear. We didn't know there was a proposed lot line change associated with the lot consolidation. We'll be looking for that plan.

There was a fairly significant area of disturbance that was bulldozed, excavated last spring. We were looking for the drainage report to address that. Back last April we asked for that. That should be addressed.

The diversion of the stormwater on the site is a significant concern.

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Any potential or future -- existing or future lighting on the site should be addressed.

This has to go to County Planning once we get the detailed plans.

CHAIRMAN BRAND: Ron, did you have anything?

MR. BLASS: No.

CHAIRMAN BRAND: Anything from the Board?

MS. BROOKS: I guess one of the main questions/concerns/issues is with regard to the fencing of the outdoor storage. We had originally come in with a plan that was showing fencing along the top of the proposed pallet area, a concrete pad in the back of the site. There had been some discussion about the goal as being shielding and creating, I guess, a better street scape. We had proposed, because again people's eyes when you're driving are going to -- really are going to be within your periphery vision. That was the reason that I came up with the street side fencing, because although it isn't necessarily going to be as high as the storage trailer that's on the site or as high as

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the pallets are on the site, if the eye is directed to fencing and greenery, you don't really see beyond that visually. Right now there is no screening or fencing on the northerly side of the Navarro property, although they have junk cars stored there. So I'm a little bit confused on what is outdoor storage. We had this discussion at the initial meeting and I don't think that there was a resolution with regard to whether the box trailers, once they come off a tractor, when they're parked there, is that considered storage. So I'm looking for a little bit of clarity on what exactly storage is, and what is the goal, and is there another way that we can achieve the screening that will be acceptable to the Board and still be reasonable, and make sense, and achieve what the ultimate goals are.

CHAIRMAN BRAND: My understanding was the screening that you have on the proposed pallet -- the pallets outside was the outdoor storage that I thought we were referring to, not the trucks themselves. Just the mountains of pallets.

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MS. BROOKS: We certainly can put a fence back there. I still personally feel that screening along the highway bounds is more friendly and creating a better street scape. Again, that's one of the things I'm looking for feedback from the Board. Certainly that's what it's about, right, is to create --

CHAIRMAN BRAND: Absolutely.

MS. BROOKS: -- an attractive street scape for people who are driving into our community.

CHAIRMAN BRAND: I'll agree with you that that's a significant improvement as well. Comments from the Board?

MR. CLARKE: It's a commercial area and, you know, I don't know that it's going to look all clean and pretty all the time. I kind of agree with Patti. The only problem is it would stand out because it would be the only place where there would be any screening. Navarro's don't have any screening. There's none south of there that I can think of at all. There's nothing on the other side of the road. I think that, you know, that's a good start to have

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screening out front. I think the pallets are going to come and go. Maybe at some point they'll be enclosed in another building so there would be nothing outside. It is a commercial area.

MR. MANNESE: That is the ultimate goal. I keep spending thousands of dollars to pay a stenographer, an engineer to write reports and complain. So when I do get money they're going to go into the building and go in the back. That's the ultimate goal. I have zero problem with putting a fence across the front like tomorrow. We had discussed this the last time we met to ask just to go ahead so I can put a fence so we can see what it looks like and just get it over with instead of coming back here every month for the next three years. That's what this seems like it's turned into.

MS. BROOKS: You still have a site plan application before the Board. There are still other significant concerns. If in the interim, now that spring is coming, in addition to proceeding with the site plan process he is able to, in the interim, put up some fencing and some

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landscaping, perhaps that will assist with the immediate concerns of the fact that you're right now occupying the site without proper site plan approval. So we're trying to find a balance here between having him continue to operate the business and conforming with the site plan. That's my goal is to try to -- I'm always about the meeting of the minds.

MR. TRUNCALI: I think trees will do more in the long run. A little fence is not going to cover up anything here.

MS. BROOKS: That's why I was proposing trees and fencing. I really do think -- even just looking across the street at what Revesio Landscaping has done. You go past there and it's like wow, that looks nice. To try to start doing that in that corridor I think, you know, is a positive direction.

CHAIRMAN BRAND: It's a great goal. Anything else?

MS. BROOKS: I'm sorry. Pat started to say something.

MR. HINES: Just along those lines, your code specifically says six-foot high opaque



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fence. We're always good with flexibility.  
Somehow we have to meet the intent of the code.

CHAIRMAN BRAND: Could the trees go  
behind the fence?

MR. HINES: In front of the fence,  
behind the fence.

MR. TRAPANI: What did they do in  
Marlboro? It looks pretty good down there. By  
the pear orchard where they had fencing.

MS. LANZETTA: It's a stockade fence.

MR. HINES: They had the existing  
stockade fence. On the north side they added  
fencing and some landscaping and this Board  
determined that -- on the south end you  
determined that the existing vegetative screening  
was appropriate.

MS. BROOKS: Which site?

MR. HINES: The first one coming out of  
town. It used to be Noto's Supply.

CHAIRMAN BRAND: The Pods.

MS. BROOKS: The Pods one. Yeah. That  
was mine as well. The fence is already there.

CHAIRMAN BRAND: Pat, is there a  
regulation on how high you can store things

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outside with regard to those pallets?

MR. HINES: No.

CHAIRMAN BRAND: There's nothing in the code?

MR. HINES: No.

MS. BROOKS: I guess that's my point. I understand that the code says six-foot opaque fence. If I can have a six-foot opaque fence and then I can have twenty-foot high pallets, you know, what's the goal?

MS. LANZETTA: To follow the code.

MS. BROOKS: We can. I mean the six-foot opaque fence can go around the entire pallets. We talked about that. Obviously the applicant is willing to do that. Maybe the code needs to be looked at.

CHAIRMAN BRAND: I, for one, like your idea as long as it meets the code. If we have a six-foot opaque and possibly some plantings either in front or behind that will eventually grow over that to provide even more screening for the pallets, I think that would be good.

MR. LOFARO: I agree. That sounds like a good plan.

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MS. LANZETTA: What are you talking about? The front along 9W?

MR. LOFARO: Along 9W.

MS. LANZETTA: So you would like to see a stockade fence with plantings in front of the fence similar to what's at the other end of 9W?

CHAIRMAN BRAND: Or behind so that the trees grew up to block the view.

MR. LOFARO: The intention is for the trees to get taller over time.

MS. BROOKS: So I just want to be clear.

MS. LANZETTA: Well let me just back up. Because the plantings at the southern end of 9W in front of the stockade fence are not meant to change the view at all, they're just meant to soften the effect of the fence.

MR. HINES: That was the intent when it was Noto's Supply.

MS. LANZETTA: What you're saying is you want something that's going to grow up taller than the fence to block the view. So you wouldn't want a planting like that, you would want some kind of a fast growing evergreen?

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CHAIRMAN BRAND: Something. I think that would help to provide and improve the view shed through there.

MS. LANZETTA: That takes up a significant amount of area.

CHAIRMAN BRAND: Right. That's why I was thinking behind the fence.

MS. LANZETTA: But then you're -- I'm just saying you're taking up a significant area of the parking area if you really want it to grow up.

MS. BROOKS: And we were not proposing that. What we would propose, if the Board wanted the fence along the entire frontage, the six-foot opaque, I want to make sure I'm understanding you correctly, that the six-foot opaque fence would be along the entire frontage and that would be acceptable for the screening, and then in front of that we were proposing something along the lines of a Boxwood Hedge, something like that that was not necessarily going to grow forty foot tall but would soften the fence.

MS. LANZETTA: Yeah.

MR. HINES: I want to clear the record

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real quick. It's eight feet in the code. The building inspector just corrected me. I stated six here. Eight feet is the code.

MS. LANZETTA: I'm saying if you do want to have the fence, the smaller plantings in front make more sense, that you're not taking away area of the landowner to utilize. It's either that or if you say you want a real vegetative screen, then the only fair way, in my opinion, to do that is to do a full vegetative screen and not have the fence, because if you're trying to do both then you're -- I think you're unfairly encroaching on the property of the landowner. That's just my opinion.

MS. BROOKS: Right now it doesn't give you the option. It says the eight-foot opaque fence. It doesn't say you can have --

MS. LANZETTA: Correct.

MR. MANNESE: I have zero problem putting a vinyl fence eight-foot high.

CHAIRMAN BRAND: So it seems as though you have a lot of homework to do.

MS. BROOKS: Right. I guess the question is with regard to the opaque fence, we

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2 had talked about it previously. The fencing  
3 along the north boundary line, we were proposing  
4 where the fencing was on the north side of the  
5 building to put a slatted chain-link fence up  
6 there with the gated area, and then we will  
7 propose the eight-foot fence with greenery in  
8 front of it along the entire frontage. I guess  
9 my question is is that satisfactory? I thought  
10 it had been the last time that we were here. I  
11 want to make sure. Do we need to have a return  
12 on that fence along lands of Navarro? I just  
13 want to make sure I'm understanding clearly on  
14 where exactly that fence has to be, because fully  
15 enclosed storage, it's hard -- what does that  
16 mean? If it's supposed to be a visual impact --  
17 I mean certainly we can do a section of a return  
18 of the fence back to the Navarro building. I  
19 don't necessarily want to --

20 MR. HINES: That's similar to what you  
21 did on the Pods. They returned the fence where  
22 there was existing vegetation and/or other  
23 screening. The Board found as long as it was  
24 sufficiently screened, that was acceptable.

25 CHAIRMAN BRAND: And then this north

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side on the return back there, there's fencing proposed there as well; correct?

MS. LANZETTA: This is the fence here.

CHAIRMAN BRAND: Right. That goes all the way to 9W, that fencing that you have on the north side?

MS. BROOKS: Yes. The entire north line along lands of Russo. We'll fence that return because there is going to be storage on that side and that is agricultural -- well, agricultural/commercial on that side.

MR. TRUNCALI: I think on the south side you should go back to where the trucks are parked.

MS. LANZETTA: I agree. I agree.

MS. BROOKS: Back to where the building is and where the blacktop is coming back in.

MR. MANNESE: I'll cover up the junk cars, too.

CHAIRMAN BRAND: So the entire north side, the front side with some type of vegetation, and the south side back to your first red dot there.

MS. BROOKS: Yes.

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MR. CLARKE: If you're trying to kind of hide things, could you swap the employee parking and the trailer parking? Those box trailers would be less visible at that end of the site.

MS. BROOKS: Because of the geometry and the way the trucks drive in and out, that's why they are parked the way they are. It would obstruct access for Central Hudson if we were trying to move those box trailers back there. They'd have to be in a whole different -- we played around with that a lot.

CHAIRMAN BRAND: Any other comments?

(No response.)

MS. BROOKS: I understand there is still a lot of homework. I wanted to make sure that from a planning perspective I could address the issues I could handle. I understand we'll get back with the engineer about the additional work that he needs to provide and get with DOT and Central Hudson and make sure we give you back some paperwork from them.

CHAIRMAN BRAND: Great. Thank you.

MS. BROOKS: Thank you very much.



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(Time noted: 8:50 p.m.)

C E R T I F I C A T I O N

I, MICHELLE CONERO, a Notary Public  
for and within the State of New York, do hereby  
certify:

That hereinbefore set forth is a  
true record of the proceedings.

I further certify that I am not  
related to any of the parties to this proceeding by  
blood or by marriage and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 10th day of April 2018.

*Michelle Conero*

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MICHELLE CONERO

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STATE OF NEW YORK : COUNTY OF ULSTER  
TOWN OF MARLBOROUGH PLANNING BOARD

----- X  
In the Matter of

ROBERT YOUNG (ESTATE)

Project No. 18-2001  
1871 Route 9W, Milton  
Section 103.1; Block 1; Lots 28 & 30

----- X

DISCUSSION - LOT LINE

Date: April 2, 2018  
Time: 8:50 p.m.  
Place: Town of Marlborough  
Town Hall  
21 Milton Turnpike  
Milton, NY 12547

BOARD MEMBERS: CHRIS BRAND, Chairman  
JOEL TRUNCALI  
BEN TRAPANI  
CINDY LANZETTA  
JOSEPH LOFARO  
STEVE CLARKE

ALSO PRESENT: RONALD BLASS, ESQ.  
PATRICK HINES  
VIRGINIA FLYNN

APPLICANT'S REPRESENTATIVE: PATTI BROOKS

----- X

MICHELLE L. CONERO  
PMB #276  
56 North Plank Road, Suite 1  
Newburgh, New York 12550  
(845)541-4163

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CHAIRMAN BRAND: Next up, Robert Young (Estate).

Pat, do you want to run through your comments first? We're pretty familiar with this one.

MR. HINES: The applicant is before the Board to discuss the conditional approval. The previous lot line change that was approved had a condition that the overseas containers and box trailers be removed from the site. That was included in the resolution and on the plan. Basically they're asking that that be deferred until a future time.

You do have a site plan before you. We suggest there are three options. One would be to get security for it, the removal of those, and allow them some time period to remove them. So basically bond or provide security acceptable to the Town. Number two, make it a condition of the site plan that's before you right now which will buy them some time possibly, not a lot. Or number three, to continue to require the removal prior to filing of the map. They're pre-existing nonconforming on the site right now.

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MS. LANZETTA: Why can't they be removed?

MS. BROOKS: He's got to empty them.

MR. ALDRICH: I have to empty them. As we make room in the dealership to move things that are in those trailers, which I'm making progress. I should be done in a week's time. I already hired Complete R&R to remove those trailers. I have that right here. So I'm definitely moving forward.

MS. BROOKS: I'll submit a copy of it, the signed agreement.

MS. FLYNN: Thank you.

MS. LANZETTA: How much time do you think you need to do that?

MS. BROOKS: Six to eight weeks?

MR. ALDRICH: Is that good? Is that acceptable?

MS. BROOKS: If we do it as part of the site plan, which was one of Pat's suggestions, I think that will put us in line with the timeframe of --

MR. ALDRICH: I think I can definitely do it quicker.

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MS. BROOKS: If not before. Right.

MR. ALDRICH: Like I said, I already have most of them empty. If it wasn't for the snow today, I would be a quarter -- three-quarters of the way done.

CHAIRMAN BRAND: We can just make it a condition of the site plan; correct? That's one of the options?

MR. HINES: It's possible. You may want some security. I don't know. The timeframe seems short enough it could happen. I'll defer to Ron on that.

MR. BLASS: The proposal is to amend condition number one of the approval. It's now removal of box trailers to removal of all box trailers within eight weeks.

MS. LANZETTA: I think that sounds to me as the best, otherwise we're going back against our own resolution.

MR. LOFARO: Exactly.

MS. LANZETTA: I prefer to do it that way.

CHAIRMAN BRAND: Me, too.

MR. BLASS: Okay. So I guess that's

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the determination, whether or not it's suitable for the Board to modify that condition to require removal within eight weeks.

MS. LANZETTA: I'll make that motion.

CHAIRMAN BRAND: Is there a second?

MR. LOFARO: I'll second.

CHAIRMAN BRAND: All those in favor?

MR. CLARKE: Aye.

MR. TRAPANI: Aye.

MS. LANZETTA: Aye.

MR. TRUNCALI: Aye.

MR. LOFARO: Aye.

CHAIRMAN BRAND: Aye.

Any opposed?

(No response.)

CHAIRMAN BRAND: So carried.

MS. BROOKS: Thank you very much. So we'll be able to run the final prints, get them signed and then he has to remove them within eight weeks therefrom or he'll be in violation; right? Okay.

CHAIRMAN BRAND: Just before the Stenographer leaves I would like to note that we did receive information on a planning board

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seminar Thursday, April 12th. Everybody has that information before them.

(Time noted: 8:55 p.m.)

C E R T I F I C A T I O N

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*Michelle Conero*

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MICHELLE CONERO