

Town of Copake Zoning Board of Appeals

~

Meeting Minutes of July 27, 2017

~

The regular meeting of the Zoning Board of Appeals of the Town of Copake was held on July 27, 2017, at the Copake Town Hall, 230 Mountain View Road, Copake, NY.

1) Roll call:

The meeting was called to order at 7:00 PM by Jon Strom, ZBA Chairman. Present were; Frank E. Peteroy, Michael Diperi, and Thomas Goldsworthy. Town Attorney Ken Dow was not present. Jeffrey Judd and Mark Miller were excused. Secretary Veronique Fabio was present to record the minutes. An audience of about 10 was also present.

2) Reading and approval of the minutes:

~ Jon Strom asked if board members were ready to make a motion to accept the May 25 and June 22 minutes.

~ Frank Peteroy said that he would accept the June minutes with a correction on what he had stated for the Piscopo application. Frank had suggested consulting the building inspector with regard to covering two windows with the sunroom addition.

~ *Jon Strom made the motion to accept the May and June minutes with the correction as requested, Frank seconded, all agreed.*

3) Correspondence:

The following correspondence was acknowledged and will be reviewed as the meeting goes on.

6-23-17 Crawford & Associates in refer. To Wagman 2017-21
7-19-17 From Planning Board, referrals on Wagman & Piscopo.
7-10-17 Revised variance application for Wagman
7-25-17 Training cancelation in Albany
7-22-17 From Ken Dow in Ref. to Ben Meir.

4) New Applications:

1) 2017-21, Wagman, Lakeview Rd. Tax Map 165.11-01-45

Improvement within 100' of a body of water.

~ Evan Young from Crawford & Associates presented the application for Mathew Wagman the owner.

~ Jon Strom read the letter from Highway Supervisor, Bill Gregory with his recommendations for the project.

“We agreed that the cut in the guide rail should be the minimum length to allow access to your clients’ property, not to exceed Four feet. Also any posts or parts of the stairs should be twelve inches behind the guide rail. The cuts in the guide rail will have flairs on each end.”

~ Evan Young presented the requested items from the previous ZBA meeting:

1. Discussion with Town Highway Superintendent (William Gregory Jr.).
 - a. Determine an appropriate setback for the staircase in relation to the road
 - b. Discuss guiderail removal
2. Complete design of the staircase and deck, specifying materials and detailing construction.
3. Erosion & Sediment Control Plan (seeding specifications, silt fence, etc.)
4. Specify which trees on the 20' wide easement are to be removed and which are to remain with construction of the proposed staircase and deck.

~ Tom Goldsworthy asked the height of the deck over the water.

~ Evan responded that the deck will be at 7 to 8' above the water level.

He added that there will be railing on 3 sides of the 18' x 7' deck as well as railing on both sides of the staircase.

This application has been referred to the Planning Board earlier and they had no objection to the project (letter dated July 16, 2017).

~ Jon Strom made the motion to accept the application for public hearing next month. Michael Diperi seconded the motion, all members present agreed.

2) 2017-23, Dionisio Fontana, 7 Island Drive Tax Map # 176.1-6-3

Variance for a pre-fab. 16'x12' shed in front yard. Rep. L. Chernewsky.

~ Linda Chernewsky presented the project accompanied with Mr. Fontana. He would like to install a pre-fabricated 12'x16' shed. The house is situated on a non-conforming corner lot. The choice for the location of the shed is determined by the fact that the land slopes all around except on Island Drive side and the presence of the septic tank on the same side.

~ Linda Chernewsky indicated that Mr. Fontana owns the five consecutive lots.

~ Frank Peteroy noted that the chimney is not on the plan and that the shed should be move at least 6" from the back of the house to maintain adequate air circulation. The shed would obstruct a window if placed too close to the house.

~ Jon Strom asked Linda to include the chimney on the plan and to check with the building inspector about the window issue.

The application will be forwarded to the Planning Board.

~ Jon Strom asked for a motion to accept the application for public hearing next month. Michael Diperi made the motion, Thomas Goldsworthy seconded, all members present agreed.

5) Public Hearing:

2) 2017-22, Piscopo, 70 Lake Shore Drive. Tax map # 176.3-2-21 & 176.3-2-5

Prefabricated sunroom on a non-conforming lot.

~ Jon Strom asked for a motion to open the public hearing, Mikael Diperi made the motion, Thomas Goldsworthy seconded, all agreed.

~ Contractor, Jim Hughs and owner, Vince Mooney are present.

~ Jim Hughs presented the survey and gave more details about the proposed sun-room on concrete slab.

He agreed that the issue raised by Frank Peteroy at the last meeting with the obstruction of two windows as a result of the installation of the sun-room should be checked out by the building inspector.

The variances necessary are: Relief from 232-24B (2), (a), [5], alteration to a non-conforming structure and a rear yard setback variance of 26'.

All the abutters were notified. There were no comments from the public or the ZBA members.

~ Jon Strom asked for a motion to close the public hearing, Mickael Diperi made the motion, Frank Peteroy seconded, all in favor.

Jon Strom indicated that the ZBA had 62 days before rendering a decision, but he believed that the members will be able to make a decision tonight.

He proceeded to read the 267-b Permitted action by board of appeals.

a. The Zoning Board of Appeals shall have the power, upon an appeal from a decision or determination of the administrative official charged with the enforcement of such ordinance or local law, to grant area variances as defined herein.

b. In making its determination, the Zoning Board of Appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making such determination, the board shall consider:

1; 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.

Answer: NO

2; Whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue other than an area variance;

Answer: NO

3; Whether the requested area variance is substantial;

Answer: NO

4; Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district;

Answer: NO

5; Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals, but shall not necessarily preclude the granting of the area variance.

Answer: YES

Tonight the Zoning Board of Appeals will be voting on;

Relief from 232-24B (2), (a), [5], alteration to a non-conforming structure and a rear yard setback variance of 26’.

Roll call vote: Frank Peteroy: YES, Jon Strom: YES, Michael Diperi: YES, Thomas Goldsworthy: YES.

Variance is granted

Internal Business:

1) 2015-01, 02, 03, 04 Ben Meir applications for special Use Permits.

The ZBA has to finalizing the Agreement worked out between the parties and previously agreed to by the ZBA, the Court has signed the Court Order directing the ZBA to issue Special Use Permits for the four Ben-Meir applications, in accordance with the conditions set out in the attached "Order, Stipulation and Agreement of Settlement."

~ Jon Strom asked for a motion to:

1) to Grant a Special Use Permit to Alon Ben-Meir for a Boardinghouse at **2111 County Route 7**, Copake, NY, in accordance with the Order, Stipulation and Agreement of Settlement, annexed hereto, dated June 28, 2017 and entered with the Greene County Clerk on July 10, 2017, Hon. Lisa M. Fisher, Supreme Court, Greene County, such Special Use Permit being subject to all terms and conditions as set out in such Order, Stipulation and Agreement of Settlement. Supreme Court, Greene County Index No. 16-711.

Mickael Diperi made the motion, Frank Peteroy seconded, all members approved.

~ Jon Strom asked for a motion to:

2) to Grant a Special Use Permit to Alon Ben-Meir for a Boardinghouse at **22 Howard Drive**, Copake, NY, in accordance with the Order, Stipulation and Agreement of Settlement, annexed hereto, dated June 28, 2017 and entered with the Greene County Clerk on July 10, 2017, Hon. Lisa M. Fisher, Supreme Court, Greene County, such Special Use Permit being subject to all terms and conditions as set out in such Order, Stipulation and Agreement of Settlement. Supreme Court, Greene County Index Nos. 16-711, 16-712.

Mickael Diperi made the motion, Frank Peteroy seconded, all members approved.

~ Jon Strom asked for a motion to:

3) to Grant a Special Use Permit to Alon Ben-Meir and Deanna Kory Ben-Meir for a Boardinghouse at **2103 County Route 7**, Copake, NY, in accordance with the Order, Stipulation and Agreement of Settlement, annexed hereto, dated June 28, 2017 and entered with the Greene County Clerk on July 10, 2017, Hon. Lisa M. Fisher, Supreme Court, Greene County, such Special Use Permit being subject to all terms and conditions as set out in such Order, Stipulation and Agreement of Settlement. Supreme Court, Greene County Index Nos. 16-711, 16-713.

Mickael Diperi made the motion, Frank Peteroy seconded, all members approved.

~ Jon Strom asked for a motion to:

4) to Grant a Special Use Permit to Steven Rose 2117, LLC, for a Boardinghouse at **2117 County Route 7**, Copake, NY, in accordance with the Order, Stipulation and Agreement of Settlement, annexed hereto, dated June 28, 2017 and entered with the Greene County Clerk on July 10, 2017, Hon. Lisa M. Fisher, Supreme Court, Greene County, such Special Use Permit being subject to all terms and conditions as set out in such Order, Stipulation and Agreement of Settlement. Supreme Court, Greene County Index Nos. 16-711, 16-714.

Mickael Diperi made the motion, Thomas Goldsworthy seconded, all members approved.

The court order is attached to the minutes.

2) Budget forms to be filled out by Chairman Jon Strom were handed out.

On a motion by Michael Diperi, seconded by Frank Peteroy and agreed upon by all members, the meeting was adjourned at 7:50.

Respectfully submitted.
Veronique Fabio.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF GREENE

FILED

'JUL 10 2017

GREENE COUNTY CLERK

ALON BEN-MEIR,

Petitioner,

-against-

TOWN OF COPAKE ZONING BOARD OF APPEALS and
TOWN OF COPAKE,

Index Nos. 16-00711
16-00712

Respondents.

ALON BEN-MEIR and DEANNA KORY BEN-MEIR,

Petitioner,

-against-

TOWN OF COPAKE ZONING BOARD OF APPEALS and
TOWN OF COPAKE,

Index No. 16-00713

Respondents.

STEVEN ROSE 2117, LLC,

Petitioner,

-against-

TOWN OF COPAKE ZONING BOARD OF APPEALS and
TOWN OF COPAKE,

Index No. 16-00714

Respondents.

ORDER, STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement ("Agreement") entered into and effective as of the latest date on the signature page, and any counterparts thereof (the "Effective Date"), by and between ALON BEN-MEIR, DEANNA KORY BEN-MEIR and STEVEN ROSE 2117, LLC as the Petitioners herein, and TOWN OF COPAKE ZONING BOARD OF APPEALS and

TOWN OF COPAKE, as the named Respondents herein, in settlement of the instant consolidated Actions interposed by Petitioners.

RECITALS

WHEREAS, Alon Ben-Meir, is the fee simple owner of real property located at 22 Howard Drive in the Town of Copake, County of Columbia and State of New York bearing tax map number 186.-2-76 (hereinafter the “22 Howard Drive Property”);

WHEREAS, Alon Ben-Meir and Deanna Kory Ben-Meir, are the fee simple owners of real property located at 2103 County Route 7 in the Town of Copake, County of Columbia and State of New York, bearing tax map number 186.-2-29.2 (hereinafter the “2103 Route 7 Property”);

WHEREAS, Alon Ben-Meir, is the fee simple owner of real property located at 2111 County Route 7 in the Town of Copake, County of Columbia and State of New York bearing tax map number 186.-2-67 (hereinafter the “2111 Route 7 Property”);

WHEREAS, Steven Rose 2117 LLC, is the fee simple owner of real property located at 2117 County Route 7 in the Town of Copake, County of Columbia and State of New York bearing tax map number 186.-2-29.112 (hereinafter the “2117 Route 7 Property”);

WHEREAS, the 22 Howard Drive Property, 2103 Route 7 Property, 2111 Route 7 Property and the 2117 Route 7 Property may be referred to herein as a “Subject Property” and are collectively referred to herein as the “Subject Properties”;

WHEREAS, Plaintiffs applied to the Copake ZBA for the issuance of four separate special use permits to utilize each of the Subject Properties as a Boarding House and/or Tourist House, as such terms are defined under the Copake Zoning Code;

WHEREAS, following a lengthy public hearing and months of study, the Copake ZBA accepted and adopted a Final Environmental Impact Statement pursuant to the New York State Environmental Quality Review Act ("SEQRA");

WHEREAS, on July 28, 2016, the Copake ZBA proceeded to pass four Resolutions, each by a vote of 3-2, denying Plaintiffs special use permits to utilize any of the Subject Properties as Boarding Houses or Tourist Houses as defined in the Town Zoning Code;

WHEREAS, plaintiffs thereafter commenced the above captioned four separate Article 78 proceedings challenging the determination of the Copake ZBA denying the issuance of a special use permit for the operation of each of the Subject Properties as a Boarding House and/or Tourist House;

WHEREAS, the Parties realize the uncertainty and time-consuming nature of litigation and desire to avoid spending additional time and incurring additional expense in litigation; and

WHEREAS, the Parties hereby desire to resolve any and all disputes existing between them, including, without limitation, those disputes relating to and arising out of the use of the Subject Properties as a Boarding House and/or Tourist House, and enter into this Settlement Agreement to fully resolve all such disputes without further need, cost or expense of litigation and without any admissions of liability or responsibility on the part of any Party;

NOW, THEREFORE, for the full resolution of the instant consolidated Action, in consideration of the mutual promises contained herein, the parties to this Agreement hereby state, confirm, warrant, represent and agree as follows:

SETTLEMENT TERMS AND CONDITIONS

A. Recitals. The foregoing recitals, which the Parties to this Agreement hereby warrant are true and accurate, are incorporated by reference into these Settlement Terms and Conditions.

B. Issuance of Special Use Permit. Promptly upon the entry of this Order and Stipulation of Settlement Agreement, with service of notice of entry, the Town of Copake Zoning Board of Appeals will issue four separate Special Use Permits authorizing the Petitioners to operate each of the four Subject Properties as a Boarding House, subject to the terms, provisions, conditions and reservations set forth hereinbelow. Petitioners will comply with all conditions, restrictions, and provisions of such Special Use Permits, as set forth herein.

C. Boarding House Conditions. The Special Use Permit issued for each of the four Subject Properties will contain the following conditions and restrictions:

- 1) The maximum number of occupants permitted in the Subject Properties is as set forth below;
 - A) 22 Howard Drive Property - 10
 - B) 2103 Route 7 Property - 10
 - C) 2111 Route 7 Property - 8
 - D) 2117 Route 7 Property - 10

- 2) During the period each year commencing with the Saturday of Memorial Day weekend and ending at the conclusion of Labor Day weekend, the minimum term of any rental of any Subject Property shall be seven (7) nights, and the minimum term of any rental of any Subject Property during the remainder of the year shall be two (2) nights.

- 3) Any and all advertisements or listings for any of the Subject Properties shall explicitly state the applicable occupancy limit, and shall also expressly state the applicable minimum term of rental, in accordance with 1) and 2), above.
- 4) Each of the four Subject Properties will be separately and independently advertised for rent as a single-family dwelling, and no such advertisement, in any form, whether online or otherwise, shall contain any reference to the other three Subject Properties, nor shall any such advertisement encourage the joint or simultaneous renting of any of the other Subject Properties by related groups of renters.
- 5) The phone number of the property manager for each of the four Subject Properties will be made available to the immediate neighbors for communication regarding the rental of the Subject Properties.
- 6) The following terms, conditions, restrictions and provisions shall apply to each Special Use Permit issued hereunder:
 - i. Petitioners will not rent multiple properties owned by them or their entities, including 22 Howard Drive, 2103 County Route 7, 2111 County Route 7, and 2117 County Route 7, to the same group or to groups that are related, for simultaneous or overlapping periods.
 - ii. All advertisements, including any forthcoming advertisements on websites such as Vrbo.com and Homeaway.com, will specifically state that the Subject Property is surrounded by residential properties and that loud noises and disturbances will not be permitted.

- iii. The rental agent will vet each prospective rental tenant. Each prospective tenant will be informed that the Subject Property is surrounded by residential properties and that loud or excessive noise will lead to their eviction from the premises.
- iv. Applicants will employ a vetting process in an attempt to rent to families, as opposed to raucous-type groups. During vetting, potential renters shall be informed that the Subject Property is not for them if they plan on being loud or disruptive. Upon contact being made, the rental agent shall ask the potential renters a series of questions in order to better understand their intentions. Such questions include but are not limited to, what the renter's plans are, why they are coming to the area, why they wish to stay at the Subject Property and exactly who will be staying at the property. Thereafter, the rental agent again informs the potential renters that the Subject Property is surrounded by residential properties and that loud or excessive noise will lead to their eviction from the premises.
- v. Prior to the confirmation of any reservations, renters will be asked their intended occupancy and will be reminded that there is a maximum occupancy for the Subject Property. The maximum occupancy will be explicitly stated in the rental agreement, which will state that a violation of the maximum occupancy will result in the immediate eviction of tenants. Renters will also be required to list the names of all intended occupants of the Subject Property, their age, email address and phone number. When rented and occupied,

Petitioners' agents will visit the Subject Property daily to verify that the maximum occupancy restrictions are being complied with. If renters are caught in violation of the occupancy restrictions, they will be evicted from the premises.

- vi. The rental agreement terms for the rental of a Subject shall include language notifying the tenants that the Subject Property is located in a residential neighborhood and that the disturbance of neighbors with loud noise or music will result in the eviction of the tenants. The rental agreement terms shall also state that renters shall not make loud noise outside, including but not limited to the playing of music, between the hours of 10:00 p.m. and 7:00 a.m. It is noted that these limitations are more restrictive than the Town of Copake noise ordinance, which prohibits loud noise outside between 11:00 p.m. and 7:00 a.m.
- vii. Plaintiffs will utilize the services of a rental agent who lives in close proximity to the Subject Properties. The rental agent/property manager and/or the head of the maintenance crew will greet all renters at check in and explain to all renters the house and community rules. The rental agent/property manager and/or head of maintenance crew will visit the Subject Property on a daily basis to check in on the renters.
- viii. All renters will be provided with (a) explicit directions to the rental property to avoid unintended impact on neighbors, (b) the rental agents' telephone numbers and (c) a complete list of rules and regulations to minimize untoward unsupervised behavior.

- ix. The rental agent will be on call 24 hours a day, seven days a week, should any problems arise. A maintenance crew will also be at the property on a regular basis and the head of the maintenance crew will likewise be readily available as a point of contact, if needed.
- x. Signs will be posted on the Subject Properties notifying the renters that they are in a residential neighborhood and that noise levels must be kept in compliance with the local noise ordinance.
- xi. Plaintiffs will maintain a set of comprehensive house rules governing the operation and conduct of renters at the Subject Properties. In particular, the rules will address and govern which boats and docks the tenants may use, the safety rules on Upper Rhoda Pond, and the requirement that noise levels be kept to a normal level while outside. The list of house rules will be given to all tenants both before and during their occupancy. The rental agreement and comprehensive house rules will prohibit renters from making loud noise outside, including but not limited to the playing of music, between the hours of 10:00 p.m. and 7:00 a.m.
- xii. Plaintiffs will clearly mark which kayaks/canoes they own and which floating dock their renters may use to prevent future renters from using watercraft owned by neighboring residents. The plaintiffs will also provide enough life jackets for the safe use of the watercraft.

D. Prior Contracts Exempted. Notwithstanding any provision of this Agreement, any contract or agreement for rental of any of the Subject Properties that has been executed by Petitioners prior to the Effective Date of this Agreement shall not be subject to the minimum

rental term or the occupancy limit set out herein, provided that written notice of any such prior rental contract or agreement, which shall specify the Subject Property, the dates of rental, the number of persons who will occupy the Property, and the name of the contracting renter, be provided to Respondents by mailing or delivery of such notice to the Copake Town Clerk within five (5) business days of the Effective Date of this Agreement.

E. Release and Extinguishment of Any Building Department Violation. The Town of Copake, by and through the Town's Building Department, will withdraw, release, and relinquish any and all pending or unresolved zoning violations that have been issued against any of the Subject Properties.

F. Releases and Discontinuance of Action. This Agreement shall finally settle and resolve all claims and defenses that were asserted or could have been asserted in the instant consolidated Action, by any of the Parties, and discontinue the instant consolidated Action. Concurrent with execution of this Agreement, the Parties agree and, through their respective counsel, shall sign a Stipulation of Discontinuance, discontinuing the instant consolidated Action with prejudice as it pertains to the Parties to this Agreement.

G. Warranties and Indemnification. Each party to this Agreement represents and warrants that: (a) it is authorized to execute, deliver and perform this Agreement; and (b) this Agreement constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of New York without regard to choice of laws.

I. Sole Agreements and Modifications.

1. This Agreement constitutes the sole and entire Agreement between the parties hereto with respect to the matters covered hereby and this Agreement supersedes any and all

prior or contemporaneous agreements, understandings or undertakings, whether oral or written, by or between the parties regarding such subject matter contained herein.

2. No term or provision of this Agreement may be varied, changed, altered, modified, discharged, terminated or amended orally, but only in instrument in writing signed by all the parties to this Agreement. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach or other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement constitute or operate as a waiver at such time or any future time of such provision or of any other provision of this Agreement.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement and transmission thereof by facsimile shall be binding on the party signing and transmitting same by facsimile to the same extent as if a counterpart bearing such party's original signature had been delivered. Notwithstanding the foregoing, the parties shall exchange original counterparts of this Agreement promptly following execution thereof.

K. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such holding shall not effect or impair any other provision of this Agreement.

L. Further Assurances. Upon the full execution of this Agreement, the parties agree to take all steps reasonably necessary to carry out all of the provisions of this Agreement including but not limited to, the filing of releases in the forms referenced above.

M. No Admission of Liability. The Parties enter into this Stipulation and Agreement of Settlement expressly for the purpose of avoiding the cost, expense and uncertainty of trial.

Nothing in this Agreement, nor anything contained in any discussions, negotiations or conversations giving rise to it, shall be construed or interpreted to mean that any Party admits to the validity of the claims of the other Party, the lack of merit of any defense, or that any Party has engaged in any wrongdoing. This Settlement Agreement may not be offered or submitted as evidence in any action or proceeding brought by any person or entity, whether bound by it or not, except in an action brought to enforce the terms of this Settlement Agreement.

N. Headings. Headings of this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meanings hereof.

O. Notices.

1. All notices to any party herein for purposes of this Agreement, shall be considered delivered to said party upon receipt of said notice by way of hand-delivery, overnight mail or first class mail, addressed to the parties as set forth below:

Party:	Addressed to:
All Petitioners	Paul M. Freeman, Esq. Freeman Howard, P.C. 441 East Allen Street P.O. Box 1328 Hudson, New York 12534
Respondents	Kenneth J. Dow, Esq. 31 Kinderhook Street PO Box 25 Chatham, NY 12037

2. Any party may at any time notify the other parties of a change of its address for notices by mailing a registered or certified letter, by overnight mail, or by hand delivery containing the particulars of such change to the others at the addresses set forth above.

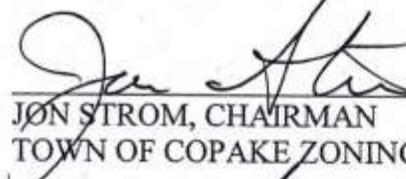
P. Binding and Inure. This Agreement shall apply to, be binding upon, and inure to the benefit of the parties, their officers, directors, agents, servants, employees, corporate affiliates and/or subsidiaries, predecessors, heirs, executors, administrators, successors, and assigns.

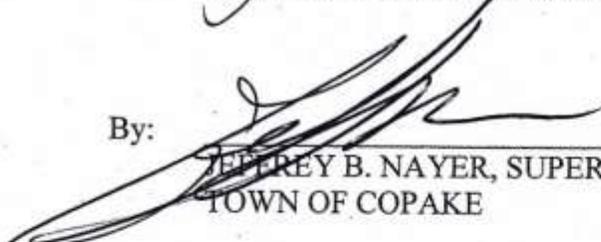
Q. Acknowledgment. The parties acknowledge that this Agreement has been executed following a review of the content of the instant Stipulation and Agreement of Settlement with the advice of their respective counsel and for purposes of construction hereof, this Agreement shall be deemed to have been drafted by all parties.

IN WITNESS WHEREOF, the parties hereto, acting pursuant to due power and authority have caused this Stipulation and Agreement of Settlement to be executed in their respective names by themselves or in their respective representative capacities.

By: _____
ALON BEN-MEIR date _____

By: _____
DEANNA KORY BEN-MEIR date _____

By:  _____
JON STROM, CHAIRMAN date 5/25/17
TOWN OF COPAKE ZONING BOARD OF APPEALS

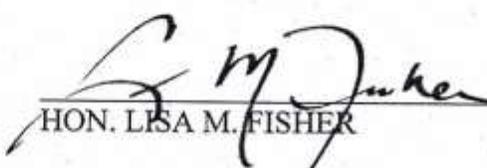
By:  _____
JEFFREY B. NAYER, SUPERVISOR date 6/8/17
TOWN OF COPAKE

+++++

SO ORDERED.

ENTER

Dated: June 28, 2017
at Catskill, New York.


HON. LISA M. FISHER