

**ZONING BOARD OF APPEALS  
SATURDAY, MARCH 31, 2012  
3:00 P.M.**

**Present:** Chairman Ogden Lewis, T. David Mullen, Charles Mott, Alexander Ames, Robert Treuhold, Alternate Brendan Ryan, and Village Attorney Richard DePetris

Chairman Lewis brought the meeting to order and informed the audience that the next meeting would be on April 28, 2012.

1) The first item of business was the approval of the minutes of the February 25, 2012 meeting. There was one correction to be made in reference to a clause at the bottom of page 2 which read, "...almost 200 feet less then the dimensions originally indicated on the survey." The correct language should read, "...almost 200 SF. less than the dimensions stated by Mr. Hulme." With that correction in place, Mr. Lewis ruled.

**DECISION: MR. LEWIS MOVED TO ACCEPT THE MINUTES OF THE 2/25/12 MEETING WITH THE INCLUSION OF THE AFOREMENTIONED CORRECTION. MR. TREUHOLD SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

2) Next, in reference to the **Corvino** holdover application, the board handed up the written decision.

**DECISION: MR. LEWIS MOVED THAT THE BOARD APPROVE THE DECISION AS SUBMITTED TO THE BOARD. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

3) The first matter on the agenda was the application of **David and Willa Fawer** for a setback variance to 81.4 feet from Quaquanantuck Lane in order to permit proposed swimming pool equipment. Premises are known as **16 Ocean Avenue. TM #902-10-3-22.1**

Attorney **Kittric Motz** was present for the applicants. The board said they had already reviewed the new proposal. Mrs. Motz explained that the new proposal had the swimming pool equipment as far away as possible from the neighbors to the south.

**DECISION: MR. LEWIS MOVED THAT THE BOARD GRANT THE VARIANCE TO 81.4 FEET AS REQUESTED. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

Next was the application of **Lawrence and Carol Uhlick** for a variance in order to permit proposed one story detached garage with a height of 20 feet and a setback of 35.5 feet from Second Neck Lane. Premises are known as **8 Penniman Point Road. TM #902-6-2-5.1**

Architect **Dean VanTassel** was present for the applicants. Mr. DePetris explained that although the application asked for a height variance from the required 16 feet to 20 feet, the applicant did not need a height variance because the detached garage with a 20 foot requirement. The only variance they needed was the setback variance from Second Neck Lane. Mr. VanTassel explained that because of his client's property location, the parcel was considered a through-lot and had 2 front yards. The applicant proposed to construct a single story, 886 SF. garage, located 35 feet south of the north property line, which would be a conforming location if the parcel was not through-lot. The Uhlicks had continuously used Penniman Point Road as their frontage and access to their driveway, and have never had access to Second Neck Lane because of it being a private road. The proposed garage would be visually 78 feet from the edge of pavement of Second Neck Lane. There is an existing green belt at the north end of the property that creates a visual shield. Mr. VanTassel felt that the garage fit within the character of the neighborhood in that it was aesthetically proportioned to the house and would be located by the required rear lot line if the subject property was not a through-lot. No opposition had been received from any of the Uhlick's neighbors, and since they would be complying with all local codes, there would be no environmental impact on the neighborhood.

**DECISION: MR. LEWIS MOVED THAT THE BOARD GRANT THE UHLICK APPLICATION. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

4) Next was the application of **WEM of SC, LLC** for a temporary variance in order to permit proposed PVC fence with a height of 8 feet for a distance of 40 feet along the easterly line. Premises are known as **48 Quogue Street. TM #902-8.1-1-1**

**Bob Perlow** was present to represent the applicants. He explained that the reason for the requested PVC fence on the eastern side of their property was to visually block out the neighboring property and help prevent dust and debris from entering their property which had a patio and café seating along side the construction area of their neighbor. They were hoping to get a temporary variance allowing the fence, that would last 2 years, or until the driveway was paved and the landscaping was installed.

**DECISION: MR. LEWIS MOVED THAT THE BOARD GRANT THE WEM of SC, LLC APPLICATION SUBJECT TO EITHER THE COMPLETION OF CONSTRUCTION NEXT DOOR OR TWO YEARS. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

5) Next was the holdover application of **Donna J. Astion and Michael D. Fricklas** for a gross floor area variance to 5,513 square feet, a rear yard/water setback variance to 47.7 feet, a height variance to 25' 4" within the required rear yard and a lot coverage variance to 27% in order to permit proposed second story addition (together with proposed access addition) to existing house. Premises are known as **18 Beach Lane. TM #902-14-1-9**

Realtor, **Sandy Carbone**, was present for the applicants. He submitted information for the board to review. He had calculated gross living area of all houses on the east side of Beach Lane. He had also asked the applicants and they had agreed to reduce the roof height almost 4 feet. In reference to roof over hang, Mr. Carbone had checked with Mr. Nowak, the Building Inspector, and was told that currently there was no law on the village books concerning such. It goes according to the footprint of the property. He gave the board a quick over-view of his gross living area calculations. The board wanted to adjourn the application to write up a decision with specific wording.

**DECISION: MR. LEWIS MOVED TO ADJOURN THE ASTION/ FRICKLAS APPLICATION FOR DECISION AT THE NEXT MEETING. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

6) Next was the application of **Stephen Weiner** from a determination of the Building Inspector that certain plan revisions require variances. Applicant requests that determination of the building inspector be reversed or in the alternative that variances be granted in order to permit such plan revisions. Premises are known as **38 Beach Lane. TM #902-14-1-1**

Attorney **Frank Isler** was present for the applicant. He submitted information for the board to review. He explained that his client's house plans were modified in November 2011. The approved variance was for a 15 foot setback for an open first floor deck, and a walkway above it on the second floor that was not originally coextensive. Then the plans were modified to expand the second floor deck to be coextensive with the first floor deck, with the same setbacks. The owner and contractor did not believe that any variances were needed for the revision. Village Attorney DePetris indicated that a variance would have been needed to make said revisions because anything that was done within the required setback above the ground level deck would need a variance. Mr. Isler felt that since the plans called for a waterproofed second floor deck, that might have been what triggered the building inspector to consider the second floor deck a roof. The reason for the waterproofing was to keep the lower deck dry in the event of rain. Mr. Isler explained that the second floor walkway had a 29 foot variance and they only wanted to extend the variance to the 15 foot setback for the second floor deck to match the first floor

deck. He felt there was no impact on the neighbors or neighborhood. It then became unclear to Mr. Isler whether or not the first floor deck had lost its prior variance. Mr. DePetris explained that the required setback was supposed to be open space. If they had a variance for a ground floor deck, then it was allowed to encroach into the setback. If they added things above it, within the setback, that goes beyond the structure that was granted, then they would need another variance. Mr. DePetris explained that it appeared there was a different configuration between their revised plan of November 8, 2010 and their November 11, 2011 plans. When the two plans were compared, it appeared there was a whole different footprint. Mr. Isler agreed and had not realized the change. Mr. Isler was requesting a variance for 15 foot for the entire length of the deck. The original variance was for an easterly portion of the deck. In reference to the hurricane shutters, Mr. Isler explained that they were strictly shutters that come down in anticipation of a hurricane and otherwise can be raised up. He submitted the FEMA standards for the shutters, showing that they were compliant. He felt that they would only create a temporary enclosure not an enclosed habitable area. Mr. DePetris indicated that the building inspector had received a January 18 letter saying the shutters were being removed, and wanted to know if they were now changing that position. Mr. Isler said they were keeping the shutters and the letter was should not have been sent. The architect explained that if they did not have the second floor deck, there would be no shutters in that area as the shutters would hang from the second floor deck. But there would still be a shutter system for the rest of the house. Mr. Isler said the current plans were submitted in early November and he was submitting an email from the building inspector indicating that he (the building inspector) had performed a framing inspection and approved the framing, and then referred the matter to the Design Review Board. Mr. Isler submitted for the record, a portion of the plans that were submitted to the Design Review Board and were stamped approved on November 11, 2011. He also presented a March 26, 2012 letter from Zizzi Construction indicating the contracts and expenditures of the client since the framing approval was given by the building inspector. He indicated that the building inspector had a full set of plans showing all shutters and the second floor deck etc. His chronology was that the plans were modified, construction was going forward, and then the building inspector requested a current set of plans in order to set a current fee for the building permit. The board explained that the revised plans were not the plans on which their variance was granted. Mr. Isler explained that when the building inspector examined the plans and then approved the framing, the owner and construction manager presumed that everything was all right. Then 2 ½ weeks later they got a notice of violation and stopped work. The board did not feel that the financial information in the letter from Mr. Zizzi applied to the deck situation. Mr. DePetris explained that if Mr. Isler felt that the building inspectors framing inspection constituted an approval of revised plans than he needed to show what the then existing construction was at the time of the framing inspection. Mr. Isler said his clients and the contractor felt that since the building inspector did not flag the plans for disapproval, they were ok to go forward using said plans. The board felt that it would be important for Mr. Zizzi to go back through his list of expenditures and let the board know what amount really relates to the deck construction between the November 11, 2011 date of the revised plans and January 10, 2012. Some members of the board felt that when they looked at what was on the property now it looked nothing like what they had originally approved so they wanted to see 2 models; a model of what

was approved and one of what they were now requesting. The board wanted to see data showing the architectural delineation on the elevation plans, showing actual height data.

The neighbor at **32 Beach Lane** came forward to explain that the building he now saw on the property looked higher than what was previously there. It did not look like it would conform to the other cottages that in the area, nor did it look anything like the building that was previously on the parcel. **David Marr**, at **61 Dune Road** across the canal, submitted pictures of the previous building at 38 Beach Lane. He said that he and his neighbors were concerned about the second floor deck on the house now being built, and felt the house had been substantially changed. They felt the new structure was much more imposing, seemed to be higher, and objected to the granting of the second floor deck variance.

**DECISION: MR. LEWIS MOVED TO ADJOURN THE WEINER APPLICATION TO THE NEXT MEETING. MR. MULLEN SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

7) Next, was the application of **The Quogue Club LLC** for a determination or a variance in order to permit proposed outdoor dining, proposed enclosure of existing covered porch and proposed conversion of existing interior space to exterior porches. Premises are known as **47 Quogue Street. TM #902-7-1-17**

Attorney **Jane Kratz** was present for the applicant. Along with Ms Kratz was **Chester Murray**, a Quogue resident representing a group of civic minded Quogue residents who wanted to purchase Inn at Quogue, restore it, and make it a central part of the Quogue community. He explained some of the history of Quogue as well as the Inn at Quogue. He explained that it had been over 30 years since any renovations had been made to the Inn at Quogue. His group wanted to bring the property back to high standards and preserve the history of the building. They wanted to make it a private/public social club that would offer dining for members as well as the public, and a place to hold civic and community functions. They were not seeking to expand the rooms or the dining capacity. Their contract with the current owner was contingent upon their obtaining outdoor dining capabilities. They were not seeking approval to turn the Inn into a discothèque.

Architect **Stuart Disston** came forward, submitted a booklet to explain the plans. He showed the proposed outdoor dining area and explained the proposed construction. He explained that the proposed plans would reduce the interior closed space by about 400 SF. They had an acoustical engineer do a preliminary analysis and they made recommendations that would not increase ambient noise to any degree. If the fence and the hedge were high enough to block any visual contact with any adjacent buildings or neighbors, and with properly designed acoustical barriers, there would not be any increase in ambient noise. He explained that the outdoor dining area would be a trellis garden with planters and hedging to create privacy. It would be an enclosed area, not visible from the street, but open at the top.

Ms. Kratz explained that at County Clerk's Office declaration was placed on the record for the use of the subject property which called for a prohibition of discotheque use, outdoor speakers, music, and entertainment. It was on record that in the event that the owners wished to have outdoor dining it would be with the consent of the Zoning Board. They were not seeking to modify the covenant, but to get permission to have outdoor dining with parameters established by the Zoning Board. They were not looking to expand the seating. The 157 dining seats, that are presently available for use, would be spread between the outdoor venue and the indoor venue. The outdoor area would not be heated space, but would be open air. Food and beverage service would be ancillary to the existing restaurant and there would be no food preparation or cash register in the outdoor area. All food service would emanate from the restaurant with table wait service. Ms. Kratz explained that there would be a bar area inside only, with service to the outside. There would be some decking eliminated off the cottages which would help to bring the property into greater compliance with the code by reducing lot coverage. Ms. Kratz explained that they did not believe there would be any adverse environmental impact on the neighborhood, and there was no other logical place for the outdoor dining. They believed that the property at present was a distressed asset with village and town taxes in arrears. There is also a large mortgage on the property which was now close to the purchase price of the property. Fire safety modernization was also being proposed for the Inn. In reference to the parking, Ms Kratz indicated that the parking would not need to be augmented in any way since there would be no change in the number of seats for the diners. The chairman wondered why the outdoor dining was not proposed to be enclosed in glass so the area could be used year round and the sound would also be enclosed. Ms Kratz said that was an interesting concept and she would mention it to the architect. She explained that they formed an LLC to own the property and the users believed the members would be residents and neighbors, not necessarily the same ones who were investing in the asset. Mr. Mullen mentioned that except for explicit exceptions in the Village Code, clubs did not appear to be a permissible use in the village, so depending on the form in which things were set up, the LLC might need approval beyond the Zoning Board.

**Jerome Coleman**, the southerly neighbor to the Inn, came forward to object to the requested variances. He felt neighborhood opposition was uniform against the change to a preexisting nonconforming use. He also felt there was clear language in the code prohibiting remodeling, alteration, or change in style or character as to less conformed to the nonconforming use. He added that it was also written in the code that there shall be no circumvention of purpose or spirit of the zoning code. He also submitted that the problem with the diminished value of sale property for #2 Quogo Neck Lane was directly related to the problems with the Inn at Quogue. He did not want to see the application granted as he did not want to see a private club in the center of the village.

**Dorothy Coddington**, another neighbor, came forward to express her objection to the variances. She had lived in the area for the past 20 years but had not seen any Inn owners succeed. She had not seen any pictures proposing the concealing of the dumpster. She felt the outdoor area did not look like it could hold 60 people dining. She was in favor of the possibility of continuing to let the owners operate as they were proposing as long as they met all the promises they were making and bear the right of revocation. She was

wondering how the LLC would deal with sound on the front porch from people chatting, drinking and smoking which would be within 15 or 20 feet of her bedroom.

**James Tolan**, the neighbor at **6 Quogo Neck Lane** said he had lived at his present address for 39 years and was familiar with the generations of The Inn at Quogue. He felt that he had heard no legal reason presented to the board as to why any variance should be granted. He felt the reasons presented were not sufficient to grant the variances when what he felt was that to proceed would be a change in the character of the Inn to the detriment of the character in the neighborhood. He also felt the Inn could be fixed up but then should remain self-contained, with all entertainment happening within the interior of the building.

**Clark Lewis**, the neighbor at **5 Quogo Neck Lane**, said he wanted to echo the same sentiments of all the earlier neighbors of his who had objections.

**Barbara Sartorius**, formerly the neighbor at **12 Quogo Neck Lane**, agreed that the renovations would change the character of the Inn, but felt it would be a change for the good. She felt that having a positive Inn would increase the neighboring property values, and included that she would be quite happy to see those changes in the neighborhood.

**David Marr**, of **61 Dune Road** explained that in the 80's, his mother, who was a New York restaurateur, had purchased the Inn to make sure it would never become a discotheque again. He agreed with Mrs. Sartorius, that having the Inn at Quogue being a positive social interaction would benefit all those who live in Quogue. The 1981 covenant that had been referred to throughout the evening was basically put on the books by his mother and the then present mayor. He would be interested in seeing the Inn restored and did not anticipate the problems of the 80's.

**Chairman Lewis** wanted to have the applicant supply the board with detailed information about the nature of the corporate entity that would be owner of the property, as well as if their requests would be a permitted use of a parcel within the village. Also, if it is a private club, how would the membership work, who could become a member, and how would it comply with the certificate of incorporation, and the charter, etc. Mr. Lewis felt there were still many questions that the board wanted to have answered.

Attorney **Kittric Motz** wanted to know how many members were being anticipated, what the price point would be in terms of membership, as well as many other questions.

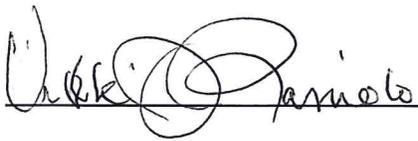
**Peter Sartorius**, the Mayor of Quogue, explained that he felt it was very important that the Inn at Quogue be revitalized. He felt the formula being proposed by the present applicants was a good one, and did not feel that this would be an exclusionary club in any way. He felt it would be a big plus for Quogue all year round and expressed that he wanted to see the property succeed. He agreed with the sentiments of the applicants, and felt that the outdoor dining could be an asset. He wanted the board to make favorable consideration of the requested variances.

**Jerome Coleman** expressed that he too wanted a functioning Inn as his neighbor, but felt it was very apparent that the use being considered would be a violation of a nonconforming use, and included that in his opinion, nothing had been presented legally that would support a variance under the village code.

Chairman Lewis wanted Ms. Kratz to address the LLC structure as well as the membership structure. He also felt it would be helpful to the board to have more history on the 1981 settlement agreement between the Village of Quogue and the then owner. He also felt the board should have more information as to whether the applicant was requesting an impermissible change of a preexisting nonconforming use in light of the 1981 settlement. The board wanted information on any prior applications for variances on said property.

**DECISION: MR. LEWIS MOVED TO ADJOURN THE APPLICATION TO THE APRIL MEETING. MR. AMES SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY CARRIED.**

The meeting was adjourned.

Respectfully submitted by:  File date: 4-25-12