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2 STATE OF NEW YORK : COUNTY OF ULSTER
3 TOWN OF MARLBOROUGH PLANNING BOARD
4

X

2 In the Matter of
3

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5

6 STEWART'S SHOPS
7

8 Project No. 14-7010
9 1872 Route 9W
10 Section 103.1; Block 2; Lot 88.200
11

X

10 SKETCH - SITE PLAN

11 Date: June 16, 2014
12 Time: 7:30 p.m.
13 Place: Town of Marlborough
14 Town Hall
15 1650 Route 9W
16 Milton, NY 12547
17

18 BOARD MEMBERS: FRANK RICCIARDONE, Acting Chairman
19 CHRISTOPHER BRAND
20 BEN TRAPANI
21 MICHAEL LOGUE
22 JOEL TRUNCALI
23 WALT FALKENBERG
24

25 ALSO PRESENT: RONALD BLASS, ESQ.
26 PATRICK HINES
27 KATHI NATLAND
28

29 APPLICANT'S REPRESENTATIVE: CHUCK MARSHALL
30

31

32 MICHELLE L. CONERO
33 10 Westview Drive
34 Wallkill, New York 12589
35 (845) 895-3018
36

2 MR. RICCIARDONE: I'd like to make
3 the meeting come to order.

4 (Pledge of Allegiance.)

5 MR. RICCIARDONE: Joel, if you
6 would the read agenda.

7 MR. TRUNCALI: Agenda, Town of
8 Marlborough Planning Board, June 16, 2014.
9 Regular meeting 7:30 p.m. Approval of
10 stenographic minutes for 5/27 and 5/5. Stewart's
11 Shops, sketch, site plan; Gallo Realty,
12 extension, subdivision; C. Wilklow, discussion,
13 lot line revision; J. Weed, discussion, site
14 plan; Wenz Consolidation, sketch, lot line
15 revision. Next deadline, Friday, June 20th.
16 Next scheduled meeting, Monday, July 7th.

17 MR. RICCIARDONE: The stenographic
18 minutes for 4/27/14, has everybody got them, read
19 them or --

20 MR. TRUNCALI: I'm good with them.

21 MR. RICCIARDONE: A motion to accept
22 them?

23 MR. TRUNCALI: I'll make that motion.

24 MR. BRAND: I'll second.

25 MR. RICCIARDONE: Who seconded? Chris.

2 Okay. All in favor?

3 MR. BRAND: Aye.

4 MR. TRAPANI: Aye.

5 MR. LOGUE: Aye.

6 MR. TRUNCALI: Aye.

7 MR. FALKENBERG: Aye.

8 MR. RICCIARDONE: Aye.

9 Okay. I'm assuming that 5/5 we didn't
10 read. I know I didn't read.

11 MS. NATLAND: You have them already.

12 MR. RICCIARDONE: We'll table them.

13 MR. TRUNCALI: I wasn't here.

14 MR. LOGUE: We can table them.

15 MR. RICCIARDONE: We're okay to table
16 them for the next meeting?

17 MR. FALKENBERG: Yes.

18 MR. RICCIARDONE: Okay. First on the
19 agenda, Stewart's Shop, sketch.20 MR. MARSHALL: Is it all right if I
21 just sit down?22 MR. HINES: That's our normal
23 procedure.24 MR. MARSHALL: I'm Chuck Marshall, I'm
25 the real estate representative from Stewart's.

2 We're basically -- what happened is
3 that we're doing new tanks. Nothing is wrong
4 with these tanks. We're ahead of DEC standards.
5 As a self-insured company, any time we have the
6 opportunity to replace single wall or double wall
7 steel tanks with double wall fiberglass tanks, we
8 do it. That's what this is here.

9 When we do the tank replacement,
10 because it is an inconvenience to the store, we
11 look at what other features we might be able to
12 change to either bring them up to standards or
13 make some type of internal change to improve the
14 store as it sits.

15 What you'll see here is the 864 square
16 foot addition and then the freezer pad outside,
17 that will be just compressors. The freezer
18 itself will be internal.

19 They deliver on the north elevation,
20 which in essence remains the same. The
21 likelihood here is that you'll just see -- either
22 the cooler and freezer will shift and you'll see
23 an expansion and the cooler doors.

24 We're doing a customer -- an additional
25 customer access bathroom and the width in between

2 aisles have changed.

3 We're doing a lot of this. This is
4 probably -- this is a redevelopment is what we're
5 doing the most of. We have obviously locations
6 that people know, and we're just trying to
7 improve the stores.

8 So with that, basically the 864 square
9 foot addition is primarily all -- it will be
10 visible from the south and north elevations but
11 it will pretty much just be on the backside of
12 the building which is already essentially hidden
13 from the road.

14 The most visible changes are here. I
15 don't even want to call that visible, but --

16 MR. HINES: They're really not.

17 MR. MARSHALL: Yeah. But the same
18 material that's currently there, the pro-panel,
19 will be maintained. That's -- I hate to
20 oversimplify it but that's it.

21 The one thing I will say is companywide
22 we're going through a sign change. Right now we
23 have the single Stewart's and the ownership of
24 the company feels it's important that we be
25 branded as Stewart's Shops with the swish. They

2 equate it to Nike. I would have to think there's
3 a difference between Stewart's and Nike.

4 The freestanding sign would remain.

5 Depending on how your code measures signs, the
6 proposed building sign would decrease in square
7 footage.

8 There's already LED lighting in the
9 soffit and canopy, so you wouldn't really see any
10 change in that. If we were doing a larger change
11 it would be LED lighting throughout. We are
12 proposing an additional yard light, so that will
13 be LED.

14 MR. RICCIARDONE: This is what you're
15 proposing for the sign?

16 MR. MARSHALL: This is the existing
17 sign. Again, the square footage of the sign
18 changes -- the square footage of the total sign
19 remains, it just gets broken up differently
20 between the LED --

21 MR. RICCIARDONE: And the price is --

22 MR. MARSHALL: Not going to be 2.99.

23 MR. RICCIARDONE: I was hoping.

24 MR. MARSHALL: You know what the
25 funniest thing is, I do this like two or three

2 times a night, and besides not having dinner with
3 my wife ever, --

4 MR. HINES: You're preaching to the
5 choir.

6 MR. MARSHALL: -- the thing I hear the
7 most of is are those the gas prices and why can't
8 I use my milk club card at every Stewart's.

9 MR. HINES: And why is that? I'm only
10 kidding.

11 MR. MARSHALL: Stewart's is its own
12 profit center so the accounting gets --

13 MR. HINES: I concur this is a pretty
14 simple application. Again, it's 12 by 72 or 800
15 some square feet to the rear of the building. I
16 don't know anybody would notice. It meets the
17 bulk requirements for the zone. It's a Type II
18 action, commercial less than 4,000 square feet,
19 so there's no SEQRA review required on it.

20 County Planning approval is required because it's
21 along the County and State highways. A public
22 hearing is also required on an amended site plan.
23 It's pretty straightforward, as the applicant's
24 rep just described.

25 MR. RICCIARDONE: I'm assuming the sign

2 on top is going to change?

3 MR. MARSHALL: That's what I'm saying.

4 In the submission the way you see is
5 the existing elevation is on the top and the
6 proposed elevations are on the bottom.

7 MR. RICCIARDONE: It's here for sketch.

8 MR. HINES: It's a site plan actually,
9 so we don't even have sketch.

10 MR. RICCIARDONE: It says sketch.

11 MR. HINES: It could be scheduled for a
12 public hearing.

13 MR. RICCIARDONE: Okay. Do we have any
14 questions on it?

15 MR. LOGUE: It looks great.

16 MR. BRAND: Will the store be open
17 during this?

18 MR. MARSHALL: It might close early for
19 some of the internal work, but we don't close
20 stores. Yeah. That's pretty much -- we use the
21 same company throughout all of our changes, so
22 they know the access control for making the store
23 be open.

24 MR. RICCIARDONE: Okay. I guess
25 there's no questions. Do you want to schedule

2 this for a hearing?

3 MR. TRUNCALI: I'll make that motion.

4 MR. LOGUE: I'll second it.

5 MR. RICCIARDONE: I have a motion and a
6 second. All in favor, say aye.

7 MR. BRAND: Aye.

8 MR. TRAPANI: Aye.

9 MR. LOGUE: Aye.

10 MR. TRUNCALI: Aye.

11 MR. FALKENBERG: Aye.

12 MR. RICCIARDONE: Aye.

13 MR. HINES: It would be July 7th.

14 MR. RICCIARDONE: July 7th for the
15 public. I'm sure that's okay with everyone.

16 MR. HINES: We probably won't hear back
17 from County Planning by then. We may.

18 MR. FALKENBERG: When is the first
19 Wednesday?

20 MR. HINES: The 2nd.

21 MR. MARSHALL: Just out of curiosity,
22 I'll be on vacation so you'll see one of my
23 co-workers that night anyway, but I don't -- as a
24 Board do you approve contingent upon County
25 Planning?

2 MR. HINES: Not County Planning.

3 MR. MARSHALL: I mean do you want to
4 wait when you're -- when is your meeting after
5 the 7th?

6 MS. NATLAND: In August.

7 MR. RICCIARDONE: That would be the
8 following month.

9 MR. HINES: August 4th.

10 MR. MARSHALL: I'm just -- I mean
11 without --

12 MR. HINES: You're the first applicant
13 that ever wanted to put anything off.

14 MR. MARSHALL: No, no.

15 MR. RICCIARDONE: He doesn't want to
16 miss a meeting, number one.

17 MR. MARSHALL: That's not -- no, no. I
18 am going on vacation with my wife.

19 MR. HINES: If you have your public
20 hearing on July 7th, this Board could take action
21 on July 21st. We have two meetings a month.

22 MR. MARSHALL: Okay.

23 MR. HINES: Even if we didn't hear back
24 from County Planning, it would only cost you two
25 weeks, not the four.

2 MR. MARSHALL: The other option is if
3 you set it for the --

4 MR. RICCIARDONE: We don't do public
5 hearings, only the first Monday of the month.

6 MR. BLASS: Are you trying to avoid two
7 meetings in favor of one meeting?

8 MR. MARSHALL: Not for myself. I mean
9 I'm trying to save your agenda.

10 MR. BLASS: If that's the goal, you
11 probably would want to go to August.

12 MR. MARSHALL: That's fine. We'll do
13 it the 7th and the 21st. I was not trying to
14 complicate it. I was actually trying to simplify
15 it. But without doing the public hearing the
16 second meeting, I completely understand.

17 MR. RICCIARDONE: So we're staying with
18 the 7th for a public hearing.

19 MR. FALKENBERG: The County, if you
20 call them and get Howard to tell them that they
21 need the results.

22 MR. HINES: There's five Mondays in
23 June, so it works out we could have it.

24 MR. FALKENBERG: Maybe the first
25 Wednesday of the month. That works.

2 MR. RICCIARDONE: So this is good for
3 site plan?

4 MR. HINES: I think so. For the scope
5 of the work it has proposed, yes.

6 MR. RICCIARDONE: We need a motion for
7 site plan or just --

8 MR. HINES: We're going to do that at
9 the public hearing. Setting the public hearing
10 is the only action we can take tonight.

11 MR. MARSHALL: Thank you.

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13 (Time noted: 7:41 p.m.)

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

7 I, Michelle Conero, a Shorthand
8 Reporter and Notary Public within and for
9 the State of New York, do hereby certify
10 that I recorded stenographically the
11 proceedings herein at the time and place
12 noted in the heading hereof, and that the
13 foregoing is an accurate and complete
14 transcript of same to the best of my
15 knowledge and belief.

23 DATED: July 3, 2014

2 STATE OF NEW YORK : COUNTY OF ULSTER
3 TOWN OF MARLBOROUGH PLANNING BOARD
4 ----- X
5 In the Matter of
6

7 GALLO REALTY
8

9 Project No. 11-5008
10 Idlewild Road
11 Section 108.2; Block 9; Lot 40.250
12 ----- X
13

14 EXTENSION - SUBDIVISION

15 Date: June 16, 2014
16 Time: 7:41 p.m.
17 Place: Town of Marlborough
18 Town Hall
19 1650 Route 9W
20 Milton, NY 12547
21

22 BOARD MEMBERS: FRANK RICCIARDONE, Acting Chairman
23 CHRISTOPHER BRAND
24 BEN TRAPANI
25 MICHAEL LOGUE
26 JOEL TRUNCALI
27 WALT FALKENBERG
28

29 ALSO PRESENT: RONALD BLASS, ESQ.
30 PATRICK HINES
31 KATHI NATLAND
32

33 APPLICANT'S REPRESENTATIVE: JOSEPH POMARICO
34

35 ----- X
36 MICHELLE L. CONERO
37 10 Westview Drive
38 Wallkill, New York 12589
39 (845) 895-3018
40

2 MR. RICCIARDONE: Second on the agenda
3 is Gallo Realty.

4 MR. POMARICO: Good evening. I'm Joe
5 Pomarico of Talcot Engineering on behalf of
6 Charles Brown who couldn't make it, representing
7 Gallo Realty.

8 We are looking for a ninety-day
9 extension. We're waiting for the bond estimate
10 approval and also for the attorneys to work out
11 some of the maintenance agreement.

12 MR. BLASS: My recollection is that we
13 did an extension on this recently.

14 MR. HINES: Mm'hm'.

15 MS. NATLAND: Yes.

16 MR. BLASS: So do you have a copy of
17 that, Kathi, the last extension?

18 MS. NATLAND: I don't have it here.

19 MR. BLASS: You don't have a copy of
20 the last extension?

21 MR. POMARICO: I do not.

22 MR. BLASS: I'm trying to get that in
23 order to pick a date which is ninety days from
24 the expiration. We're trying to get these on a
25 system, on a cycle.

2 MR. POMARICO: Unfortunately I do not.

3 MR. TRUNCALI: I think May 5th was
4 the --

5 MR. HINES: Do we want to do it just
6 the ninety days and fill in the date in a letter?

7 MR. RICCIARDONE: Then ninety days from
8 the last extension.

9 MS. NATLAND: From the last one.

10 MR. BLASS: I think I have -- does June
11 17th ring a bell?

12 MR. HINES: Which would be why they're
13 here right now.

14 MR. BLASS: We could make it three
15 months from June 17th. So September 17th.

16 MR. HINES: That actually coincides
17 with their original approval two years ago.

18 MR. BLASS: Perfect. Luckily I have
19 this scratch sheet. So it would be September 17,
20 2014.

21 MR. RICCIARDONE: Everybody good with
22 that?

23 MR. LOGUE: Mm'hm'.

24 MR. RICCIARDONE: Okay. Do we need a
25 motion? I'll do a motion for extension to

2 September 17th, ninety days.

3 MR. TRUNCALI: I'll make that motion.

4 MR. TRAPANI: I'll second it.

5 MR. RICCIARDONE: Joel and Ben. All in
6 favor?

7 MR. BRAND: Aye.

8 MR. TRAPANI: Aye.

9 MR. LOGUE: Aye.

10 MR. TRUNCALI: Aye.

11 MR. FALKENBERG: Aye.

12 MR. RICCIARDONE: Aye.

13 All right.

14 MR. POMARICO: Thank you very much.

15

16 (Time noted: 7:44 p.m.)

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

7 I, Michelle Conero, a Shorthand
8 Reporter and Notary Public within and for
9 the State of New York, do hereby certify
10 that I recorded stenographically the
11 proceedings herein at the time and place
12 noted in the heading hereof, and that the
13 foregoing is an accurate and complete
14 transcript of same to the best of my
15 knowledge and belief.

23 DATED: July 3, 2014

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

In the Matter of

J. WEED

43 Mt. Zion Road
Section 108.2; Block 2; Lot 42.150

EXTENSION - SUBDIVISION

Date: June 16, 2014
Time: 7:46 p.m.
Place: Town of Marlborough
Town Hall
1650 Route 9W
Milton, NY 12547

15 BOARD MEMBERS: FRANK RICCIARDONE, Acting Chairman
 CHRISTOPHER BRAND
 BEN TRAPANI
16 MICHAEL LOGUE
 JOEL TRUNCALI
17 WALT FALKENBERG

18 ALSO PRESENT: RONALD BLASS, ESQ.
PATRICK HINES
19 KATHI NATLAND

APPLICANT'S REPRESENTATIVE: PATRICIA BROOKS

MICHELLE L. CONEBO

10 Westview Drive

Wallkill, New York 12589
(845) 895-3018

2 MR. RICCIARDONE: J. Weed is next.

3 This is for discussion only, site plan.

4 MS. BROOKS: So I wanted to discuss
5 with the Board the existing Weed Farm Market
6 located on Mt. Zion Road. Basically John is
7 looking to add, as part of his existing farm
8 operation, a farm winery license.9 So basically the site right now, the
10 majority of the traffic is directed to come into
11 this location. This is where all the pick-your-
12 own parking is. We have two buildings back here
13 that are used for farm market sales, B-1 are the
14 bathrooms and this back here is all truck crops.
15 This is additional --

16 MR. RICCIARDONE: Who crop?

17 MS. BROOKS: Truck crop. Not orchard.

18 MR. HINES: Tomatoes.

19 MR. FALKENBERG: Peppers.

20 MS. BROOKS: This is also planted as a
21 summer garden but fall parking after the truck
22 crops are done. There's a playground area here
23 for children, the corn maze is down in this
24 direction which is used seasonally, and a small
25 petting zoo in the summertime.

12 MR. HINES: It's relatively new. The
13 State is encouraging them actively.

14 MS. BROOKS: Yes. The State is very
15 actively encouraging them right now as accessory
16 uses to farm operations because it tends to bring
17 in more tourism.

18 So then I went to the Ag & Markets Law
19 because we're trying to figure out -- John is not
20 in any way looking to circumvent what needs to be
21 done. Obviously he contracted with us to do an
22 as-built site plan so that the Board would have a
23 copy of it and the Town would have a copy of it,
24 but we also would like to work with the Ag &
25 Markets Law and not go through a process that we

2 don't need to go through. So basically if you go
3 on to the Ag & Markets website, they have a lot
4 of guidelines on there that assist those of us
5 that are trying to work with the farm markets and
6 figure out what needs to be done. Basically the
7 change that changed what they consider to fall
8 underneath the umbrella of a farm operation so
9 that it will now include the farm winery
10 licenses. Basically John's goal is not to run a
11 winery there. He's very successful with his farm
12 operations. However, the ability to be able to
13 sell New York State wine and hard cider, much of
14 which is now being grown in the area, would
15 certainly be a small added benefit to what he
16 already has as a successful farm operation.

17 So we are asking the Board to review
18 the site plan as a courtesy, because he does fall
19 under the Ag & Markets Law, and he would like to
20 file with the building department and he would
21 like to file with the Planning Board and say
22 thank you very much. That's what our goal is
23 this evening.

24 MR. RICCIARDONE: Is he just purchasing
25 wine off the property to sell it or --

2 MS. BROOKS: He's not allowed to.

3 MR. RICCIARDONE: -- or is he going to
4 make it?

5 MS. BROOKS: He has to make it.

6 MR. RICCIARDONE: He has to make it
7 from his own grapes and own cider?

8 MS. BROOKS: He's allowed to do some of
9 it off site but in order to get this license some
10 of it has to be done on site. As he's getting
11 under operation some of the materials --

12 MR. RICCIARDONE: He can buy the juices
13 outside and things like that?

14 MS. BROOKS: Correct. Yup. Yup. The
15 same thing with the cider. I guess where I went
16 to get my guidance is I knew they just opened one
17 in the Town of Lloyd, so I went to the Town of
18 Lloyd and said instead of me reinventing the
19 wheel can you tell me what regulations this -- I
20 did my own research, downloaded the information,
21 and that basically is what we've been able to
22 come up with.

23 MR. BRAND: He'll be selling his own in
24 addition to local wineries?

25 MS. BROOKS: I'm sorry, say that again.

2 MR. BRAND: It will be his own product
3 as well as things from surrounding wineries?

4 MS. BROOKS: Correct. The same thing
5 with the hard cider.

6 MR. RICCIARDONE: So as far as the
7 guidelines to farm, do we have a provision in our
8 code as far as farm market wineries?

9 MR. HINES: No.

10 MS. BROOKS: Because it falls under Ag
11 & Markets.

12 MR. HINES: My question always is
13 what's the intensity of use. Is it going to
14 bring in twenty bus loads? Obviously this site
15 brings in many bus loads during certain times of
16 the year.

17 MS. BROOKS: This particular component
18 of the operation is not intended, I don't think
19 -- John, correct me if I'm wrong please -- you
20 know, to be marketed as a -- as bringing people
21 in, come to a wine tasting. People who come
22 there and are --

23 MR. WEED: It's a family event as it
24 is.

25 MS. BROOKS: He wants to keep it that

2 way.

3 MR. TRUNCALI: Is it only going to take
4 place while the pick your own operation is going
5 on?

6 MR. WEED: Yes.

7 MS. BROOKS: It would not have its own
8 separate set of operating hours.9 MR. WEED: I don't feel like working
10 seven days a week, twelve months a year. While
11 we're open from August through mid November.

12 MR. HINES: It's here for discussion.

13 MS. BROOKS: Yeah, because my
14 contention is we don't need a site plan because
15 we fall under the farm operation of the Ag &
16 Markets Law, but I wanted to discuss it.17 MR. BLASS: So that your interpretation
18 is that the rule is --

19 MS. BROOKS: Mm'hm'.

20 MR. BLASS: -- that under the Ag &
21 Markets Law a "farm operation" is exempt from
22 zoning?23 MS. BROOKS: Not exempt totally from
24 zoning. If you go through it they can look at
25 things like traffic and so on and so forth. This

2 Board never has done so on any of the farm
3 markets in the community. The question just came
4 up with this particular application when alcohol
5 was going to be added to the farm market because
6 the question was can alcohol be considered part
7 of a farm operation. So the answer to that is
8 yes, because the State has determined that they
9 want to encourage this type of use to be
10 coincident with farm operations.

11 MR. BLASS: So that a farmers market
12 may -- I don't know the answer. A farm market
13 operation may not require a site plan in this
14 zone --

15 MS. BROOKS: Correct.

16 MR. BLASS: -- under the code?

17 MS. BROOKS: That's correct.

18 MR. BLASS: What zone is it?

19 MS. BROOKS: RAG-1.

20 MR. BLASS: Let me take a quick check.
21 Where I'm probably going to go with this is that
22 this seems to be a zoning administrator's
23 determination as to whether or not the use is
24 permitted or not permitted within the zone.

25 MS. BROOKS: Okay.

2 MR. BLASS: That's typically zoning
3 administrator business and not typically Planning
4 Board business. Has Tom made a determination
5 yet?

6 MS. BROOKS: Again, the only people who
7 have talked about it are Tom and Pat. We were
8 trying to go back and forth to find out what was
9 needed.

10 MR. HINES: I was struggling with we
11 recently had wineries come through, which was a
12 new use on a site, and we had -- we ran that
13 through a site plan and got approval. It wasn't
14 an operating farm at this time.

15 MS. BROOKS: Correct. They were not an
16 operating farm at that time in the Ag district
17 meeting the criteria of a farm operation.

18 MR. RICCIARDONE: But the wineries,
19 they do tastings and open bottles and things like
20 that.

21 MR. HINES: I think that's the way this
22 place is going to make its money.

23 MR. LOGUE: A basket of peaches and a
24 bottle of wine and call it a day.

25 MS. BROOKS: I told him he should have

2 cheese.

3 MR. LOGUE: That's a great idea.

4 MS. BROOKS: Again, this primarily is a
5 family operation but --6 MR. RICCIARDONE: There's going to be
7 picnic tables out there, they get the bread and
8 the cheese and the wine and the apples and cider.

9 MS. BROOKS: There already are.

10 Basically the cold storage area, a small portion
11 of it where we called it farm winery would be
12 converted.

13 MR. RICCIARDONE: That building exists?

14 MS. BROOKS: That building exists. It
15 was where the packing house was. They are not
16 packing on the site any more so some of that
17 space would be used for the farm winery.18 MR. HINES: This has grown on its own.
19 It's a very busy site during the U-pick. You can
20 fill this with buses.21 MR. RICCIARDONE: They're going to sell
22 and have open bottles of liquor?23 MS. BROOKS: Correct. That's why they
24 need an alcohol beverage license.

25 MR. BLASS: It seems to me --

2 MS. BROOKS: Go back to Tommy?

3 MR. BLASS: -- if the applicant is here
4 as a courtesy simply to show the Planning Board a
5 picture, that sort of presupposes a position that
6 the Planning Board doesn't have any site plan
7 power to begin with. So why is it here would be
8 the next natural question, and why isn't it with
9 Tom to basically make a determination?

10 MS. BROOKS: I can go back to Tom now.
11 In consultation with both Tom and Pat, it was
12 kind of like well, yeah, bring it to the Planning
13 Board and, you know, show them a map, an as-built
14 site plan --

15 MR. BLASS: And ask for?

16 MS. BROOKS: Not ask for anything.
17 Basically state my case. So now I will go back
18 to Tom --

19 MR. HINES: We did discuss that. We
20 did have wineries come through here, actual new
21 wineries. In that case it was a residential --

22 MR. RICCIARDONE: Wineries are on a
23 different plane than this farm market.

24 MR. HINES: They're going to produce
25 this on site. I don't know if it's very

2 different.

3 MR. TRUNCALI: You probably just found
4 this information out after --5 MR. HINES: I believe these licenses --
6 it's a new program with the State.7 MS. BROOKS: I just got this June 5th.
8 I'm learning as I'm going, too. I had asked for
9 placement on the agenda and then I did a little
10 more research on it. Now I can go back to Tommy.
11 It's a different animal than the one that just
12 got approval because it is in an Ag district, it
13 is an existing farm operation and we're looking
14 to add an accessory --15 MR. RICCIARDONE: Are you limited on
16 the amount of wine on site?

17 MS. BROOKS: Yes.

18 MR. HINES: It's high. It's 200,000
19 gallons or something like that.

20 MS. BROOKS: 150,000 finished gallons.

21 MR. RICCIARDONE: How many?

22 MS. BROOKS: 150,000 finished gallons.
23 I don't think -- you're not going that high, are
24 you?

25 MR. RICCIARDONE: Divide 250,000 into

2 two and that's how many people you can have as a
3 cooperative and make wine, because you're allowed
4 by New York State 200 gallons per person.

5 MR. HINES: This is a different
6 program. It's a separate license I believe than
7 a winery would get.

8 MS. BROOKS: Yes.

9 MR. HINES: This is a new -- it's only
10 six months old, I think, the regulations.

11 MS. BROOKS: It's basically just for
12 people who already have existing farm operations.
13 It's to operate a farm winery for the manufacture
14 of wine or cider at the premises specifically
15 designated on the license.

16 MR. RICCIARDONE: I don't think we have
17 really any tremendous jurisdiction over this, do
18 we? I mean it's under Ag.

19 MR. BLASS: Not unless Tom says site
20 plan is required. The only theory that I can see
21 that a site plan is required is it's a change of
22 use to some degree that is sufficient enough to
23 trigger site plan.

24 MR. BLASS: It's definitely a principal
25 use in an RAG zone as a farming operation, which

2 is a principally permitted use.

3 The other question is whether or not a
4 site plan is required with respect to this change
5 of activity on a pre-existing --

6 MR. RICCIARDONE: If Tommy says come
7 back, you're coming back. I don't know what
8 jurisdiction besides putting another building on
9 that site or something like that --

10 MS. BROOKS: Again, I think finding
11 this new law may look at things differently.

12 MR. RICCIARDONE: Okay.

13 MS. BROOKS: All right. Thank you very
14 much.

15 John, do you have any other questions?

16 MR. WEED: No.

17 MR. RICCIARDONE: We'll close the
18 discussion.

19

20 (Time noted: 7:59 p.m.)

21

22

23

24

25

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

7 I, Michelle Conero, a Shorthand
8 Reporter and Notary Public within and for
9 the State of New York, do hereby certify
10 that I recorded stenographically the
11 proceedings herein at the time and place
12 noted in the heading hereof, and that the
13 foregoing is an accurate and complete
14 transcript of same to the best of my
15 knowledge and belief.

23 DATED: July 3, 2014

2 STATE OF NEW YORK : COUNTY OF ULSTER
3 TOWN OF MARLBOROUGH PLANNING BOARD
4 ----- X
5 In the Matter of
6

7 WENZ CONSOLIDATION
8

9 (14-7003)
10 Plattekill Road
11 Section 108.2; Block 9; Lot 33.1/3/4/5 & 34
12

13 ----- X
14

15 SKETCH - LOT LINE REVISION

16 Date: June 16, 2014
17 Time: 7:59 p.m.
18 Place: Town of Marlborough
19 Town Hall
20 1650 Route 9W
21 Milton, NY 12547
22

23 BOARD MEMBERS: FRANK RICCIARDONE, Acting Chairman
24 CHRISTOPHER BRAND
25 BEN TRAPANI
26 MICHAEL LOGUE
27 JOEL TRUNCALI
28 WALT FALKENBERG
29

30 ALSO PRESENT: RONALD BLASS, ESQ.
31 PATRICK HINES
32 KATHI NATLAND
33

34 APPLICANT'S REPRESENTATIVE: DARREN SCALZO
35

36 ----- X
37 MICHELLE L. CONERO
38 10 Westview Drive
39 Wallkill, New York 12589
40 (845) 895-3018
41

2 MR. SCALZO: We appeared here
3 approximately six weeks ago. There were some
4 clarification issues regarding the way the code
5 addresses shared driveways. Since that time the
6 maps have been revised. I do show the center
7 line of the shared driveway anticipating a
8 20-foot wide right-of-way leading up to the line
9 between proposed combined new lot 1 and combined
10 lot 3 -- pardon me, combined new lot 2.

11 I also added a few notes. 10 through
12 12 have been modified in the general
13 consolidation.

14 Just with regard to the rights of
15 ingress and egress for that shared driveway, from
16 what I understand a letter is forthcoming, or may
17 already be in the possession of the Board, from
18 the fire chief which he has reviewed the driveway
19 which continues -- there are actually two
20 accesses onto Plattekill Road. It's a loop.
21 It's a horseshoe. There's a note on the map also
22 which states the driveways will be maintained and
23 kept passable for emergency vehicle access.

24 MR. RICCIARDONE: So you're going to
25 continue this?

2 MR. SCALZO: That's correct. It's not
3 going to go away. It's for emergency vehicles
4 only and it's not for any one of the other lots
5 to utilize to get down to Plattekill Road through
6 the homestead Wenz lot.

7 MR. FALKENBERG: Who is going to
8 maintain that part that's going to be abandoned?

9 MR. SCALZO: It's not going to be
10 abandoned. It's going to be maintained for
11 ingress and egress or access to the
12 one-and-a-half story framed dwelling. It's still
13 going to be their driveway.

14 MR. FALKENBERG: All the way up?

15 MR. SCALZO: Yes.

16 MR. RICCIARDONE: But then there's
17 going to be a maintenance agreement passing over
18 the other driveway?

19 MR. SCALZO: The reason I stopped right
20 there is the folks that have access through these
21 don't need to have access to combined lot 1. The
22 only entity that's going to need access to lot 1
23 is the owner of lot 1. He just needs the right
24 to cross over combined lot 2 and the lands of
25 Pacino.

2 MR. RICCIARDONE: You're saying he can
3 come out -- this is the way he's coming out.
4 He's not making --

5 MR. SCALZO: That's correct.

6 MR. RICCIARDONE: But yet it still
7 exists.

8 MR. SCALZO: Yes. It's there
9 currently.

10 MR. RICCIARDONE: I know that.

11 MR. TRUNCALI: It's the access. It's
12 just going to exist as the emergency access.

13 MR. RICCIARDONE: Okay. It says
14 emergency access, but what makes it different, a
15 guy making a left --

16 MR. SCALZO: The only thing is he
17 doesn't have the right -- he doesn't have the
18 legal right to. Part of the notes -- the
19 driveway agreement will need to be, I'll say
20 attached to the filed map, and it also needs --
21 the driveway agreement needs to be filed with the
22 county clerk's office.

23 MR. HINES: We're just waiting for a
24 Hatfield and McCoy situation.

25 MR. TRAPANI: Somebody cuts across

2 there to --

3 MR. SCALZO: It's not an ideal
4 situation. I understand that.

5 MR. BRAND: It won't be gated or --

6 MR. RICCIARDONE: My question is --

7 MR. SCALZO: You know what, I never
8 considered that. Myself, I hadn't seen the
9 letter from the fire chief, if he had any
10 conditions.11 MR. RICCIARDONE: We don't have one
12 yet.

13 MR. SCALZO: I know he's reviewed it.

14 MR. RICCIARDONE: My question is -- you
15 know, again, if he makes a right-hand turn coming
16 out of lot 1, or even if lot 2 makes a right-hand
17 turn, they're going to go over this -- they're
18 passing over this.19 MR. HINES: You've got the Hatfields
20 and McCoys for sure.21 MR. BRAND: It's pretty close. I drove
22 the loop. It's pretty close to those houses that
23 are in there. I would be a little aggravated if
24 cars were driving by my house using it as a
25 thoroughfare.

2 MR. RICCIARDONE: If he sells these
3 lots, which I assuming he's going to do, I just
4 don't comprehend if he's going to keep this here,
5 why he doesn't have a maintenance agreement here,
6 or, if he doesn't want a maintenance agreement,
7 just block that off and say no, you can't make a
8 right-hand turn out of your property, you can
9 only make a left and come down this way. Now
10 you've got the maintenance agreement between lot
11 2 and lot 1, all right, and it's done. That's
12 where the maintenance agreement would be. This
13 stops.

14 MR. HINES: It's going to be 1, 2 and
15 3.

16 MR. SCALZO: Would you consider a sign,
17 much like a -- you won't find it in a standard
18 New York State sign book but -- actually, you
19 would. Emergency vehicles only.

20 MR. RICCIARDONE: I don't know. I have
21 to go back to look, logical, legal. I just don't
22 comprehend why he just doesn't say okay, this
23 right now is all family but this may not be.

24 MR. SCALZO: I'm sure it's not going to
25 be

2 MR. RICCIARDONE: So then, you know,
3 like I said, this guy could get very aggravated
4 with these people. Now you have a civil
5 situation going on.

6 MR. BLASS: Is the intent to use this
7 or not use this?

8 MR. HINES: They're leaving that
9 because the fire chief wants it.

10 MR. BLASS: I have one question. Is
11 the intent of the plan to use this corridor on
12 land which is not on lots 1, 2 or 3 as a part of
13 the ingress and egress system for the
14 subdivision?

15 MR. SCALZO: No. No, it's not. It's
16 for emergency vehicles only.

17 MR. BLASS: For the benefit of whom?
18 1, 2 and 3? Lots 1, 2 and 3?

19 MR. SCALZO: Yes.

20 MR. BLASS: So this property owner is
21 willing to encumber his or her property with an
22 emergency -- with an easement over this corridor
23 for emergency access and ingress and egress only?

24 MR. SCALZO: They're part of the owners
25 here. They are aware of --

2 MR. BLASS: I'm just trying get an idea
3 of what the plan calls for, setting aside the
4 personalities and people involved. The design
5 calls for this to be an emergency ingress and
6 egress corridor --

7 MR. SCALZO: That is correct.

8 MR. BLASS: -- over the lands of a
9 third party?

10 MR. SCALZO: But they're not a third
11 party. They're part of this application.

12 MR. HINES: But it could be sold
13 tomorrow.

14 MR. BLASS: It's not lot 1, it's not
15 lot 2, it's not lot 3.

16 MR. SCALZO: It's part of the lot line
17 change.

18 MR. HINES: But it could be sold
19 tomorrow.

20 MR. BLASS: It could be sold tomorrow
21 as it stands today? It's a separate lot which
22 stands to be enlarged?

23 MR. SCALZO: That's correct.

24 MR. BLASS: So this is like a
25 modification of a prior approved subdivision to

2 get rid of the road and cul-de-sac and a lot line
3 realignment at the same time?

4 MR. SCALZO: That is correct.

5 MR. HINES: It didn't have the lot line
6 realignment last time.

7 MR. BLASS: So it's both a modification
8 of the prior subdivision and a lot line
9 realignment?

10 MR. SCALZO: That is correct.

11 MR. BLASS: Okay. So what I'm hearing
12 is that this corridor is in fact intended to be a
13 part of the ingress and egress system --

14 MR. RICCIARDONE: Only for emergency.

15 MR. BLASS: -- for emergency only, and
16 the applicant believes it can get, A, an easement
17 benefiting the owners of lots 1, 2 and 3 forever,
18 and also can arrive at a maintenance agreement --
19 maintenance arrangement that's acceptable to you
20 guys. So do you have any -- just generally
21 what's the maintenance arrangement? The keeping
22 of it opened, the maintaining of it?

23 MR. SCALZO: For this section up here?

24 MR. BLASS: Yes.

25 MR. SCALZO: Well, you know what, I can

2 give you a draft of what I'm proposing,
3 however I --

4 MR. BLASS: The intent is to have it
5 maintained and kept open for that emergency
6 purpose?

7 MR. SCALZO: That's correct.

8 MR. BLASS: It's the intent somebody is
9 going to do it? Somebody is going to plow it, --

10 MR. HINES: Fill the potholes.

11 MR. BLASS: -- fill the potholes, cut
12 the brush, grade it, whatever.

13 MR. BRAND: Keep the bridge alive
14 between the ponds there.

15 MR. SCALZO: Well, it's a double
16 culvert.

17 MR. BRAND: Culverts.

18 MR. SCALZO: Yeah. That could be
19 addressed with a note on the plan.

20 MR. BLASS: -- it's up to you in the
21 first instance to sort of propose who is going to
22 do that. I don't think that this guy is going to
23 be too keen on doing that. He may be willing to,
24 you know, encumber his parcel with this emergency
25 only ingress and egress corridor, but for all I

2 know he may be willing to maintain it and plow it
3 for the benefit of others, or he may not.

4 MR. FALKENBERG: It's got to be done.

5 MR. RICCIARDONE: Maybe sooner or later
6 this guy buys this, buys this and buys this. Now
7 you have three strangers there in the future and
8 now we only have a maintenance agreement for
9 emergency vehicles and everybody is making a
10 right-hand turn coming out of this using this.
11 You're going to wind up with a headache if that
12 happens.

13 MR. BLASS: Seemingly the solution
14 would be to benefit the parties, the owners of
15 lots 1, 2 and 3 forever are signed on each to a
16 third of the obligation to open and maintain this
17 section on the lands of others forever, and if
18 they don't, then -- if they don't, there's a
19 problem.

20 MR. SCALZO: That I understand. Really
21 the section that I just outlined here, I know
22 it's difficult to understand what I'm tracing out
23 here, this is going to be maintained by the
24 future owner of this lot or this dwelling. They
25 will need access to their home.

2

MR. BLASS: From where?

3

MR. SCALZO: From here. They're going to go -- that's their driveway to get to this lot already. This is the area that's really --

6

MR. BLASS: That's possible -- it's possible that they would have an interest in maintaining it so long as they live there. If they go to Italy or Europe for three years and decide not to live there for hypothetically a period of time, then what?

12

MR. SCALZO: I was going to say the house has been vacant for a few years as of now.

14

MR. HINES: That doesn't help.

15

MR. BLASS: That doesn't help. That could continue or it could arise again in the future independently. So it would seem to me that if in fact this is really a part of the road system for emergency only, that these guys --

20

MR. LOGUE: It should be part of the responsibility.

22

MR. BLASS: -- should be obligated to keep it open, and there has to be some remedy built into the arrangement in case they don't.

25

MR. RICCIARDONE: Darren, this is lot

2 3?

3 MR. HINES: That's a separate lot line.

4 MR. SCALZO: That's combined new lot 1,
5 combined new lot 2.6 MR. RICCIARDONE: Which is combining
7 this lot --8 MR. SCALZO: No, no. Pacino's lot
9 remains as it is.

10 MR. BLASS: There's only lots 1 and 2?

11 MR. SCALZO: That's correct.

12 MR. HINES: They were more part of the
13 original subdivision, this lot.

14 MR. SCALZO: It used to be five.

15 MR. HINES: There's three lots using
16 this, whatever this thing is.17 MR. BRAND: Can I ask, does the
18 topography here where the road comes in off this
19 one, is there a reason why we don't just go
20 straight through as opposed to going through
21 Pacino and having to get that right-of-way?22 MR. RICCIARDONE: Because Pacino needs
23 the --24 MR. SCALZO: Pacino needs to cross
25 through lot 1 already.

2 MR. BRAND: These guys now have to go
3 through -- if it just went straight through they
4 wouldn't need to get anything from this guy.

5 MR. RICCIARDONE: They would have to
6 build another road. They're trying to keep the
7 same road that's there. We don't know what this
8 topo is.

9 MR. BRAND: It looks a little steep
10 there.

11 MR. RICCIARDONE: Coming straight
12 through that lot. That's why they tied the two
13 driveways, the existing roadway with the Pacino
14 driveway hooking onto that. You're right, that's
15 tight. That topo is real tight. That's probably
16 why they looped around it originally.

17 MR. SCALZO: The original. When I
18 arrived in 2004 for this project, the driveway is
19 where it was.

20 MR. BRAND: Right.

21 MR. TRUNCALI: We talked about that at
22 the last meeting, just having a cul-de-sac here
23 and then you wouldn't need this whole thing.
24 Fire trucks or trucks could turn around there.

25 MR. SCALZO: I understand completely,

2 which is why my client had the fire chief up
3 there to take a look at it.

4 MR. RICCIARDONE: If we had his letter.
5 I don't.

6 MR. SCALZO: We don't.

7 MR. HINES: There's kind of a default
8 cul-de-sac there because someone had a quarry
9 going here.

10 MR. BRAND: Is that quarry part right
11 here?

12 MR. SCALZO: That's where the proposed
13 lot line change area is.

14 MR. RICCIARDONE: That's pretty flat.

15 MR. SCALZO: Yes.

16 MR. HINES: They don't want to back the
17 fire trucks out from this house.

18 MR. BLASS: That's the benefit of this.

19 MR. HINES: They don't want to back out
20 all the way. They want to be able to come out
21 here and keep going.

22 MR. RICCIARDONE: The only thing I
23 think is that everybody in that whole thing needs
24 to have a maintenance agreement for --

25 MR. SCALZO: I agree with you.

2

MR. RICCIARDONE: -- an emergency road

3

or not.

4

MR. SCALZO: A well worded maintenance
agreement could solve our problems. Code wise I
don't know that I'm -- I don't have anything here
that doesn't comply.

8

MR. BLASS: So here's the law. Under
Section 134-18 of the subdivision regs, it reads
as follows: "Driveways. Lots shall generally not
have their vehicular access from a major street."
So this entire section deals with lots that front
on major streets and potentially may have
driveways entering a major street. "Where
driveway access from a major street may be
necessary for several adjoining lots, the
Planning Board may require that such lots be
served by a combined driveway in order to limit
possible traffic hazards on such major street.
Driveways serving individual lots shall have a
minimum right-of-way of 25 feet in width and a
travel way of at least 15 feet in width." So
this appears to be the rule which gives the
Planning Board the discretion and not the
obligation to allow for a combined driveway in

2 order to mitigate or lessen traffic impacts on a
3 major street. So I think, as I said at the last
4 meeting, it struck me that the first issue that
5 arises is whether or not Plattekill Road is a
6 major street or is not a major street, because if
7 Plattekill Road is not a major street, it is
8 conceivable that the entire section doesn't apply
9 at all. If this entire section doesn't apply at
10 all, what you're probably dealing with is the
11 private road sections of the streets and
12 sidewalks regulations.

13 MR. SCALZO: Plattekill Road is a
14 County road.

15 MR. BLASS: Okay. So let's go to the
16 definition of a major street.

17 MR. TRUNCALI: Where does it say in the
18 code that you can't have more than two on a
19 shared driveway?

20 MR. BLASS: It doesn't.

21 MR. RICCIARDONE: It doesn't.

22 MR. BLASS: You can't have more than
23 two on a shared driveway? I don't know that
24 there is a black and white rule to that effect.
25 I'm just going from the rules that do exist as

2 opposed to those that I don't see.

3 MR. TRUNCALI: I mean what's the
4 difference if it's a major road or not if you can
5 have more than two on a shared driveway?

6 MR. RICCIARDONE: What they're saying
7 is if you took these and put an access road here
8 and another access here --

9 MR. TRUNCALI: I know that.

10 MR. RICCIARDONE: That's what that
11 paragraph is.

12 MR. BLASS: The implication to me, the
13 implication of this rule that I just dealt with
14 is that, generally speaking, you'd have one
15 driveway per lot, --

16 MR. TRUNCALI: Right.

17 MR. BLASS: -- otherwise you wouldn't
18 need this rule that would leave the discretion,
19 you know, to have shared driveways up to --

20 MR. BRAND: What's the difference
21 between the two dimensions that you gave, the
22 driveway width versus -- I forget --

23 MR. HINES: Right-of-way, easement.

24 MR. TRUNCALI: The usable part.

25 MR. BLASS: 25 feet minimum

2

right-of-way, traveled way of at least 15 feet.

3

MR. HINES: So within the 25 feet you have to have a 15 foot wide driveway.

5

MR. BRAND: Got you.

6

MR. SCALZO: Which means I'm going to need -- I have a center line calling for a 25 footer. I'll go to 12 1/2 each side.

9

MR. HINES: We're not at whether we're a major street or not.

11

MR. BLASS: The definition of major street is --

13

MR. LOGUE: I would think a County road would be a major street.

15

MR. BLASS: There's no definition of major street in the subdivision regs, so I'm going over to the highway specs, streets and sidewalks. Chapter 130 has a definition of major road. "A road which serves or is designed to be used primarily as a route for traffic between communities or large areas." Connecting communities or large areas.

23

MR. RICCIARDONE: Mm'hm'.

24

MR. BLASS: So you're happy with the concept this could be a major street because it's

2 a County road?

3 MR. LOGUE: There's no doubt.

4 MR. BLASS: It's the type of County
5 road that serves that function?

6 MR. LOGUE: Absolutely.

7 MR. BLASS: Okay. So let's assume you
8 have the discretion under this section, C 134-18,
9 to consider whether or not to have a shared
10 driveway. You have that discretion. It's a
11 matter of discretion to have a common driveway.
12 The dimensions are as we discussed.

13 MR. BRAND: Do we know the dimensions
14 here by this culvert and the two ponds? It
15 seemed pretty tight when I drove through there.

16 MR. HINES: How ever wide my Suburban
17 is.

18 MR. BRAND: How wide?

19 MR. HINES: I don't know. That's all
20 that fit.

21 MR. SCALZO: The actual travel portion
22 needs to be 15 feet?

23 MR. HINES: Yes.

24 MR. SCALZO: Okay.

25 MR. RICCIARDONE: Total 25, 15 --

2 MR. SCALZO: It is not right now.

3 MR. HINES: It's that side.

4 MR. TRAPANI: How many lots can use
5 that private road?

6 MR. RICCIARDONE: This is not a private
7 road.

8 MR. HINES: It's a shared driveway.

9 MR. TRAPANI: The shared driveway?

10 MR. BLASS: I don't see any rule that
11 says no more than X lots on a shared driveway. I
12 don't see any.

13 MR. RICCIARDONE: I don't ever remember
14 one.

15 MR. BLASS: I don't see any provision
16 that deals with it directly at all.

17 MR. TRAPANI: If it's only as wide as
18 Pat's car --

19 MR. RICCIARDONE: It's not going to be.
20 They have to widen it.

21 MR. SCALZO: That would be a condition
22 of our approval here, would be to improve it to
23 15 feet wide with a right-of-way width of 25.

24 MR. FALKENBERG: And that's all the way
25 around.

2 MR. BLASS: You're probably going to
3 want to show that.

4 MR. SCALZO: Yes. I would say yes.

5 MR. BLASS: You probably want to amend
6 the plan to show that and to give a picture as to
7 whether you have the property rights. I'm
8 assuming there's no problem getting property
9 rights because everyone is related and connected.

10 MR. SCALZO: Yes.

11 MR. RICCIARDONE: The only problem I
12 see right now is doing a maintenance agreement.
13 I don't see how they're going to get away without
14 getting it to keep that open.

15 MR. TRUNCALI: I would much rather see
16 a cul-de-sac or turnaround there so that it
17 eliminates that whole --

18 MR. RICCIARDONE: I thought originally
19 that's where we were going.

20 MR. TRUNCALI: If it's flat and the
21 material is there.

22 MR. HINES: It's there. I don't know
23 if you've been there but there's a big large rock
24 area there, graded off.

25 MR. BLASS: You wouldn't need this.

2 MR. BRAND: I think a fence might solve
3 some of your problems. Some kind a fence or gate
4 that certain personnel have a key to.

5 MR. HINES: If you put the cul-de-sac
6 in you might not need that. You won't have --

7 MR. SCALZO: You keep mentioning a
8 cul-de-sac. What about a reserved area, because
9 it is shale? You've been up there, you've seen
10 it. Just that area is maintained in it's current
11 condition. It's not growing anything. There's
12 too many rocks.

13 MR. HINES: It's definitely not growing
14 anything.

15 MR. TRUNCALI: Why can't you just show
16 it as a right-a-way cul-de-sac?

17 MR. HINES: Turnaround.

18 MR. SCALZO: I can call it a
19 turnaround. There may be issues regarding whose
20 lot -- I need to figure out whose lot that would
21 be attributed to.

22 MR. TRUNCALI: If it's a right-a-way,
23 why can't it --

24 MR. HINES: It's pretty close to where
25 those driveways are, just from being there.

2 MR. RICCIARDONE: Darren, who owns the
3 cul-de-sac? Lot 1? Lot 2?

4 MR. SCALZO: Or in that case all three.

5 MR. HINES: It may be all three,
6 looking back.

7 MR. FALKENBERG: Who is going to plow
8 it all?

9 MR. RICCIARDONE: They have maintenance
10 agreements. The question is, okay, you do a
11 cul-de-sac right here, now you've got this
12 cul-de-sac that still has to be in the
13 maintenance agreement because it goes over each
14 lot, and you still have to have a maintenance
15 agreement to come down here.

16 MR. TRUNCALI: Whoever owns it owns it
17 and the people have a right-of-way over it.

18 MR. BLASS: Cross easements.

19 MR. HINES: And cross maintenance
20 agreements.

21 MR. RICCIARDONE: I think we came
22 around to the same boat, whether they put a
23 cul-de-sac or leave it the way it is, they still
24 need maintenance agreements.

25 MR. SCALZO: That I understood.

2

3

4

MR. TRUNCALI: Of course this guy here

doesn't need to have anything to do with that

over there.

5

6

MR. SCALZO: He doesn't, however he's

crossing over the lot.

7

8

MR. TRUNCALI: He needs that but he

doesn't need anything here.

9

10

11

12

13

14

MR. SCALZO: It was actually -- if you

notice number 14 up there, that's why I stopped

the driveway description of a shared driveway

there, because Pacino has no -- well, he has no

right in this case to get beyond that common line

between lots 1 and 2.

15

16

MR. RICCIARDONE: He comes out of his

driveway right now, he's got to make a left.

17

MR. SCALZO: That's correct.

18

19

MR. RICCIARDONE: He can't make a right

because he has no right to get over both roads.

20

21

MR. BRAND: He can make a right for 25,

feet or whatever it is.

22

23

24

MR. HINES: I wouldn't suggest you

write it that way, that one guy can drive 25

feet --

25

MR. RICCIARDONE: I'm not suggesting

2 that. I'm suggesting a maintenance agreement to
3 cover everybody.

4 MR. HINES: They're all going to share
5 a third of the cost or something. That's always
6 the issue of a private road or driveway, the guy
7 who lives first only wants to plow the first part
8 of the road and doesn't care about the guys in
9 the back.

10 MR. TRUNCALI: That takes this guy out
11 of the mold.

12 MR. HINES: He needs a couple hundred
13 feet in front to get there.

14 MR. BLASS: The other thing you have to
15 be aware of is that the participants to the
16 maintenance agreement, the participants to the
17 transaction, anyone who has to give an interest
18 in land that affects his or her property is going
19 to have to have clear title, meaning no mortgages
20 getting in the way, and no judgments, and no
21 liens. If there's any of that stuff that pops up
22 that makes the Town subordinate, they're going to
23 have to be subordinated or released. Mortgages
24 are going to have to be modified to subordinate
25 them to this arrangement. So they have to get

2 banks involved. It's a little complicated.

3 MR. SCALZO: I understand. If I can
4 just back up a little bit. You're very familiar
5 with fire apparatus. If I were to just -- the
6 one-and-a-half story dwelling that's currently on
7 the new 5 acre lot, if you were to have to
8 respond to that with fire apparatus and pull into
9 his driveway, how are you getting out? I have
10 locked the cul-de-sac up here.

11 MR. RICCIARDONE: That's an existing
12 condition right now. Now you're changing it.

13 MR. SCALZO: I'm changing that by this
14 action, by this lot line consolidation and lot
15 line change.

16 MR. RICCIARDONE: How big is this
17 parking lot?

18 MR. SCALZO: It's not very big.

19 MR. BRAND: It's tiny.

20 MR. LOGUE: You're backing out --

21 MR. SCALZO: You're backing out, which
22 is what we're trying to avoid here. If I create
23 that cul-de-sac, then I haven't solved the entire
24 problem.

25 MR. TRUNCALI: I don't think anybody is

2 going to plow this thing all winter long.

3 MR. SCALZO: You could be right. With
4 a well worded maintenance agreement --

5 MR. HINES: They are going to plow the
6 snow up to it.

7 MR. BLASS: If we're building in what
8 appears to be an incentive not to plow because it
9 doesn't benefit me, which may be what's happening
10 here, the only solution to that is to give the
11 Town the right to plow it and slap a lien on the
12 property for the cost of the plowing.

13 MR. SCALZO: Okay.

14 MR. BLASS: Which raises the
15 interesting question of whether the Town would
16 want to get involved in something like that.

17 MR. LOGUE: I would doubt that.

18 MR. BLASS: It has the appearance of
19 having an incentive not to do something because
20 it doesn't benefit me is what the theme is.

21 MR. BRAND: That's definitely true for
22 the Pacino guy with your turnaround cul-de-sac.
23 He has no real interest in that part of it. I
24 wouldn't agree to that maintenance agreement.

25 MR. RICCIARDONE: He's not even going

2 to be involved in the cul-de-sac.

3 MR. HINES: He is.

4 MR. SCALZO: He's benefiting from other
5 -- all the distances that are calculated from the
6 center line of the shared drive 1 through 6. He
7 needs it to happen. I don't know -- I understand
8 what you're saying, he's got the shortest -- he's
9 the first guy served.

10 MR. LOGUE: He's still responsible for
11 this piece up here.

12 MR. HINES: They're going to be
13 responsible for all of it. It's going to be a
14 third, third, third.

15 MR. SCALZO: With this one it should be
16 25 percent each, that way the maintenance
17 agreement can go for the entire horseshoe.

18 MR. HINES: If you can accomplish that
19 I think it works.

20 MR. SCALZO: The sticky wicket here is
21 the reputed owner of Weiss, they actually have a
22 one-story framed dwelling. They're serviced by
23 the driveway that's over here as well.

24 MR. FALKENBERG: So that's five.

25 MR. SCALZO: They're not part of this

2 action. Actually they would get it for free, if
3 you will.

4 MR. RICCIARDONE: They have a driveway.

5 MR. SCALZO: This is serviced by this
6 driveway. They have the easement. It's a
7 right-of his-way in favor of Weiss right here.

8 MR. HINES: This Wenz lot wasn't part
9 of a subdivision. They're only doing a lot line
10 change.

11 MR. SCALZO: If it's improved to 15
12 feet wide they should be happier.

13 MR. RICCIARDONE: I don't think we're
14 really solving anything at this point until you
15 look at how you can come up with a maintenance
16 agreement.

17 MR. LOGUE: You have some issues to
18 address here.

19 MR. RICCIARDONE: I don't know how we
20 can direct you to go anywhere without getting
21 these -- this whole thing into some sort of a
22 maintenance agreement.

23 MR. BRAND: The culverts that are here
24 for the ponds, does that need to be looked at,
25 too, with the additional traffic going over them?

2

MR. HINES: It's going to have to be 15
feet wide, which it's not now.

4

MR. BRAND: I mean the physical piping
or anything.

6

MR. SCALZO: I'm pretty sure they have
adequate cover.

8

MR. HINES: I bet there's six feet over
them.

10

MR. SCALZO: Typically if you have more
than one foot of cover --

12

MR. HINES: There's definitely one foot
of cover on those pipes.

14

MR. BRAND: Just asking.

15

MR. SCALZO: I think I understand or
hear what you're saying. It turns into more of a
legal obligation to define what the rights are
for the shared driveway.

19

MR. RICCIARDONE: It's all well and
good now that they're all family and everything
is hunky dory. Later on in the future when those
two lots get sold and years down the road,
without a maintenance agreement forever, it's
going to become really sticky.

25

MR. SCALZO: I agree with you. I don't

2 -- as I say, a well worded agreement will go a
3 long way.

4 What I would like before I'm leaving is
5 I don't believe that the maintenance agreement
6 would prevent me from having a public hearing on
7 this. So I would like, you know, at least an
8 entertainment that we can, in the month of July
9 at least, open this up for public comment, and in
10 the interim my client's attorney will work on the
11 maintenance agreement.

12 MR. RICCIARDONE: First things first.
13 Do we think this is good enough for sketch? I
14 mean to --

15 MR. FALKENBERG: It doesn't show the 15
16 feet; right?

17 MR. BRAND: It doesn't show your
18 cul-de-sac that we talked about either.

19 MR. SCALZO: I don't know that we're
20 there with a cul-de-sac.

21 MR. FALKENBERG: Whatever way you go
22 you have to show the upgrade to the roadway.

23 MR. SCALZO: That can be handled with a
24 note.

25 MR. HINES: I'd almost like to get a

2 public hearing going to see if we're going to get
3 any of these neighbors to come in screaming.

4 MR. RICCIARDONE: That's the catch 22.

5 Do we say okay, let's give him sketch and move on
6 to public hearing, find out what the public is
7 looking for or if anybody has any objections to
8 it. In the meantime he can work on a maintenance
9 agreement. Does that sound logical?

10 MR. TRUNCALI: Does this guy with the
11 right-of-way, does he have any say --

12 MR. SCALZO: As long as --

13 MR. TRUNCALI: -- legally?

14 MR. BLASS: He has an easement.

15 MR. SCALZO: We're not taking that
16 away.

17 MR. FALKENBERG: Can we get a copy of
18 that easement?

19 MR. TRUNCALI: Does he have anything to
20 say about what goes on with the road here?

21 MR. BLASS: He doesn't own the road.

22 So long as it doesn't interfere with his ingress
23 or egress or overburden it in some way. It
24 shouldn't interfere with his easement rights. I
25 say that but somebody said we should get the

2 easement.

3 MR. SCALZO: I have that in my files.

4 I don't have it here with me. I will certainly
5 produce it for you.6 MR. FALKENBERG: Just so we know
7 exactly what has been agreed to in the past and
8 where it sits right now.9 MR. SCALZO: I will produce that. It's
10 very generic, just with right of ingress and
11 egress.12 MR. BLASS: Is it possible to consider
13 sketch subject to a condition that within a
14 certain period of time the plat be modified in
15 advance of a public hearing to show the minimum
16 25 foot right-of-way and minimum 15 foot travel
17 way?18 MR. SCALZO: I can have those revisions
19 and have it back in by Friday. That's not an
20 issue. Both of the issues that you just
21 discussed can be taken care of in the general
22 consolidation notes. I don't know that I need to
23 show --24 MR. BLASS: What's the width of the
25 driveway as shown on the plan?

2 MR. SCALZO: Probably 10 to 12 feet.
3 It varies.

4 MR. BLASS: Less than 25.

5 MR. SCALZO: That's the right-of-way.

6 The actual improved portion that you drive on
7 needs to be 15 and the right-of-way width needs
8 to be 25. So I can go 12 1/2 off the center that
9 I had described and put a requirement of
10 subdivision or the consolidation that the
11 existing road be improved to 15 feet wide.

12 MR. HINES: With a detail I would
13 think.

14 MR. BLASS: So the note will say that
15 what's shown on the plan -- it will not be as
16 shown on the plan

17 MR. HINES: Existing driveway will be
18 upgraded to.

19 MR. SCALZO: I'll call it proposed. It
20 needs to be a proposed improvement.

21 MR. RICCIARDONE: At this point I think
22 we can still say okay to sketch plan for a public
23 hearing and then he can put together his stuff.

24 After the public hearing, if he doesn't have some
25 sort of a maintenance agreement and the

2 upgrade, --

3 MR. HINES: You can leave it open. You
4 can make it a condition.5 MR. RICCIARDONE: -- you don't go any
6 further.

7 MR. SCALZO: I understand that.

8 MR. BLASS: It's probably one of those
9 situations where the Board is going to want to
10 have the maintenance agreement in advance of
11 giving final approval as opposed to making it a
12 condition of final approval because they'll be
13 flying blind.14 MR. SCALZO: I will have my client's
15 attorney work directly with your office if that's
16 okay with you.17 MR. BLASS: Sometimes we do conditional
18 approvals subject to a suitable maintenance
19 agreement. I think in this situation the
20 maintenance agreement should be done in advance
21 of approval.

22 MR. SCALZO: I don't disagree.

23 MR. BLASS: Okay.

24 MR. BRAND: Ron, can I ask a question?
25 With lots 1 and 2, when you said the maintenance

2 agreement had to be mortgage free, will that
3 affect people buying the lots?

4 MR. HINES: No. Once it's recorded --

5 MR. BLASS: You want to have the
6 maintenance agreement have priority over any
7 mortgages or judgments or liens. In the event
8 that there was a foreclosure by a bank,
9 hypothetically, of lot 1, which could happen
10 sometime in the future, the mortgage, if it was
11 the first interest in the chain of title, the
12 primary interest, which it always is, would be --
13 the foreclosure on the mortgage by law would
14 extinguish all subordinate property interests. If
15 we're talking about a recorded common driveway
16 maintenance agreement that is subordinate in the
17 chain of title in the clerk's office to a
18 mortgage, if the mortgage is foreclosed, the
19 agreement will get wiped out. So we don't want
20 that to happen. That's why you want to have the
21 agreement with the consent of a bank, which
22 you'll have to get, be primary to the mortgage.
23 You subordinate the mortgage to the agreement
24 with the bank's consent.

25 MR. BRAND: Okay.

2 MR. BLASS: So this is important
3 enough, especially here with this lot and the
4 function of emergency access, to really sort of
5 pay attention to that.

6 MR. HINES: And the other house lot,
7 too.

12 MR. RICCIARDONE: To the road.

13 MR. HINES: And the lot line.

14 MR. BLASS: This was a part of the
15 prior subdivision?

16 MR. HINES: Yes, it was.

2 MR. SCALZO: Okay. If I may just back
3 up.

4 MR. HINES: Or you can build a private
5 road and get five lots.

6 MR. SCALZO: If the economy was
7 different we would.

8 MR. HINES: You have approval for that.

9 MR. SCALZO: I know. Let me just go
10 back to the access. Am I looking at a designated
11 cul-de-sac, having noted that if emergency
12 vehicles were to come up this driveway and
13 service this house or this framed barn, they have
14 to back down?

15 MR. HINES: I don't care if they back
16 down. You have to look at it as a whole. I
17 think if you can get the right-of-way through a
18 maintenance agreement --

19 MR. SCALZO: At 15 feet.

20 MR. HINES: -- and a letter from the
21 fire chief that they're okay with this, I think
22 that goes a long way.

23 MR. SCALZO: So I'm clear, it's
24 remaining as it is being improved to proposed
25 improved 15 feet wide with 25 foot access?

2 MR. RICCIARDONE: And the fire chief
3 says okay.

4 MR. SCALZO: And the fire chief says
5 okay.

6 MR. BRAND: Does he need some type of
7 turnaround up there?

8 MR. RICCIARDONE: He doesn't need it.

9 MR. SCALZO: I don't need it.

10 MR. RICCIARDONE: Okay.

11 MR. HINES: There's kind of one there
12 by default.

13 MR. RICCIARDONE: Okay. Moving
14 forward, any other questions?

15 MR. SCALZO: I have nothing.

16 MR. RICCIARDONE: Okay. We can make
17 approval first for sketch. Do I have a motion?

18 MR. LOGUE: I'll make a motion for
19 sketch approval.

20 MR. RICCIARDONE: One.

21 MR. TRUNCALI: I'll second it.

22 MR. RICCIARDONE: Two. All in favor?

23 MR. BRAND: Aye.

24 MR. TRAPANI: Aye.

25 MR. LOGUE: Aye.

2 MR. TRUNCALI: Aye.

3 MR. FALKENBERG: Aye.

4 MR. RICCIARDONE: Aye.

5 Sketch is approved.

6 And now we'll make a motion for --

7 we'll set a date for a public hearing. Might as
8 well do that; right?

9 MR. HINES: Yes.

10 MR. RICCIARDONE: Okay. And are we
11 looking still at July 7th? We'll have new maps?
12 Is July 7th good with everyone?13 MR. TRUNCALI: I'll make a motion for a
14 public hearing July 7th.

15 MR. FALKENBERG: I'll second it.

16 MR. RICCIARDONE: Okay.

17 MR. SCALZO: Thank you.

18

19 (Time noted: 8:40 p.m.)

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

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7 I, Michelle Conero, a Shorthand
8 Reporter and Notary Public within and for
9 the State of his New York, do hereby certify
10 that I recorded stenographically the
11 proceedings herein at the time and place
12 noted in the heading hereof, and that the
13 foregoing is an accurate and complete
14 transcript of his same to the best of his my
15 knowledge and belief.

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23 DATED: July 3, 2014

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