**Town of Lexington Planning Board**

**October 10, 2023**

The Planning Board meeting was opened at 6:30PM by Chair, Jenni Cawein followed by the Pledge of Allegiance to the American Flag.

**Planning Board Members Present:** Chair, Jenni Cawein, Vice Chair, Beverly Dezan, Board Member, Casey Scieszka, Board Member, Nancy Orr, Board Member, Taris Charysyn

**Others Present:** Natalie & Aldo Altamirano (The Farm), Melissa Peters, Walter Temnycky, Susan & John Gallagher, John Enochty, Moira Taylor, Michael & Judith Moss, Eric & Medora Soule, John Andrews, Doug Johnson

**Review and Approve Minutes from September 12, 2023**

On a motion by Jenni Cawein and seconded by Casey Scieszka the following was,

ADOPTED: Ayes – 5 Cawein, Dezan, Scieszka, Orr, Charysyn

 Nays - 0

Therefore, the Planning Board approved the minutes from the September 12th meeting.

**Lot Line Adjustment: Sal Mancuso Jr (Deer Pen Estates) Tax ID: 108.00-3 25/108.00-3-37/108.00-3-38**

**Deer Pen Estates subdivision. No homes on lots. Making driveway to lots wider, therefore adjusting lot lines. All maps including mylar signed by Jenni Cawein, planning board chair.**

**Public hearing: The Farm (Natalie Altamirano) Tax ID: 127.00-5-34**

Public hearing remained open from the September 12th planning board meeting. Many people again were in attendance. An email Natalie had sent to the board members since the September meeting was read aloud because it presented different ideas from the original filing of the special use permit that were called into question. In particular, the mention of the house currently used as an Airbnb rental being instead used as a boutique inn. Jenni Cawein, PB Chair, explained the difference between a short term rental and a boutique inn which would be lodging. If Natalie & Aldo plan to change the house & make it a boutique inn, they would have to submit a new special use permit specifically for the house & go thru the public hearing process. With that clarification, that idea was put to rest until a later time. Natalie’s email further contained changes from the original proposal. Now Natalie & Aldo propose 15 large events per year (2 per month), up to 100 guests, unlimited small events for up to 30 people, parking for 12 vehicles and a more stringent contract. The emails that were submitted for the public hearing were all read aloud. 17 were opposed & 4 in favor, with 2 of those being from Prattsville. Those in attendance were invited to speak again & ask questions. The major concerns were noise, traffic, trespassing, trash, bears, unsightly porto-potties, catering truck noise & smells, drunk people and too many guests for property size. Those in favor spoke about Natalie & Aldo’s character & that this venue could bring business to the area. Beverly Dezan made a motion to close public hearing portion with a second from Nancy Orr. With all in favor, the public hearing closed at 8:31pm.

**Special Use Permit: The Farm (Natalie Altamirano) Tax ID: 127.00-5-34**

Discussion ensued among board members as to their thoughts on the special use permit proposal and the conditions to be implemented. Chair person, Jenni Cawein first made it clear to board members and all in attendance that any decision pro or con would not set precedent for other such venue decisions in the future. Each application is case by case. Also made clear was that although this property is in the rural residential zone, our zoning laws specifically calls for flexibility. Each board member spoke:

**Bev**- Commended Natalie & Aldo for their due diligence. Has concerns with small property size for amount of guests proposed & sound travels. With these concerns, Bev proposes having one event per month as more would negatively impact quality of life for residents.

**Casey**- Like Bev, impressed with Natalie & Aldo as people, questioned the financial feasibility of less events. Proposed that the events should not be on consecutive weekends.

**Taris-** Questioned if they even had any interest for a wedding to be held there in near future? Taris feels that Lexington is growing and Natalie & Aldo will have to try hard to succeed with this venture. He has no opposition.

**Nancy-** Also has concerns for financial feasibility of less events per year. The idea of a boutique inn may add a second income stream to help be successful.

**Jenni-** Multiple income streams of venue & boutique inn will help this be successful. Jennie has an issue with unlimited smaller events for 30 people and would like to discuss this further. She also feels 100 guests at large events is too much.

Following discussion among the planning board members, a motion to approve the special use permit with conditions was made by Taris Charysyn and seconded by Beverly Dezan. With all in favor and none opposed, the motion carries.

The conditions are as follows:

Natalie LeDoux and Aldo Altamirano (Operators)

Unplugged and Away, LLC (Bjorn Larsen, Property Owner)

11548 NY-23A

Lexington, NY 12452

Property Tax ID: 127.00-5-34

On October 10, 2023, the Lexington Planning Board voted to grant you a special use permit to host

commercial events at The Farm, subject to the following conditions:

1. Maximum head count per event is 100. This includes guests and supporting staff.

2. There are to be no more than 6 events per year. Events may not be held during major holidays,

nor on consecutive weekends. (Smaller events of 15 people or fewer are not covered under this

permit).

3. Barn soundproofing will be installed.

4. Fencing (split rail or similar style) will be installed.

5. There is to be no parking on the street. Guests must be brought in by shuttle (or car pool) for

events larger than 15 people.

6. An owner or operator (you or designated representative) must be on the premises at all times

during the event.

7. There is to be no sound amplification outside of the barn, and all amplification and music must

stop by 10 pm.

8. Additional outside lighting, if installed, must be dark sky compliant.

9. Portable toilets shall be removed as soon as possible after the conclusion of the event.

10. Terms and Conditions in the attached client contract must be observed, including:

a. Friday/Saturday evening weddings only. Sunday end time 11am

b. All guests and supporting staff must be off-site by 11pm.

c. No confetti, except water-soluble ecofetti, may be used. No rice, bird seed, food,

balloons, wish lanterns, potpourri or glitter.

d. All water needed for vendors must be carried on site and disposed off site to protect the

watershed.

e. Amplified music (only allowed in the barn) must be at a decibel setting of less than 70

decibels at the property line, and all sound must be less than 60 decibels at the property

line post event.

f. Fireworks or other hazardous or flammable materials are not to be used.

This permit applies only to you and the easement from the current property owners (Unplugged and

Away LLC), and is non-transferrable. Substantive changes in the attached client contract must be

approved by the Planning Board. You must comply with all Federal, State and Local regulations. Failure

to comply with any of the above terms, conditions, limitations, and requirements imposed by this

permit may result in revocation of the permit.

Jennifer Cawein, Chair

Approved client contract from “The Farm” as follows:

EVENT PRICING & TERMS

The Farm at Lexington

11548 Route 23A

Lexington, NY 12452

PRICING AND OTHER RELATED COSTS

TBD

SUMMARY

Maximum guest count allowed is 100

Portable restroom facility

Property Manager & up to 4 additional staff

Farmhouse accommodations for up to 12 guests included

Day of Coordinator required

The Grounds

- 2.5 Acres of pastoral grounds

- Communal floral gardens

- Gravel patio with outdoor lighting

The Barn

- 5,000+ square feet 1840’s historic barn with two floors

- Seated capacity of 100 on mezzanine floor

- Open concept on the garden floor with built in bar

- Sliding barn doors open to the Grounds

The Farmhouse

- Lodging for up to 12 persons

- Screened deck and outdoor patio deck

- Outdoor firepit and seating

- Adhere to current Town of Lexington STR law

The Extra’s

- Wooden farm tables and dining chairs for up to 100 guests

- Outdoor benches

- Vintage furniture - See our inventory list here

- Parking for up to 12 cars

- Venue service staff

BOOKING REQUIREMENTS

All interested guests are required to visit The Farm for an in person consultation with our owner and operator prior to booking. Guests will walk the property and venue, discuss vision for the event, and review pricing and terms. The Farm will offer remote virtual tours and digital consultations if in-person is not possible. Must be 25 years old to book.

RESERVATIONS AND PAYMENT

The Farm will hold booking requests for up to five days following the venue consultation. A 25% deposit of the rental fee along with a signed agreement is due at the time of booking. In addition, we require a $1000 security deposit, which is refunded 30 days after the event, provided there are no damages. The remaining balance is due 30 days before the event along with the $1000 refundable security deposit.

The Farm accepts check and credit card (Debit/Credit card processing fees apply). Deposit due at signing of contract is non-refundable.

RAIN PLANS

The Farm is equipped with indoor space to accommodate guests in case of rain. We encourage all guests to plan ahead for inclement weather, should they envision an outdoor ceremony or dinner.

CANCELLATIONS OR DATE CHANGES

In the case of cancellation of the event by the client, all payments made to the date of written cancellation are nonrefundable. Date change requests can be made 6 months out from the original request for future dates within the existing calendar year.

EVENT TIMELINE

Friday/Saturday evening weddings only. Sunday end time 11am

Start time from 9am

Latest conclusion is 10pm

Guests are permitted to host “a wind down” until 11pm in the garden floor of The Barn at reduced capacity and sound.

VENUE STAFFING

Venue staffing inclusive of a Property Manager and up to 4 assistants. Staff will assist in day off maintenance, coordination of traffic, security and external vendor management.

Day of Coordinator (Required for Wedding Parties):

The Farm requires a day-of coordinator for wedding rehearsals and day of ceremonies. Support will be provided to oversee any needs pertaining to venue operations. If needed, The Farm can also provide day-of-coordination at an additional expense.

PARKING

The Farm provides parking accommodation for up to 12 cars for guests. House guests are permitted to park in designated parking areas only. Vehicles parked outside of the parking area, on the street or blocking emergency exits will be towed. The Farm will organize and require shuttle service accommodations for overflow traffic exceeding onsite parking for guests in attendance.

DECORATIONS

Decorations may not be hung using nails, tacks, staples or any type of material that will damage surfaces. No masking, duct, electrical, transparent, double sided tapes or glues that leaves a sticky residue. The only adhesive material allowed on the interior or exterior of Venue is stage/drafting/painters tape, which will not damage surfaces. Any furniture brought into the venue requires prior approval. Client

planner/coordinator and/or vendors are responsible for the setup and break down of all decor items brought in by the client. No fog machines permitted.

CANDLES

Any use of candles must be approved by The Farm. All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass. Client planner/coordinator and/or vendors are for lighting any candles brought in by clients. Sparklers are permitted so long as guest use and proper disposal is overseen by clients planner/coordinator.

CONFETTI

No confetti may be used outside, unless it is ecofetti which is water-soluble. Ecofetti can be found at www.ecoparti.com. No rice, bird seed, food, balloons, wish lanterns, potpourri, or glitter allowed. Client will be charged a cleaning fee if any of the listed items are found on the property grounds after event. Please check with The Farm for verification on anything other than bubbles, ecofetti, ribbon wands, or glow sticks. Sparklers are permitted so long as guest use and proper disposal is overseen by clients planner/coordinator.

ALCOHOL

Alcohol may not be served to minors. At any time, if Client breaches the terms of this Section, or if The Farm deems alcohol consumption to be excessive in its sole discretion, The Farm may cease all alcohol service and/or evict inebriated guests from the premises. If Client is unable to maintain order and reasonable decorum amongst their event guests at any time during an event, The Farm may cancel Clients' event early at sole discretion.

LOGISTICAL PLANS AND VENDORS

The Farm must review and approve all proposed outside Vendors prior to Clients' event. Venue must review and approve all proposed logistical plans for the use of the premises a minimum of twenty-one (21) days prior to the Client's event. Clients are required to provide a professional, Non-guest, “Coordinator”, as the term is understood in the wedding industry in The Farm’s region, for their event. If Client does not provide The Farm with name and contact information of Client’s Coordinator at least one (1) month prior to their event date, The Farm will provide Coordination services and will charge Client a fee of $2,500 USD. Client agrees to pay Venue such a fee in the event that:

a) Client fails to provide name and contact information for Coordinator as required by this Agreement;

b) Client’s Coordinator is deemed not a professional provider of such services in the determination of the Venue;

c) Client’s Coordinator cannot attend the event in order to provide coordination and planning services for any reason.

Client’s, their guests, and their vendors must adhere to The Farm rules and policies whether written or oral. Client’s breach of the preceding sentence may result in the early cancellation of Client’s event in sole discretion.

PORTABLE TOILETS AND WATER USAGE

Due to water limitations on the property, all guests are required to use portable toilets, provided by The Farm. Guests are not permitted to use indoor toilets or sinks in the Farmhouse for threat of compromise to the septic system. All water needed for vendors must be carried on site and disposed off site to protect the ecology of our watershed.

LODGING CHECK IN / CHECK OUT

Farmhouse check is from 3pm to 8pm. Check in after 8pm requests prior communication so that one of our innkeepers can greet you after hours. Check out is 11am

PRE/POST EVENT

Outside guests are not allowed at the Farmhouse at any time, unless the event size is less than 25 people. The Farmhouse is for lodging guests only, capacity not to exceed 12 guests.

AUDIO AND SOUND

a) Amplified music MUST be at a decibel setting of less than 70 at the venues property line at all times as measured by the Farm staff. Amplified music can be played in the mezzanine of the Barn until 10pm.

b) Post event sound levels must be at a reduced level on a decibel setting of less than 60 (normal conversation level) at The Farm’s property line.

b) DJs and/or bands MUST sound check with the Property Manager at least 2 hours prior to event start time to confirm sound settings and ensure sound volume is at The Farm’s approved level.

c) Failure to sound check on time and/or maintain sound within venue approved level will result in removal of outside vendor sound equipment. DJ/Band may continue to perform using The Farm’s sound equipment which has been preset at venue approved level if their equipment is removed due to excessive sound level; DJ/Band may also opt to use The Farm’s sound equipment rather than their own equipment in order to ensure compliance with venue sound requirements.

VENUE OPEN / CLOSE TIME

The Barn opens at 9am on the day of the event. Venue allows for storage in spaces prior to the day of the event. The Barn & Grounds close at scheduled event end time as determined by Client run of show, but no later than 10pm. All vendor decor and trash must be removed by 11am the day after the event. Failure to remove trash, decor or installations will result in a fine.

PET POLICY

For the safety of guests and our staff, pets must be on leash during the event at all times. Guests are responsible for any damage caused by their pets. Pets are allowed in the Farmhouse for as an additional expense.

INTERNET

High speed wireless internet is provided as a convenience and is not integral to the agreement. No refunds shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

SMOKING

The Barn and The Farmhouse are non-smoking venues. Clients will be fined if smoking/vaping occurs anywhere inside during Client’s event. For smoking guests, a designated area will be provided and clients will be required to clean up any trash and dispose of it in receptacles provided.

CATERING SERVICES

Any food or beverage service provided at The Farm must be hosted by an approved and licensed caterer. The Farm will provide a list of preferred vendors, however, it is not required for guests to book a

preferred caterer. All caterers will be required to meet with the venue operator prior to the event to ensure compliance with our rules and regulations. The Farm withholds the right to deny a catering request if they are found to be unwilling or unable to operate in compliance with our rules and regulations. Outside food or drinks can be brought on site, but must be served by a licensed caterer. All catering services are carry in/carry out and food and beverage related garbage must be removed from The Farm before the following day.

CLEANING AND EXCESSIVE GARBAGE

All non-food related items brought in by you, your vendors, or your guests must be removed by 11am on the day following the Client's event. Guests can use bins provided inside external storage shed. Rooms and common areas at Venue (including lodging rooms and common areas at the Farmhouse and the Barn ) that are booked in connection with Client’s event have to be cleared of all trash and personal belongings. No boxes, decor, branches, arches, easels, floral refuse, garland, shrubbery, or large garbage bags of trash or decor items are allowed in the Venue dumpster. Client is responsible for making sure that their vendors adhere to the terms of this Section. Any excessive boxes/ trash/ decor/ branches/ arches/ easels/ floral refuse/ garland/ shrubbery/ etc. left at The Farm after Client’s event will result in an additional cleaning fee.

CLIENT AGREES TO PAY FOR ANY DAMAGE SUSTAINED TO VENUE OR RENTALS ASSOCIATED WITH CLIENTS EVENT IF CLIENT OR CLIENT’S GUESTS ARE RESPONSIBLE FOR (BY ACT OR OMISSION) DAMAGE IN EXCESS OF THAT WHICH IS DEEMED REASONABLE UNDER THE CIRCUMSTANCES OF AN EVENT, IN THE SOLE DISCRETION OF VENUE’S LIABILITY INSURER, AND CLIENT HEREBY AGREES TO INDEMNIFY VENUE FOR ANY SUCH DAMAGE BY CLIENT OR CLIENT’S GUESTS IN THE EVENT OF A CLAIM BY A THIRD PARTY OF DAMAGE IN A MANNER OR AMOUNT OUTSIDE OF THAT WHICH VENUE’S INSURER COVERS UNDER VENUE’S LIABILITY INSURANCE POLICY.

AMENDMENT

This written agreement may only be modified by agreement of both parties in writing. Oral agreements will not be considered part of the contract. The parties agree that only written agreements are binding between the parties.

SEVERABILITY

If any provision of this written agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this written agreement is invalid or unenforceable, butthat by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,construed, and enforced to the maximum extent allowable by law.

VENUE AND CHOICE OF LAW

The courts of the Town of Lexington, NY & Greene County, NY are the agreed upon venue for any dispute arising under or inconnection with this Agreement. This Agreement is governed by, and interpreted under the laws of the State of New York.

COST OF ENFORCEMENT

If the event of any action at law or equity to enforce this Settlement Agreement and the Venue is the prevailing party, the Venue shall be entitled to recover reasonable attorney’s fees and costs from the non-prevailing party in such action.

USE OF PROPERTY

Clients expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Clients do not intend to make the property a residence or household. No trespassing on neighbors property for any reason. Any guests trespassing will be fined.

FIREARMS

Firearms are not permitted on The Farm.

FIREWORKS/PYROTECHNICS

Client agrees that Fireworks and other hazardous or flammable materials shall not be used in or around The Farm.

ILLEGAL USE

Clients shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

**Adjourn**

On a motion by Beverly Dezan meeting adjourned at 10:00pm.

 Respectfully Submitted,

 Beth Martin, Planning Board Secretary