Public Hearing 7:00 p.m.

1) **Variance Application #535**: Application submitted by Lauren and Gorden Blaisdell requesting relief from Article V, Section 190-56 B of the Town of New Scotland’s Zoning Law to allow for a pool to be constructed 10’ from the side property line. The parcel is located within the RA Zoning District at 64 Morningstar Lane. The parcel is owned by the applicants and identified as New Scotland Tax parcel i.d.#106.-4-33. The RA district has a side yard setback of 25’. This request is for 15’ of relief to allow for the pool to be located within 10 of the side property line.

Mr. Crookes returned to the meeting.

Mr. Baker opened up the meeting to the public.

No public comments.

Mr. Moore moved to close the public hearing and Ms. Burke seconded the motion; all in favor; motion so moved.

Vote: 5-0

Mr. Baker: since there are no questions on this we will go through our standards:

- Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance.
  - No
- Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;
  - No
- Whether the requested area variance is substantial;
  - Yes
- Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the district or neighborhood; and
  - No
• Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the ZBA, but shall not necessarily preclude the granting of the area variance.
  o Yes

Mr. Baker made a motion to approve area variance application as presented without conditions; Mr. Moore seconded the motion; all in favor; motion so carried.

Vote: 5-0

New Business:

1) Variance Application #534: Application submitted by Frank McCaffrey requesting relief from Article V, Section 190-99 of the Town of New Scotland’s Zoning Law to allow for a two lot subdivision to be allowed with less than the required road frontage. The parcel is located within the RA Zoning District on Bullock Road. The parcel is owned by the applicant and identified as New Scotland Tax parcel i.d. # 83.-4-40.2. The Town zoning requires a minimum of 50’ of road frontage per lot. This request is for 50’ of relief to allow for 25’ of road frontage per lot.

Ms. Elliott, representing Mr. McCaffrey, explained that Mr. McCaffrey only has a 50-foot road frontage and he has 90-acres. He would like to be able to create a building lot to sell for a single family home, whether that is on 10, 12, 15 acres and have the remainder would also have a building site on it. The larger parcel would be under a conservation easement. It would have one entity called the approved development area perhaps a four or five acre site where they can then do a dwelling. We are ultimately proposing two houses with a conservation easement on the larger piece.

The Board discussed with the applicant his desires and the need to demonstrate that there was adequate water on the property to serve two lots. The Board asked the applicant to study the water situation to determine if public water is available and if not to conduct a well test to determine if there was adequate supply for the proposed lots without adversely effecting neighboring wells. The applicant agreed that it would further study its proposal and return to the Board once it completed its assessment of the water supply.

Old Business:

1) Variance Application #531: Application submitted by Tomnell Livestock LLC as a two part application. The first part is to request an appeal of determination for a violation given by the Building Inspector that the use of the parcel as a commercial public garage is not a current allowed use for the parcel. The second part of the application is a request to “renew” a use variance previously granted for this parcel to allow for the operation and use as a public garage.
The parcel is located in the RA district at 173 North Road and is identified as tax parcel #105.-3-6.10.

Mr. Crookes recused himself from this application and left the meeting.

Mr. Baker explained how there was a public hearing for this application in May. The Board gave the applicant the opportunity to submit additional information on the issue of the reasonable return on the property and the issue of the self-created hardship. We have a letter dated June 11, 2019 from Ms. Coreno, the attorney for the applicant, as well as an affidavit with exhibits from Amy Serk who is the business manager.

Mr. Baker: So you provided this affidavit which is signed under oath, so I’m going to ask you questions regarding this and I want your testimony to be under oath, so I would like you to raise your right hand please.

Ms. Coreno: This isn’t a court room.

Mr. Baker: I have the authority, you gave me a sworn statement and I have the authority to swear in the witness when I deem it necessary to do so. I think this is important to do so. Do you promise to tell the truth and the whole truth so help you God.

Ms. Serk: I do.

Mr. Baker: You provided us a copy of a purchase contract. It is not fully executed, as you noted, but you said that the terms accurately reflect the final contract.

Ms. Serk: Yes.

Mr. Baker: I would like to bring your attention to paragraph 10 of the contract which is captioned “conditions affecting title”. This is a standard form contract, there are blanks that are filled in and it states “the seller shall convey and the purchaser shall accept the property subject to all conveyance, conditions, restrictions and easement of record and any environmental protection laws as long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of blank” and in the blank is written in a “residential dwelling with garage.” I was just curious as how you thought you were buying a commercial property and the contract says that the purpose of it is a non-commercial property, you were buying a residential property.

Ms. Serk: It states that it is a residential dwelling which is a house and garages.

Mr. Baker: It covenanted that it had all...

Ms. Coreno: I’m sorry she answered for the record the question is there a new question?
Mr. Baker: I just don’t understand it. It says for the purpose of a residential purpose with garages.

Ms. Coreno: You asked her for her understanding and her understanding was a residence with commercial garages.

Mr. Baker: You saw it said a residential with commercial garages. That was your understanding?

Ms. Serk: Yes

Mr. Baker: How do you get that because it doesn’t say commercial?

Ms. Coreno: That is her testimony.

Mr. Baker: I am asking her a question. I am asking her a question.

Ms. Coreno: It is asked and it is answered.

Mr. Baker: You also in your affidavit and I know this has been said several times in the other papers that we have gone through; paragraph 18 that you talked about your investment in the property is $183,000 and that which no rent is paid and it is taxed at a commercial rate on the property which continues to this day. What is your basis for saying that it’s taxed at a commercial rate?

Ms. Coreno: It’s based on a legal description in taxation form indicates that it’s the Domermuth Butler Garage and office building. This is what was in the listing.

Mr. Baker: This was in the listing?

Ms. Coreno: As far as I can tell. I also have the certificate of occupancy from 2015 indicating that it was being converted from an office to the residence which means the town was out there in 2015 with a residence and garages.

Mr. Baker: But there is no basis, and this is what confused me, because we checked with the Town is there is no commercial taxation rate. We have an e-mail chain that we have with the Town Assessor. We asked him to check on the status of this. The relevant portion is from Mike McGuire and he said: “Mr. Cramer the property is assessed in value as a single family and has been since the 2016 assessment roll. The previous owner Charles Shufelt renovated the property and changed the use from commercial to residential. There has not been a change in the assessed value physical inventory use since the 2016 assessment. The town and county tax rates are the same for all parties in town regardless of use. The only way it differs among properties within the Town of New Scotland would occur if the properties are located in different school district, fire districts, or water districts.” and that is from Mike McGuire.
Ms. Coreno: We are referencing to you what was provided concerning the fact that it is listed as the Domermuth garages and the residential dwelling. That’s what online records were. We did not have the benefit of a long standing discussion with the assessor in 2019, but that was what was available in the public records.

Mr. Baker: I was asking Ms. Serk, but thank you.

Ms. Coreno: You’re welcome.

Mr. Baker: Ms. Serk what is your understanding of a difference between a residential and a commercial tax rate.

Ms. Serk: I don’t know.

Mr. Baker: Okay. Paragraph 14 after your communications with the two attorneys you say you reviewed the entire file for the property, the town records and there is no indication that the use variance is not valid or in effect. Can you just tell me when you reviewed the town files and how did you review them and who did you talk to?

Ms. Serk: That’s the minutes that I looked through.

Mr. Baker: So you didn’t look at the file?

Ms. Coreno: Excuse me she still was answering the question, please, please continue with your answer.

Ms. Serk: I looked through all the minutes for all of the meetings that Mr. Shufelt had attended. I read through his attorney’s notes that I had gotten in an e-mail and those are all of the files I have reviewed. None of them indicated that the variance was not still in effect.

Mr. Baker: Okay, so you did not review the entire file for the property in the Town records, you only looked at the minutes that were on the website, is that correct?

Ms. Serk: I reviewed everything that was available to me.

Mr. Baker: Where was it available to you? How did you determine that?

Ms. Serk: I just told you what I reviewed.

Mr. Baker: Where did you review the minutes?

Ms. Serk: The minutes are posted online.

Mr. Baker: So you never went to the building department and look at the file did you?
Ms. Serk: No.

Mr. Baker: You made no inquiry with any town official to the status of the property.

Ms. Serk: No.

Mr. Baker: Did you review the Zoning Law before you bought the property?

Ms. Serk: It was zoned commercial.

Mr. Baker: Did you review the Zoning Law?

Ms. Serk: Did not know there was one.

Mr. Baker: Okay.

Ms. Burke: Was there a title report?

Ms. Serk: Yes.

Ms. Burke: The title was clarified it didn’t mention the variance one way or the other?

Ms. Serk: I do not recall.

Mr. Baker: Okay does anyone else have any questions?

Ms. Coreno: Just simply that there was a certificate of occupancy issued in 2015 concerning use and occupation of the facility that allowed the building to be converted to the residential use in the home on the property. It indicates that there was a removal and replacement of sheetrock, insulation, updated electrical, hot air furnace, duck work, new septic and public water. No violation was issued at that time concerning the use of the garages and so I’m curious because we have issued a FOIL request on the property in 2018 and did not receive any records of there being a determination in the town records that the variance had either expired or was not in effect. I renew my request that if that does exist under the Freedom of Information Law that be provided. I am also requesting on the record tonight that if any members of this Board have had conversation either outside of these meetings with any members of the public that those be disclosed on the record tonight. Also I’m asking that if this Board had any discussion of this application following the close of any public meetings if those be disclosed on the record tonight.

Ms. Burke: Can you restate that last part?
Ms. Coreno: I am asking if any members of this Board while convened following the termination of public meeting discussed this matter amongst themselves. I’m asking if that could be reflected in the minutes.

Mr. Baker: I did not, not as a quorum of the Board.

Mr. Moore: Neither did I.

Ms. Burke: No.

Mr. Baker: I don’t know of any individual ones anyway.

Ms. Burke: No we were on the record for all of our discussions.

Ms. Coreno: Okay.

Ms. Peck: Any discussion with legal counsel would be...

Ms. Coreno: As long as the executive session was announced has there been...

Ms. Peck: Not with the entire Board. There can be individual discussion with legal counsel with an individual member. I just wanted to make sure you are clear with that.

Ms. Coreno: I’m not asking that. I’m asking and clarifying that if more than three members of this body were in a room together at the same time discussing this matter that it would be disclosed on the record. I am asking the minutes to reflect that the answer was no.

Mr. Baker: Yes

Ms. Coreno: Okay

Mr. Baker: On paragraph 17 of the affidavit you talk about the $23,000 worth of work that has been done on the property improvements. Have we ever had a breakdown on how much was spent on each of those or any documentation.

Ms. Coreno: The itemization, I don’t know.

Mr. Baker: It hasn’t been provided. If you could provide that information. I’m just not sure if you haven’t already provided that information.

Ms. Coreno: What I’m saying to you I’m not sure either given what has been submitted but if you would like us to go back and look to see if it has been submitted, I can do that, I just don’t have it in front of me at this moment.
Mr. Baker: We will look at, I mean it’s not important right now, the other thing I was going to say and I should have said earlier, you can sit down.

Ms. Peck: Actually can I just clarify one thing real quick, from one of the statements that was made. You had mentioned that you didn’t see any notice or Order of Violation in the materials that were provided under FOIL. There was a notice in order to remedy a violation that was dated August 20, 2015. It was in the materials that one of your associates looked through.

Ms. Coreno: I apologize, I am talking about following the issuance of the variance to Mr. Shufelt.

Ms. Peck: Okay, it just wasn’t clear before so I wanted to make sure that was understood.

Mr. Baker: I don’t know what is in the file and obviously you would be getting anything that is there that isn’t otherwise excluded, but I also point out like I did last month that the provision of the zoning code which says that the variance expires as a matter of law if it is not acted on within the one year. Does not require a formal determination from the Town, so the fact that there is nothing in the record to reflect that is not particularly relevant.

Ms. Coreno: We will have that argument much later on.

Mr. Baker: We are not making a decision on this tonight. We are not making a decision because we, there was a bit of a mess up we didn’t get the referral to Albany County Planning Board because we are in a proximity to an Ag district.

Mr. Cramer: The submission of the additional material was submitted after the deadline for the County Planning Board.

Mr. Baker: I would like to have a discussion among ourselves as to where we are going so we can give direction to Ms. Peck to draft a decision that we can review for next month.

Ms. Burke: One of the things that was not clear to me initially is that I thought that counsel had used a reasonable person standard in terms of the knowledge and when I looked at the case law it appears it was actual knowledge and so I think...

Mr. Baker: Which case law did you look at?

Ms. Coreno: I have it.

Mr. Baker: The one you cited in your e-mail the 1973 case, it was an appellate division case, but you have to remember you have to take with a significant grain of salt all zoning cases and decisions before 1993, because I talked about 1993, where there was a significant revision of the law. Where they took the standards that essentially set forth in various cases and codified that for what the standards were willing to be, so some of those earlier cases they didn’t necessarily hold what qualified is a self-created hardship as a standard and it was not held as
necessarily has a standalone separate requirement that notwithstanding from all the other criteria may have been met it would still suffice you know to stop or block a variance still a criteria had to be done. So it is more than a question, the cases have sometimes have been given more discretion and its usually the case where they are providing the discretion to the Zoning Board that is reviewing it and how they articulated their decision and the general deference that is always provided to the government entities.

Ms. Burke: Right certainly if we make a decision I would expect that if the matter gets appealed that we would be given discretion based on having been the first body to have reviewed all of this. That wasn’t the standard that I was speaking of. The standard that I was speaking of was with respect to what knowledge did the purchaser have prior to making the purchase with respect to the variance or you know what they are asking for variance on and the standard that was discussed on the record was by counsel was a reasonable person and my understanding is that it is the actual knowledge and not a reasonable persons knowledge.

Ms. Peck: I would agree with you that it is actually much more fact specific inquiry so if there is actual knowledge of the applicant or facts that should of put the applicant on alert that absolutely can be used for the Boards consideration as to whether they purchased the property with knowledge that there were, that it was not compliant with zoning and that goes with the self-created hardship. I agree that the cases do talk specifically to it, because at the same time you will see cases that say well if that applicant made an inquiry to a building inspector that’s a way to you knows rebut any sort of presumption. There is a fact specific component to all of this.

Ms. Abrams: So if you say that if somebody was buying a property and looks at all the minutes regarding that property and sees what the discussions were the variance and what the conditions were for the variance and knows that those conditions were not met that is something that the Board could take into consideration.

Ms. Peck: Yes.

Mr. Baker: I think it is incumbent upon someone who, especially in this case, Ms. Serk said she was aware of the minutes, she was aware of the conditions, she was aware of an e-mail from Mr. Jameson, who was Mr. Shufelt’s attorney at that time, that she knew a variance had been given, but did not know if all the conditions had been satisfied and even did not know the current status. It is incumbent that I think upon anybody who is making a significant purchase especially for a commercial purpose would use something more than minutes to determine have these circumstances been satisfied. That involves speaking to the building inspector and checking town files. I will say I find that the affidavit that Ms. Serk put in was misleading and not truthful because she said she checked the Town’s files. The specific language “I reviewed the entire file for the property in the Town records.” There is no indication that she did not look at the entire file, she did not look at the Zoning Law.
Ms. Burke: I think that we can’t hold her to the standard of an attorney when determining what she looked at.

Mr. Baker: You should have knowledge of the laws that apply to your property and it’s not a question whether she looked at it or whether she had an attorney look at it before she made an investment. It is a minimal that you generally require somebody regardless of the business, if you are buying a piece of property, if you are buying a house, and you want to use it for a particular purpose and they wanted to turn it into a home business or a home office, not in this town, in other towns and they never checked their zoning which found it wasn’t allowed.

Ms. Burke: I think that in that situation my expectation would be that they would have an attorney to do that for them and what they personally did would be somewhat different, so I don’t think her affidavit was misleading. I don’t think necessarily it was sufficient to show that they caused this problem, but I don’t think that it was misleading.

Mr. Baker: You are kinder than I am.

Ms. Abrams: I agree with Ms. Burke. If you are buying a piece of property and has not hired an attorney is that come under, because I’m not an attorney, I’m using this word as I might understand it, is that negligence then on the part of the buyer. It’s one thing buying a house and you know you’re a reasonable person and you get a contractor to come in and take a look how it is built, but if you are buying something that is a commercial property I would imagine that’s on a different level.

Ms. Coreno: Her attorney was Megan Bond.

Ms. Abrams: We don’t have any information that the attorney went through the records and said anything to her client about what the conditions were and whether or not they were met.

Mr. Baker: There is nothing in the affidavit that she consulted with her own attorney on this. It is a reasonable standard to hire an attorney for a commercial property.

Ms. Peck: Usually yes it is expected. It is not required by any stretch of the imagination.

Ms. Abrams: It’s a reasonable assumption.

Mr. Baker: Again reasonable assumption would be, I’m not going to say you should have an attorney, although I would say you should as a general good business practice, but at a minimum on something like this when you are on notice you check with the Town.

Ms. Burke: Well we do know that she did have an attorney. So whether it’s reasonable or not we know that she did, whether this was discussed or not we don’t know one way or the other. Also, I don’t know what the title report would say. I don’t think it would come up.
Ms. Peck: Actually I don’t think it would come up, unless it was reported in the Clerk’s Office, which they usually aren’t, I don’t think that would come up in a title search. The life estate may come up, usually it’s incorporated into the deed.

Ms. Coreno: It’s a lease life estate.

Ms. Burke: But the simple thing that Ms. Abrams brought up is that in the minutes it did speak to the conditions that the variance is based on and that those conditions had not been met. That simple visual would tell you some of that about the property.

Mr. Baker: My other concern is that I do think using it as residential property without the commercial use is not an unreasonable use of the property they paid $160,000 for it. They are allowing the property to be leased rent free for an undetermined amount of time for a life of a person. They bought it at less than the price of a commercial property. Based on the appraised value it is in the general range of a residential property, according to the appraisal. Clearly the contract did say that it was for residential use and residential purpose the garage there is nothing in it that it is for a commercial use or a commercial garage.

Ms. Burke: So to what extent is prior determination apply?

Mr. Baker: I don’t think it does. The prior determination expired, because it never went into effect. Remember the use variances are there to protect the owner of the property at that time. The variance was given in my opinion it was given on the basis that Mr. Shufelt represented to the ZBA that this would only apply to him. This wasn’t a condition that was imposed by the ZBA this was something that was offered to by Mr. Shufelt which the Board accepted.

Ms. Burke: With limitations.

Mr. Baker: Well it was a question whether it was legal would it had gone forward it would have been challenged, but the thing is he then dies. His estate owns a property that has a value. They sold it to Tommell, they are out of the picture, they sold the property they received their return on it. The value that they felt it was worth. Tommell is the applicant here who comes here and is as Ms. Coreno has done has recognized the variance expired, they have applied for a new variance and she says we are bound by this prior determination we made to the extent that circumstances don’t change, but two circumstances that don’t change are the local conditions. Impact on the neighborhood, the environment, there is no reason for reevaluating any of those questions if the Board were held to those two prior determinations. But we do have a change of circumstances, we have a different applicant who is trying to get a use variance who is trying to ride on the coat tails of a previous determination. But that still requires a determination of what did they acquire the property for and can they get a reasonable return for the uses that are permitted under the zoning code. Secondly, even if they can’t get a reasonable return on that, is it a self-created hardship if they buy this knowing or should of known that it had this restriction? That’s my feeling is there is a reasonable return for this property as a residential property with a garage. Can be sold for something like that in the range of what they did. The
issues of the improvements they put on the property I don’t think are relevant as they were done afterward. It is not part of the purchase price. There is no specificity that I’m aware of what specifically those were which building was improved or whatever. Those are post purchase improvements and again you can’t separate I think ourselves from the point they bought this property at the end of 2017 and from that point there on they did not do anything to try to comply with the conditions in the approval. They did not finalize the site plan and move forward like they are supposed to, it did not happen until the Town brought in an enforcement action against them.

Ms. Burke: That’s the part that I find most disturbing. I would want to take a look at some of the case law to see whether the cost add and what the life estate issue, because really the life estate they will not get any return on that property during the life of that individual if they are not using it as a garage.

Mr. Baker: The thing is they bargained for that. That was a bargain and sale thing. I don’t even know how old the person who lives there. It is not relevant.

Ms. Abrams: So what you are saying is that a lower purchase price as a quid pro quo for letting this lady live in the house?

Mr. Baker: Yes, instead of her having to pay, however much the rent of that is worth $1,000 a month or $12,000 a year, was taken off the purchase price.

Ms. Burke: I haven’t decided how I feel about that I want to look at the case law first.

Mr. Baker: Yes that is fine.

Mr. Moore: Mr. Shufelt and Mr. Jameson said that was for Mr. Shufelt, to him only and it was not to be conveyed to any other relative or anyone else. Mr. Shufelt didn’t live long enough to fulfill any of the conditions.

Ms. Burke: What is the status of the law on that would it run with property regardless of that?

Ms. Peck: Yes, it will run with the property regardless of that would have been stricken.

Mr. Baker: Well, I don’t know, I think that is an unclear condition because again Ms. Peck seeing it, I certainly did not recommend it but this was what the Board decided to do it, because Mr. Shufelt suggested it. I think there is a difference in the case law to the extent that a ZBA imposes a condition and says we are only giving this to you, if it’s only for you. That is certainly wrong and I don’t think this Board imposed it on Mr. Shufelt, he offered it as a condition that it would only be for him. I said at the time that the Board could not impose the condition but could accept one offered by Mr. Shufelt. Ms. Burke you weren’t here, but the rest of the Board was here.
Ms. Burke: That is clear in the minutes.

Mr. Baker: Yes, so this distinction as to whether or not it is an imposed condition doesn’t matter at this point because it’s an inactive point, because you know he died or he didn’t finish it. The estate did not do anything to try and secure the asset by finishing it, which they could of done.

Ms. Burke: The conditions would have been easy to see.

Mr. Baker: Yes. It could have been resolved and they didn’t but from their point of view they got the assets out of the sale that they wanted to they sold the property and you know they are okay with it. Unfortunately that imposed onto the purchaser to, you know, buyer beware. You need to understand what you are doing. It was not a secret that there is a law that applies to this. Given the history that it had gone through on this beforehand the subsequent purchaser is on a greater knowledge to understand what the restrictions are on the property and especially if they had bought it and the variance is still there. They had to comply with the variance terms. Again there was no effort to do so. There was no effort to make sure after the acquisition even occurred making sure they had the necessary permits.

Ms. Coreno: Is the record reflecting that the Chair was the attorney for the Zoning Board at the time that the Shufelt decision was made.

Mr. Baker: That is not a secret. It is in the minutes.

Ms. Coreno: I know I just wanted to make that clear for the record.

Mr. Moore: This garage continues to operate?

Mr. Cramer: Yes, as far as I know. They have the ability with the use variance application submitted to have a stay on the infraction.

Ms. Burke: So typically when there is a conditional variance granted is there any follow up by the Town to determine that the conditions have been made and finalize that variance.

Mr. Cramer: There is a building permit or zoning permit based on the scope of the conditions that would have to be complied with, but the zoning book does state that if the conditions are complied without the building permit within that time frame that it can be allowed, but the conditions were not met. A part of this also in the record shows from Mr. Jameson who is the attorney last time that they had as part of their submittal that there was also a site plan application that was applied for, that site plan application was granted and there was a lot of conditions including you know a 20x60 addition on the back of the building that was part of it and in the decision on that it states that when they go back for the finalization of the use variance that they recommended a change of hours of operation.
Ms. Coreno: I once again renew my request for any indication in the Town file of which conditions were not met; anything in the file.

Mr. Cramer: We generally do not and we do not have the man power for every application that doesn’t meet their fulfillment and doesn’t come into the Town Hall to apply for the conditions to be met for me to be chasing them around town.

Ms. Coreno: The allegations are that the conditions have not been met. It has been repeated over and over again and I’m asking which ones were not met.

Mr. Cramer: The conditions were never met.

Ms. Coreno: There is a driveway and there are other things that have happened, so if there is a finding in the town record that those conditions have not been met I’m asking to be provided a copy of it that would have been in the record at the time my clients purchased the property. I just renewed my request.

Mr. Cramer: No, because there was never a request of that at the time.

Mr. Baker: They would of come in for a certificate of occupancy.

Mr. Cramer: They would of required a certificate of occupancy. Mr. Shufelt would of required a letter from me to DMV in order to have a legal operation and that was part of the use approval.

Mr. Coreno: I just ask because the statement has been made repeatedly that the conditions had not been met and there is nothing still on the record of which ones have not been met.

Ms. Burke: We have not made any findings. This is deliberation, so at this point those comments...

Ms. Coreno: No that’s finding of the building department. I am making a records request.

Mr. Cramer: It was a finding of the Building Department that there was never a permit requested and that there was never anybody who reached out to the Building Department to state that the conditions had been met for an inspection to be done.

Mr. Baker: I would like to also point out and will make this on the record that your notice of violation stated that there was no valid permit on this and your appeal of this has never questioned that determination that the rest of the approvals were not required. You challenged whether the variance was not valid.

Ms. Coreno: I am making a FOIL records request on the record. I am not debating with the Board. I am asking if there is something in the file that indicates to support the fact that the
conditions have not been met and which ones. I’m asking that to be provided. I am not debating with the Board. I am requesting a records request.

Mr. Baker: You can put in your records request in writing.

Ms. Coreno: It has already been made and it was done in 2018.

Mr. Baker: As far as I understand there isn’t a written record to that effect nor does there need to be.

Mr. Moore: Can we move on.

Mr. Baker: We will do some more research and we can continue this at the July 23, 2019 meeting.

Regular Meeting:

Discussion/Action minutes of May 28, 2019: The May minutes will be voted on at the July meeting.

Motion to adjourn: At 8:20 p.m. Mr. Moore moved to adjourn and Ms. Burke seconded the motion; all in favor; motion so carried.

Respectfully submitted

Lori Saba

THE NEXT TENATIVELY SCHEDULED MEETING JULY 23, 2019