

2/15/2023 - Finestone

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
7:32 p.m.

APPLICATION:

Finestone
123 Winchester Place
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

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CHAIRMAN KEILSON: Okay. Good evening, ladies and gentlemen. Welcome to the Lawrence Board of Zoning Appeals. Please turn off cellphones, and if there is a need to converse, please step into the lobby. Okay?

Mr. Vacchio, proof of posting?

MR. VACCHIO: Mr. Chairman, I offer proof of posting and publication.

CHAIRMAN KEILSON: Thank you very much. Okay. We have a long calendar. So -- and we are a hot board. We are so hot we only have three tonight. We only have a quorum of three which means the rules change in that we need unanimity so just be mindful of this, so if you have any doubt as to the success of your application, now is the time to --

MEMBER HILLER: -- leave.

CHAIRMAN KEILSON: Okay. The matter of Finestone. Anybody present for Finestone? Okay. Good.

MR. FINESTONE: All right. Good evening. So --

CHAIRMAN KEILSON: For the record.

MR. FINESTONE: Joseph Finestone, 123

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Winchester Place, Lawrence, New York.

CHAIRMAN KEILSON: So back in the day we granted a variance December 18, 2019. Our understanding nothing has been done on it. In the interim the variances expired and now you are about to I guess launch the project, so why don't you fill us in what's happened since then?

MR. FINESTONE: So it's pretty straightforward. As you said, so two years ago and change we came in front of the Board and were granted a variance. Since then --

CHAIRMAN KEILSON: Not a variance. One, 2, 3, 4. Four variances. Go ahead. Continue.

MR. FINESTONE: Since then I don't think I have to remind the Board what happened over the past few years. It was pretty much the beginning of COVID. Since then things were a little bit unknown, turmoil, prices up, all that. Since then, a few months ago I did restart the project and engage with a contractor and all that. And I thought that I was ready to go, only to learn that the

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variance I guess expires.

CHAIRMAN KEILSON: Expired, yes.

MR. FINESTONE: Which I guess maybe it was an oversight or something, but I didn't receive any literature or any notice.

CHAIRMAN KEILSON: Do we give notice?

Mr. Vacchio? The question was whether we give notice on an expiration of a variance.

MR. VACCIO: No. When we send out the approval letter, it states here specific conditions that you must obtain a permit within three months of the decision date.

CHAIRMAN KEILSON: Right. So it was wasn't acted upon. There is no notice given out.

MR. FINESTONE: Okay. So as I mentioned, I restarted the project a few months ago only to learn that just recently that the variance I guess was put on hold or expired, if you will, and as such, I am coming in front of the Board again to request an extension or reapprove of the variance. I am not coming for any new variances. Just to put in place the previous granted variance.

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MEMBER GOTTLIEB: So you say that you restarted the project, but you never went for permits. You had 90 days to get permits after three and a half years ago you were granted the variance.

MR. FINESTONE: I am not -- again, I apologize.

MEMBER GOTTLIEB: How can you start the project without the permit?

MR. FINESTONE: The project. Meaning to say we met with contractors.

MEMBER GOTTLIEB: You started investigating the work?

MR. FINESTONE: Under my understanding, we are all ready to go, greenlight, variances were approved, all that only to learn -- when he came to the village to learn that the variance was not in place when he was looking to do -- pull some permits. So at that point I learned about the fact that variances do expire and as such looking to continue the variance.

CHAIRMAN KEILSON: Who is the contractor?

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2 MR. FINESTONE: We didn't sign on the
3 dotted line yet, but I am happy to discuss it
4 afterwards if you would like.

5 MEMBER GOTTLIEB: Who is going to pull
6 the permits?

7 CHAIRMAN KEILSON: Mr. X.

8 MEMBER HILLER: You know that you have
9 been smiling but you have been very derelict
10 to your responsibilities to probably the
11 village and probably your own home. There are
12 people who started and did something during
13 COVID, and COVID has been over for a while.
14 You haven't stepped forward to do anything.
15 Again, I understand but the truth is this is
16 all on you. It's all on you. You were given
17 notice with an expiration date. You didn't
18 pay attention to it, you didn't do anything.
19 You still apparently have not done anything
20 even though you are trying to be very
21 charming.

22 MR. FINESTONE: I am charming.

23 MEMBER HILLER: Oh, you can't help it.
24 You are just charming.

25 MR. FINESTONE: I can give you a full --

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2 any question you ask.

3 MEMBER HILLER: You didn't answer when
4 asked directly who is your contractor.

5 MR. FINESTONE: I am happy to share
6 that, but I didn't sign on the dotted line. I
7 am meeting with him tomorrow I said after we
8 will get the granted variance back.

9 CHAIRMAN KEILSON: I don't think you are
10 jeopardizing anything by saying who is under
11 consideration. Did he come into the village?
12 How did you become aware that the variance
13 expired? Somebody came in.

14 MR. FINESTONE: The contractor, correct.
15 From my understanding the contractor came
16 down.

17 CHAIRMAN KEILSON: Mr. X, the
18 contractor. Mr. Vacchio, do you know of Mr. X
19 coming in?

20 MR. VACCCHIO: I have no idea.

21 CHAIRMAN KEILSON: Okay. You are also
22 not going to tell us.

23 MR. VACCCHIO: I don't know.

24 MR. FINESTONE: It's not a secret. His
25 name is Mr. Matlin, Bob Matlin.

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2 MR. VACCHIO: Never heard of him.

3 CHAIRMAN KEILSON: Okay.

4 MEMBER GOTTLIEB: We don't have a
5 preference for contractors. It just would
6 help us understand you are ready to go if you
7 would say you are signed up with Mr. Matlin or
8 Mr. X, and then we know that you are ready to
9 get started because it's not often that we
10 reopen a case if we are reopening this after
11 three and a half years or over three years
12 anyway.

13 CHAIRMAN KEILSON: Counsel, what do we
14 need? A motion to modify?

15 MR. PRESTON: It would be a motion to
16 reconsider the prior decision followed by a
17 motion to modify.

18 CHAIRMAN KEILSON: So motion to
19 reconsider the prior decision, gentlemen?

20 MEMBER GOTTLIEB: For.

21 MEMBER HILLER: For.

22 CHAIRMAN KEILSON: For.

23 MEMBER GOTTLIEB: Now we are open.

24 CHAIRMAN KEILSON: Motion to modify?

25 MEMBER GOTTLIEB: We are just modifying

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2 dates; we are not modifying any part of the
3 application?

4 MR. PRESTON: That's correct. I am
5 looking at the grant letter sent to the
6 applicant by Mr. Vacchio dated December 19,
7 2019, which advised that a permit must be
8 obtained within three months of the decision
9 date. That would have been March 18th of
10 2020. The -- and the decision also granted 24
11 months for completion of construction
12 following issuance of a permit. Which would
13 have been --

14 MEMBER GOTTLIEB: March of '22.

15 MR. PRESTON: -- March of '22.

16 CHAIRMAN KEILSON: All right. So if we
17 give them two and a half years, we are giving
18 him dates or giving him a term?

19 MR. PRESTON: I think what you would be
20 doing is extending -- is modifying the prior
21 decision to increase the completion of
22 construction from 24 months to -- if you are
23 adding two and a half years -- 54 months.

24 MR. CASTRO: Yes.

25 CHAIRMAN KEILSON: Okay. So gentlemen?

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2 MEMBER GOTTLIEB: When does the building
3 permit have to be pulled by?

4 MR. PRESTON: Within three months of the
5 Board's decision tonight so if it's granted.

6 MEMBER GOTTLIEB: So is this letter
7 going to say you have 54 months from 2020?

8 MR. VACCHIO: Same standard letter.

9 MEMBER GOTTLIEB: Or will it say you
10 have 30 months after today?

11 MR. PRESTON: It would be 30 months from
12 today.

13 CHAIRMAN KEILSON: After taking into
14 consideration the COVID and the like, we
15 understand, okay. Mr. Gottlieb, you are
16 comfortable?

17 MEMBER GOTTLIEB: Yes.

18 CHAIRMAN KEILSON: Mr. Hiller, you are
19 comfortable?

20 MEMBER HILLER: I am not comfortable but
21 I am for.

22 CHAIRMAN KEILSON: I am comfortable and
23 I am for.

24 MR. FINESTONE: Thank you.

25 CHAIRMAN KEILSON: Have a good evening.

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2 (Whereupon the hearing concluded at 7:41 p.m.)

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4 Certified that the foregoing is a true and accurate
5 transcript of the original stenographic minutes in
6 this case.

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YAFFA KAPLAN

Court Reporter

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2/15/2023 - Rubin

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
7:41 p.m.

APPLICATION:

Rubin
116 Harborview East
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

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CHAIRMAN KEILSON: Matter of Rubin, 116 Harborview East, they or their representative. I guess it's their representative.

MR. BEGUN: Good evening. My name is Ari Begun, representing Shmuel Flaum, SDF Architect.

CHAIRMAN KEILSON: Welcome, Mr. Begun. This is your maiden voyage before us.

MR. BEGUN: Shmuel is out of the country. He does apologize that he can't make it, and he asked that perhaps maybe you have some relief on myself because it's my first time.

CHAIRMAN KEILSON: Yes, absolutely.

MEMBER GOTTLIEB: No. We got to do like the fraternity hazing.

MR. BEGUN: So representing my client Mr. Rubin, we are asking for relief from Section 212-12.1, maximum front yard coverage. Permitted is 925, existing is 745. Proposed is 1,071 square feet, an overage of 146 square feet or 15.7 percent. And Section 212-48.B, minimum rear yard setback for a pool is 20

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feet. Existing is nonexistent. Proposed is 10 feet with an overage of 10 feet. And Section 212-48.C, minimum side yard setback for pool equipment is 15 feet. Existing is nonexistent and proposed is 11 feet, overage of 4 feet.

Starting off with the surface coverage, the driveway --

CHAIRMAN KEILSON: Yes.

MR. BEGUN: My client lives on a corner, and the corner is a dangerous corner.

Actually, during the previous construction there was an accident on that specific corner just because of the danger of the driveway. It's a one-way, it's not a circular driveway, there is not much room to maneuver, and for safety and convenience reasons we are asking for relief.

And also for the pool, if we were to move the pool perhaps maybe to the middle of the rear yard, it would be dividing the rear yard for its most practical and most useable use. So we are asking the Board for those reliefs.

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MEMBER GOTTLIEB: Let me ask you a few questions. You say that your client lives in a house which he clearly doesn't. Did they ever live in the house?

MR. BEGUN: They were doing construction, and during the construction they moved out. So --

MEMBER GOTTLIEB: But did they ever live in the house?

MR. BEGUN: I don't know offhand.

MEMBER GOTTLIEB: I think they bought the house in November of '22. Seems to have been under construction. Okay. I just mention it because you say your client lives in the house, and it doesn't seem to be so.

MR. BEGUN: Okay. It's my client's residence.

MEMBER GOTTLIEB: Okay. And are they going to live here?

MR. BEGUN: Yes. They are currently -- their kids are currently enrolled in a school out of the country, and their plan is to live there when the school is over.

MEMBER GOTTLIEB: So they would be

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2 moving back to America in the fall of this
3 year or the summer?

4 MR. BEGUN: At the end of the school
5 year.

6 MEMBER GOTTLIEB: Or sooner. Okay.

7 MEMBER HILLER: The people who are
8 living in the house currently are renters?

9 MR. BEGUN: My understanding is that
10 they are renters.

11 MEMBER HILLER: Do you know the terms of
12 their lease?

13 MR. BEGUN: I don't know it offhand.

14 MEMBER HILLER: I don't have it under
15 complete authority, but I have it under a
16 whispered rumor that your clients perhaps are
17 considering making Aliyah and they will not be
18 using the house.

19 MR. BEGUN: From the knowledge that I
20 know right now is that my client's plan is to
21 finish the school year and come back to the
22 residence.

23 MEMBER HILLER: After the school year is
24 over?

25 MR. BEGUN: Yes.

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2 CHAIRMAN KEILSON: Did you personally
3 speak to your client?

4 MR. BEGUN: I spoke with Shmuel who
5 spoke to my client.

6 MEMBER HILLER: Did you speak about that
7 topic?

8 MR. BEGUN: Yes.

9 MEMBER HILLER: I will get to the other
10 point. With the pool --

11 MR. BEGUN: Go for it.

12 MEMBER HILLER: I understand that you
13 back onto the club, you back onto the golf
14 course or the club over there, so I can
15 understand the 10 feet from the fence since
16 you are not encroaching on any neighbor
17 really. However, the -- I don't understand
18 the side yard setback. You could easily move
19 the pool from 11 feet to the required 15 feet.
20 It's only 4 more feet, it wouldn't involve
21 encroaching or hurting your yard at all. Your
22 yard would be just 4 feet a little shorter,
23 and you would also be a good neighbor.

24 MR. BEGUN: For sure.

25 MEMBER HILLER: I like that answer.

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MR. BEGUN: I am well aware of that. I am representing the client, and this is what the client is asking. Regarding the usability of the yard, 4 feet, it's not that big of a difference, but being that a pool is not used the entire year, you know, to maximize the area of the rear yard for most of the year would be more beneficial.

MEMBER HILLER: I understand but you also have to be considerate of your neighbor. Pools involve noise. Good noise, happy children, whatever, but you have to --

MEMBER GOTTLIEB: Mr. Hiller, let me help you.

MEMBER HILLER: Please.

MEMBER GOTTLIEB: You need all three of us to approve. I will not approve a pool that is less than 15 feet from the neighbor. Just to make that point clear.

CHAIRMAN KEILSON: We can make it simpler. Do you have authority to modify the request?

MR. BEGUN: I don't have authority to modify the request. Perhaps we can pose

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2 maybe, you know, something to mitigate the
3 noise if that's the potential issue.

4 MEMBER HILLER: No.

5 CHAIRMAN KEILSON: Well, if they stay in
6 Israel and they don't use the pool, there
7 would be no noise.

8 MR. BEGUN: That would be even better.

9 CHAIRMAN KEILSON: I think we need the
10 client here or certainly clarity from the
11 client.

12 MEMBER GOTTLIEB: Would you be
13 suggesting an adjournment?

14 MEMBER HILLER: Could we give a
15 contingent approval provided the client agrees
16 to move the pool 15 feet?

17 CHAIRMAN KEILSON: No, I don't think so.

18 MR. BEGUN: So regarding adjournment, it
19 might be difficult just because he is not
20 always -- he is back and forth between here
21 and Israel.

22 MEMBER GOTTLIEB: You could ask him
23 tomorrow and come back next month. This is up
24 to you. We can't make your decision for you.

25 CHAIRMAN KEILSON: I don't think you

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2 want a declination because that's going to
3 create a whole lot of new problems.

4 MR. PRESTON: Do you want to re-call the
5 matter for a second time and you can have a
6 chance to speak to the representative off the
7 record?

8 CHAIRMAN KEILSON: To what end?

9 MR. PRESTON: To avoid a denial.

10 CHAIRMAN KEILSON: So he will go for an
11 adjournment.

12 MR. PRESTON: I heard the offer. I
13 didn't hear it being accepted.

14 MR. VACCHIO: He doesn't want to make
15 that decision.

16 MR. PRESTON: Re-call the case.

17 CHAIRMAN KEILSON: I mean, you are
18 better off taking an adjournment than taking a
19 declination.

20 MR. BEGUN: If it's no then --

21 CHAIRMAN KEILSON: That would become
22 very problematic.

23 MR. BEGUN: Regarding the driveway can
24 we at least --

25 CHAIRMAN KEILSON: You want to bifurcate

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the application?

MR. PRESTON: We can't. It requires a second application.

MEMBER GOTTLIEB: It would have to be a new application?

MR. PRESTON: A new denial.

MEMBER HILLER: I think I speak for my colleagues that we do understand and we saw the corner ourselves and it does present some traffic issues. So that we do understand that.

CHAIRMAN KEILSON: It's a very dangerous corner. In fact, I complained to the village during the construction phase because the contractor was leaving his trucks there in a very unsafe manner. So we are not focused on the driveway right now. I think we probably would have a consensus favorable to that.

MEMBER GOTTLIEB: So we could bifurcate and just approve one section.

MR. PRESTON: You can deny certain portions which would be subject to reapplication, but the reapplication could not be for the same relief requested here.

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MEMBER HILLER: So to adjourn is better.

MR. BEGUN: Can we adjourn a portion of
it?

MR. PRESTON: Same reason, no.

MEMBER HILLER: Adjourn?

MR. BEGUN: I don't have much choice.

We would rather not deny it than --

CHAIRMAN KEILSON: Correct. Okay. So
go for an adjournment.

(Whereupon the hearing concluded at 7:51
p.m.)

Certified that the foregoing is a true and accurate
transcript of the original stenographic minutes in
this case.



YAFFA KAPLAN

Court Reporter

2/15/2023 - Singer

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
7:51 p.m.

APPLICATION:

Singer
63 Causeway
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

2/15/2023 - Singer

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2 CHAIRMAN KEILSON: Next matter is that
3 of Singer. So you are staying up there,
4 right?

5 MR. BEGUN: Yes.

6 CHAIRMAN KEILSON: Welcome to the
7 neighborhood. You will introduce yourself for
8 the record.

9 MR. SINGER: Thank you. So far so good.
10 My name is Barry Singer. My wife's name is
11 Chaya Singer.

12 MR. BEGUN: For the record, Ari Begun,
13 representing Shmuel Flaum, representing the
14 Singers.

15 CHAIRMAN KEILSON: Right.

16 MR. BEGUN: The Singers are requesting
17 code relief for Section 212-12.1, maximum
18 surface coverage. Permitted is 4,022.
19 Existing is 3,830. Proposed is 4,356. Leaves
20 us with an overage of 334 or 8.3 percent. And
21 Section 212-48.C, minimum rear yard setback
22 for a pool is 20 feet. Existing is
23 nonexistent. Proposed is 12 feet and overage
24 leaves us with 8 feet.

25 CHAIRMAN KEILSON: The application, the

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petition was very clear. We understand the need for pools, we understand the particular circumstance of why you want a pool. The issue as you just heard is pools are by definition noise makers and that's why we have the 20-foot for the backyard and 15-foot for the side yard.

MR. SINGER: We have four neighbors that signed on the dotted line.

CHAIRMAN KEILSON: We will get to that. That's given by the law of reciprocity, right, because neighbors almost automatically sign on. If they don't sign on, then that raises the question, but signing on doesn't add that much weight to the credibility. Okay? Because pools as I said are a problem. And it's more of a problem when we are talking about a new house which is built to the maximum in terms of the size of the lot. This is not the first time we have had Schulhof purchase a house and now we have a situation where with a pool being added and therefore you have an overage in the surface coverage. But again, not unsympathetic to the need for a

1 2/15/2023 - Singer

2 pool and so we have worked through the COVID
3 period. There have been dozens and dozens of
4 pools that have been created, and we have been
5 very sympathetic to the people. So again,
6 these gentlemen will question and comment.

7 The rear yard 12-foot is a problem. It
8 calls for 20, and truthfully we never went
9 below 15. That's just plain reality. And
10 right now the pool is only 3 feet off the
11 house. A proposed pool is only 3 foot off the
12 house which is problematic by itself.
13 Gentlemen?

14 MEMBER HILLER: Since we have in the
15 past given the 15 feet under extenuating
16 circumstances, which perhaps you fit into,
17 could you see reducing the width of the pool
18 to 12 feet?

19 MR. SINGER: We are at 15. I think
20 15/35, 12 is --

21 MEMBER HILLER: Sir, we are trying to
22 work with you.

23 MR. SINGER: No, I appreciate that. I
24 appreciate that and obviously our impression
25 going in was it was not going to be an issue.

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2 I am not saying anybody deceived us. We
3 thought we had enough property. It kind of
4 looks pretty big. It's huge so I am not sure
5 if all the dimensions that are spoken are --
6 we hope they are correct, but to me it seems
7 we have much more, and again we have a few
8 neighbors that have no issues with it. We had
9 no way of knowing there was going to be any
10 issues. We are good people.

11 I do have a medical issue that I don't
12 have to discuss here and obviously that
13 medical issue as far as I am concerned is huge
14 with the current situation and again, all the
15 more reason that I didn't think I would have
16 an issue. I thought a combination of this and
17 that -- obviously we could be flexible but
18 not -- it's not a pool. Twelve foot -- talk
19 to any pool guy, they tell you 15 is pretty
20 much the minimum. Whether you go 30, 35, or
21 40 but less than 15 --

22 MEMBER HILLER: We have had people make
23 lap pools. We have had people make
24 12-foot-width pools. While I am very
25 sympathetic and I understand the conditions,

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there are also village pool rules. We are willing to bend them for you. We are bending them from 20 to 15. That is a significant give back. I think you should take it.

MR. SINGER: From 20 to --

MEMBER HILLER: We are lessening the back. I am not saying that my colleagues will agree but the setback. You have a beautiful home; you do not have a gigantic backyard. And in normal times this would not even be considered. So please be wise.

MEMBER GOTTLIEB: Mr. Singer, when you purchased the home, was it mentioned or suggested to you that you would be able to put a pool in?

MR. SINGER: Obviously I knew I needed a pool. I knew I wanted a pool but it was stated --

MEMBER GOTTLIEB: When you purchased the house, did the builder tell you could just get a permit and could get a pool?

MR. SINGER: He told us it should get done, the decorator said it should get done. He didn't give us any guarantees, but

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2 obviously we thought all along that we would
3 have a pool.

4 MEMBER GOTTLIEB: See, the builder of
5 the house maxed out the space when he built
6 the house, so you got now the full size that
7 you could possibly build there.

8 MR. SINGER: We also bought a shell.

9 MEMBER GOTTLIEB: I am just saying they
10 maxxed out the building and surface area for
11 the house and now you come in and it should
12 have been explained to you perhaps by the
13 builder that you would have to come for a
14 variance and there is no guarantees you get a
15 variance. But I think that my colleague Mr.
16 Hiller has explained we are aware you have a
17 medical condition, and in the past we have
18 done -- I mean, I am assuming you need it as a
19 lap pool and while a 12-foot pool might not
20 look like a family pool, it certainly would
21 accomplish your requirement to have a pool.

22 MEMBER HILLER: We also note that a pool
23 in this area is a sort of a three-month
24 season. It's not Florida. It's sort of a
25 three-month season. So when a person asks for

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1 a pool for health reasons and we want you to
2 have that pool, we still understand there is
3 another nine months of the year where it's not
4 useable. So I ask you again, Mr. Singer,
5 please be reasonable. Let us do our job which
6 we are bending the rules for you to a large
7 extent, to the largest extent we do to any
8 person who appears before the Board and I ask
9 you to be reasonable.
10

11 MR. SINGER: I would adhere to that with
12 the understanding that the court can be
13 reasonable as well. Maybe go over the
14 extended call for reasonable.

15 MEMBER HILLER: We are already.

16 MR. SINGER: I am never been a precedent
17 before, so I don't mind trying it out being a
18 precedent.

19 MEMBER HILLER: I understand. However,
20 be reasonable and don't force our hand. We
21 want to work with you. So please be
22 reasonable.

23 MR. SINGER: So your final dimensions
24 would be?

25 MR. BEGUN: Fifteen-foot setback which

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2 would be 12 feet.

3 MEMBER HILLER: Twelve by 35.

4 MR. SINGER: Twelve by 35.

5 MEMBER HILLER: You will find you will
6 be able to do laps. Until 120 do laps there.

7 MR. SINGER: Any flexibility on the 12?

8 MEMBER HILLER: I don't think so.

9 That's our limit.

10 MR. SINGER: Fifteen to 12 is 13 and a
11 half. Can we do that? Sign me up right now.

12 MEMBER HILLER: Please don't do this.

13 CHAIRMAN KEILSON: That's not the way we
14 do it here. It's not a shuk. We are going to
15 take offense and just decline it.

16 MR. SINGER: Can I --

17 CHAIRMAN KEILSON: You can adjourn.

18 MR. SINGER: Short adjournment so --

19 CHAIRMAN KEILSON: You can go to Ske and
20 ask him how come he sold you a house that he
21 knows would have a problem with the pool.

22 MR. SINGER: That's a good question.

23 MEMBER GOTTLIEB: You can take a
24 half-hour break.

25 MR. SINGER: Can I come back next week

2/15/2023 - Singer

1
2 basically just for this one thing to say yea
3 or nay?

4 MEMBER HILLER: Can I ask what you are
5 going to consult about? I think it's pretty
6 straightforward.

7 MR. SINGER: I was told that less than
8 15, especially if this is a 12, would be not
9 much of a pool situation, so I would like to
10 see maybe --

11 MEMBER HILLER: I assure you there are
12 people who have even taken less and at 12 feet
13 there are people who have taken that because
14 that's what they can get and they are enjoying
15 their pool. Better than to not enjoy the
16 pool.

17 MR. SINGER: Gotcha. Being that the
18 nice people that we are and --

19 MEMBER HILLER: And from Brooklyn.

20 MR. SINGER: Are you okay? Do you want
21 to accept it right now?

22 MEMBER GOTTLIEB: Or you can come back
23 next month. You are not going to start
24 building in February.

25 MR. SINGER: Would it offend the court

2/15/2023 - Singer

1
2 if we asked for a shorter adjournment like
3 next week?

4 MEMBER HILLER: We only meet once a
5 month.

6 CHAIRMAN KEILSON: They don't pay us
7 enough.

8 MR. PRESTON: Why don't you adjourn for
9 later in the evening. If you want to be added
10 to the agenda later tonight you can. If you
11 want to be added to the agenda next month you
12 can. It gives you time.

13 CHAIRMAN KEILSON: There's no need to
14 accept it right now. You can come back later
15 tonight or you can come back in a month.

16 MR. SINGER: Thank you.

17 MR. PRESTON: It's adjourned.

18 (Recess taken.)

19 MR. FELDMAN: Avi Feldman, 151

20 Harborview South. Singer is going to adjourn
21 until next month.

22 (Whereupon the hearing concluded at 8:25

23 p.m.)

24 *****

25 Certified that the foregoing is a true and accurate

2/15/2023 - Singer

1
2 transcript of the original stenographic minutes in
3 this case.

4 _____ *YAFFA* _____
5

YAFFA KAPLAN

Court Reporter

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2/15/2023 - Badian

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
8:02 p.m.

APPLICATION:

Badian
145 Harborview South
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

2/15/2023 - Badian

1
2 CHAIRMAN KEILSON: You want to try your
3 hand at another one? Badian, 145 Harborview
4 South.

5 MR. BEGUN: For the record, Ari Begun,
6 representing Shmuel Flaum, SDF Architect for
7 Mr. And Mrs. Badian at 145 Harborview South.
8 My clients are requesting relief from the
9 following --

10 CHAIRMAN KEILSON: You can join us.
11 MR. BADIAN: I have letters from the
12 neighbor.

13 CHAIRMAN KEILSON: First of all, you
14 have to go on the record, so you have to
15 introduce yourself.

16 MR. BADIAN: Hi, how are you? Yaakov
17 Badian. My wife Laura.

18 CHAIRMAN KEILSON: Hi there.

19 MR. BADIAN: Hi.

20 MR. BEGUN: So you gave letters of
21 support?

22 CHAIRMAN KEILSON: We will get to that.
23 Don't worry; the night is young.

24 MEMBER GOTTLIEB: And you are the
25 current homeowners?

2/15/2023 - Badian

1

MR. BADIAN: Yes.

2

MR. BEGUN: My clients are requesting

3

relief from Section 212-12.1, maximum building

4

coverage. Permitted is 2,643, existing is

5

2,061, proposed is 2,700.

6

CHAIRMAN KEILSON: We will save you the

7

time. There are seven variance requests. The

8

record is reflected in the letter that was

9

sent, the denial letter, and we have a

10

template. So why don't we just go attack

11

them, see what could be done?

12

MR. BEGUN: Okay. So at the moment the

13

relief seems like there are many variances,

14

but the truth is if we look more carefully, we

15

could try to understand what exactly we are

16

looking at. And the lot right now, the street

17

frontage is 63.25 feet, which is a

18

nonconforming for such a district because the

19

requirement is 75 feet.

20

CHAIRMAN KEILSON: Right.

21

MR. BEGUN: And in addition, the lot is

22

irregular, and due to this nonconforming

23

street frontage, the side yards are not

24

complying which are less than 15 feet each and

25

2/15/2023 - Badian

1 we also have aggregate side yard is
2 noncomplying and the side yard setback ratios
3 are also noncomplying and it's all because of
4 this noncomplying existing lot and let me just
5 I guess focus on that this is not specific to
6 my clients per se. It's really more for
7 anybody that's buying such a lot that's
8 nonconforming that they have a problem with
9 these four variances. So right now --

10 CHAIRMAN KEILSON: So let's -- those
11 which are preexisting nonconforming, let's not
12 focus on. Let's just enumerate them. Let's
13 see which ones you are talking about. You are
14 talking about the minimum side yard setback?

15 MR. BEGUN: Minimum side yard setback.

16 CHAIRMAN KEILSON: The same as existing.

17 MR. BEGUN: The minimum aggregate.

18 CHAIRMAN KEILSON: Same as existing.

19 Correct.

20 MR. BEGUN: The setback ratio is the
21 same as existing.

22 CHAIRMAN KEILSON: Whoa, whoa.

23 MR. BEGUN: Sorry. That's not.

24 CHAIRMAN KEILSON: That's it. Now you
25

2/15/2023 - Badian

1
2 have run out of it.

3 MEMBER GOTTLIEB: So there was one or
4 two?

5 CHAIRMAN KEILSON: Two.

6 MR. BEGUN: So it's considered three.

7 CHAIRMAN KEILSON: Side yard setback
8 west and east.

9 MEMBER GOTTLIEB: So three of the ten we
10 are not going to harp on.

11 CHAIRMAN KEILSON: Three of the nine.

12 MEMBER GOTTLIEB: I have ten but okay.

13 CHAIRMAN KEILSON: All right.

14 MR. BEGUN: So looking at -- we have
15 five variances. We have the building
16 coverage, the building coverage, my clients
17 are proposing an increase that's less than the
18 5 percent.

19 CHAIRMAN KEILSON: Well, 4.6 is below 5
20 percent. There is no benchmark so --

21 MEMBER GOTTLIEB: What is the 5 percent?

22 MR. BEGUN: The 5 percent is my
23 understanding that Shmuel understands the
24 Board likes to see under 5 percent asked.

25 CHAIRMAN KEILSON: Did somebody tell him

2/15/2023 - Badian

that?

CHAIRMAN KEILSON: Approach it differently. 4.6 is not that egregious.

MR. BEGUN: Exactly.

CHAIRMAN KEILSON: Very good. Let's move on.

MEMBER HILLER: Well-put.

MR. BEGUN: The story is above grade.

CHAIRMAN KEILSON: Let's take the minimum front yard setback.

MR. BEGUN: The minimum front yard setback. My clients are asking for setback for a covered porch, but the building itself is going to be compliant with the code.

CHAIRMAN KEILSON: Good. Okay. We are getting closer.

MR. BEGUN: Then in regard to the maximum exterior wall height and the front yard height setback. So the reason for these variances is because it's in a FEMA flood zone. And based on the village ordinances, the way it's measured is from the crown of road, and if you take a look at other jurisdictions with regards to New York City or

2/15/2023 - Badian

1 Town of Hempstead for a FEMA
2 flood-zone-compliant house, the way they
3 measure the height is from the design flood
4 elevation. But in the village of Lawrence
5 it's always from the crown of the road. So
6 when you have a FEMA-compliant house, it's
7 sort of at a disadvantage for these two
8 specific variances.

9
10 CHAIRMAN KEILSON: That's true.

11 MEMBER GOTTLIEB: But we are not in New
12 York City or Brooklyn.

13 MR. BEGUN: A hundred percent. Just
14 speaking it out.

15 CHAIRMAN KEILSON: Right.

16 MR. BEGUN: And further, we did consider
17 looking at different options for the first
18 floor elevation but --

19 CHAIRMAN KEILSON: We had suggested, for
20 example, that the detached garage possibly
21 towards the rear --

22 MR. BEGUN: So looking let's say at the
23 detached garage, you know, for a few different
24 reasons, it would be detrimental whether it
25 would be for my client or even for the

2/15/2023 - Badian

1
2 village. First, we have the cost. The cost
3 of building a separate structure would
4 definitely increase the cost of construction
5 versus maintaining the existing garage.

6 Second is surface coverage. Surface coverage
7 when you have a detached garage, we are going
8 to be increasing the surface coverage which
9 the village probably wouldn't be so fond of.

10 And --

11 CHAIRMAN KEILSON: They may be more fond
12 of it than having the height that you are
13 picturing here but continue.

14 MR. BEGUN: Then in regard to access, a
15 detached garage in the rear is not going to be
16 as accessible, it's going to be more difficult
17 for the homeowner to utilize properly.

18 CHAIRMAN KEILSON: Okay.

19 MR. BEGUN: Then also going back to the
20 first floor elevation, right now the current
21 home sits on -- it sits on a raised first
22 floor, and we want to keep it at the same
23 level because we want to keep the garage and
24 the purpose is to repurpose the footing and
25 foundation and to enlarge forward and

2/15/2023 - Badian

backyards. We are not planning on demolishing the entire house. We are planning to repurpose the footing foundation in consultation with the contractor which is Lapidus and he took a look at it and he said it could be reutilized for the proposed house. So obviously it would be a cost benefit for the client and it -- we have a study that we have done by 116 Harborview with the same contractor that we reutilized the footings foundation for the proposed house.

MEMBER GOTTLIEB: Are you done?

MR. BEGUN: Yes.

MEMBER GOTTLIEB: Did we cover all ten?

I know you think there are nine but I count ten.

CHAIRMAN KEILSON: Okay. Whatever.

MR. CASTRO: I just want to ask one question. You said you are going to repurpose the footing foundation meaning first floor, second floor walls, existing first floor walls, they are going to come down?

MR. BEGUN: Yes.

MR. CASTRO: First floor deck?

2/15/2023 - Badian

1
2 MR. BEGUN: The first floor is.

3 MR. VACCHIO: It would have to. They
4 are bringing it up a foot.

5 MR. CASTRO: Only because I know when
6 you said before considering the options, you
7 said the cost of rebuilding a garage versus
8 utilizing an existing one, there is not going
9 to be much to utilize except for the
10 foundation around the garage. I just wanted
11 to clarify that. That's all.

12 MR. BEGUN: Well, the cost and also in
13 regards to building a new structure separate
14 from an existing house.

15 MEMBER GOTTLIEB: So the foundation
16 stays except for the 124 feet, so it's
17 basically the house will sit, the same front
18 yard, the same side yards except for the --
19 looks like an 18-foot by a 5-foot front porch,
20 or are you looking at 3-and-a-half-foot by
21 12-and-a-half-foot front porch? I am looking
22 at A-100 just to understand.

23 MR. BEGUN: Let me check. Yes.

24 MEMBER GOTTLIEB: Checking off each of
25 the variances. So maybe if I look at the

2/15/2023 - Badian

1
2 picture, it might help. So is it a front
3 porch or portico?

4 MR. BEGUN: So it's a covered porch.

5 MEMBER GOTTLIEB: With nothing in front
6 of it; just the columns?

7 MR. BEGUN: Yes.

8 MEMBER GOTTLIEB: It's 1 and 2.

9 Building coverage front yard setback we just
10 did, the side yard on the west and on the east
11 that's 3 and 4. Aggregate side yard is number
12 5. Number 6 is the front yard height setback
13 ratio and that's because again you are
14 building a house.

15 MR. BEGUN: Flood-zone compliant.

16 MEMBER GOTTLIEB: Total height will be
17 27 feet to the ridge?

18 MR. BEGUN: Total height will be 27 feet
19 to the undersiding.

20 MEMBER GOTTLIEB: No, I am looking at
21 the wrong line. Let me go back up. And then
22 7 and 8 is the maximum side yard height
23 setback ratio.

24 CHAIRMAN KEILSON: I think the issue we
25 have is the same issue we had explained to

2/15/2023 - Badian

Shmuel Flaum.

MEMBER GOTTLIEB: The 27 feet.

CHAIRMAN KEILSON: The 23 -- the 27 as opposed to 23 and we had given a recommendation which we understand the applicant was not happy with. Maybe Mr. Castro could explain exactly what we are talking about the 12-foot and 16-foot.

MR. CASTRO: Right. The minimum finished first floor elevation is 12 in that area because of 10-foot flood zone designation. The current house is at 15, 15 and a half, and it seems as though you are proposing to raise the first floor to 16 and a half. If the -- that's -- so you are 4 and a half feet above what the minimum requirement is which is why your eave heights are about 4 feet above what the code request -- if the first floor is existing at 15 and a half, how come the proposed is another foot?

MR. BEGUN: Good question. In regard to maintaining the equipment for the house, we wanted to provide for a crawl space that's going to be practical and useable for the

2/15/2023 - Badian

1
2 property.

3 MEMBER HILLER: The bottom floor can
4 only be used for storage.

5 MEMBER GOTTLIEB: When you say
6 "equipment".

7 MR. VACCHIO: You can still put the
8 equipment, if you left it at 15.5, you still
9 have -- you still comply with FEMA.

10 MR. BEGUN: Just in regard to accessing
11 those areas, it would be a little bit more
12 difficult.

13 CHAIRMAN KEILSON: I think the general
14 consensus -- again, you will weigh in, we are
15 not prepared to -- the streetscape speaks
16 volumes. I don't think we are prepared to
17 allow a house with that kind of appearance
18 when you could bring it down.

19 MR. BEGUN: So in regard to the
20 streetscape, we do have -- just taking a look
21 at other neighboring properties, we do have
22 neighboring properties such as 139 Harborview
23 South that Shmuel went to go take an eave --
24 under the eave and looking at the height, he
25 got about 24 and a half to 25 underneath the

2/15/2023 - Badian

1 eave. And if you take a look at this
2
3 property, which we are not basing it off -- we
4 are basing it off of the grade to the
5 underside of the eave, not versus the crown of
6 road. Our property is situated about 25, 26
7 from that location. So relative to the house,
8 to the other neighbor or neighboring houses,
9 it's not going to be that much of a
10 differential.

11 CHAIRMAN KEILSON: Well, the problem is
12 it's a very narrow property. So it's
13 magnified. That's why you have the height
14 setback ratio. In terms of use of third
15 floor, Gerry --

16 MR. CASTRO: Yes.

17 CHAIRMAN KEILSON: We were discussing if
18 they lowered the --

19 MR. CASTRO: If you lowered -- if you
20 lowered the first floor, you kept your first
21 and second floor heights, then you would
22 likely achievable a habitable attic.

23 MR. BADIAN: We lowered it already.

24 MR. BEGUN: Just taking a look at what
25 was previously requested from -- the Board was

2/15/2023 - Badian

1
2 actually requesting 29 and a half. My client
3 was requesting -- and we did lower it by over
4 2, 2 and a half feet already, you know, to
5 accommodate the Board's --

6 MEMBER GOTTLIEB: So you are well aware
7 that the height setback ratios are a catch for
8 us to prevent the appearance of overbuilt and
9 -- not overbuilt. Overconstructed,
10 overlooking, very massive.

11 MR. BEGUN: A hundred percent.

12 MEMBER GOTTLIEB: And that's the reason
13 why that is in there.

14 MR. BEGUN: So regarding that, that's
15 not something within our specific control
16 because based on the lot, the narrow lot of
17 63 --

18 MEMBER GOTTLIEB: The only way to do
19 that would be to either make the house
20 narrower or shorter.

21 MR. BEGUN: We could make the house --
22 we could push in the sides technically and
23 make it more of a long house, but then it
24 would start to look more like Brooklyn and we
25 are trying to maintain the village appearance

2/15/2023 - Badian

1
2 to not look like that.

3 MEMBER HILLER: You are benefitting from
4 the house's -- the house's present location
5 and it's present -- the way it's built right
6 now. You are benefitting from the fact that
7 had this house been built from scratch, you
8 would never be allowed the proximity to your
9 neighbors on either side that you are getting.
10 And that's all right. That's part of the --
11 that's part of what's happening but the thing
12 which is in your hands as was explained to you
13 by Gerry Castro is that bottom floor. You can
14 lower the bottom floor and still be
15 FEMA-compliant and get all your bedrooms that
16 you want. I understand you have about seven
17 bedrooms there. How many children do you
18 have, Mr. Badian?

19 MR. BADIAN: I have four so far.

20 MEMBER HILLER: All right. I hope you
21 fill every bedroom.

22 CHAIRMAN KEILSON: You got to clear that
23 with Mrs. Badian.

24 MEMBER HILLER: I didn't ask, okay, but
25 this is something this is self-inflicted.

2/15/2023 - Badian

1 This is a gunshot to your own head. I
2 shouldn't even use that today. There are
3 people shooting themselves in the head all
4 over the place. But this is something that
5 you could prevent. You could get the house
6 the way you wanted. Just the first floor will
7 not be as -- you will be FEMA-compliant and
8 safe. That's the problem. You are benefiting
9 from other parts of your house as they are
10 built. We are not forcing you to move those,
11 but you have to make a step towards us as well
12 and towards your neighbors as well.

13 MR. BEGUN: For sure. So regarding
14 making a step towards the Board, you can see
15 the client is definitely working with the
16 Board just based on the initial proposal.

17 MEMBER HILLER: The initial proposal was
18 outrageous. You went from outrageous to
19 terrible. You could do something that is more
20 in keeping with the neighbors. You will still
21 get the second and third floors that you want.
22 The bottom floor is supposed to be used
23 exclusively for storage. It's not supposed to
24 be living area. So I don't know where the
25

2/15/2023 - Badian

loss is.

MR. BEGUN: So regarding that height, we also have to take into account the FEMA flood zone, that this house is subject to the FEMA compliance whereas other houses --

MEMBER HILLER: You were told that would be compliant.

CHAIRMAN KEILSON: At 12 feet you would be compliant; is that correct, Mr. Castro?

MR. CASTRO: Yes. Yes. That's the code.

MEMBER HILLER: Anyway, that moves 3 feet from the top. You still get all the space that you want and all the bedrooms and everything as they exist.

CHAIRMAN KEILSON: In theory you can make the attic habitable.

MR. CASTRO: Yes. It seemed -- I mean, I think it's factual that this design results in less habitable space within the home. Likely more square footage but the entire first floor is solely -- the entire lower floor is solely dedicated to garage and storage only and can't be finished.

2/15/2023 - Badian

1
2 MR. BEGUN: So regarding lowering the
3 first floor, you said it was 15 before?

4 MR. CASTRO: I think the original survey
5 shows finished first floor.

6 MR. BEGUN: It says 16.5.

7 MR. VACCHIO: The original survey says
8 16.5.

9 MR. CASTRO: Which would mean you have
10 to build up the foundation to get to 16 and a
11 half.

12 CHAIRMAN KEILSON: I have a suggestion.
13 We are not here to redesign the house for you.
14 We don't get paid enough. But I don't think
15 it's going to work as it's presented here.
16 One of the suggestions was the garage raised
17 the question about surface coverage. You
18 know, we look at these things in terms of what
19 the village would prefer, okay, if that's the
20 only consideration. If there are other
21 considerations, again that's your decision,
22 but we had expressed it to Mr. Flaum also
23 about our concerns and --

24 MR. BADIAN: If we were to lower it,
25 would that affect the ability to have the

2/15/2023 - Badian

1
2 garage be a part of the house, or would that
3 require a detached garage?

4 MEMBER GOTTLIEB: No. You could still
5 have an attached garage.

6 MR. CASTRO: It would still be a
7 different style in the house, and I am sure
8 Shmuel can explain what that can be.

9 MR. BADIAN: Shmuel made it sound like
10 you lose a lot of area on the second floor by
11 doing --

12 CHAIRMAN KEILSON: Again, this is not
13 the forum for that. I think you would be best
14 served when Shmuel Flaum comes back if you
15 come and meet with the village with Shmuel and
16 explore what can be done. And he will tell
17 you.

18 MR. BADIAN: I mean, we could have
19 8-foot ceilings on each floor and that could
20 solve the problem too, but no one builds a
21 house these days with such low floors. I
22 mean, that's the bare minimum, 8 is the
23 minimum. So I mean --

24 CHAIRMAN KEILSON: Bong. We are at that
25 point again. I am just trying to guide you as

2/15/2023 - Badian

1
2 to what the sentiment is. We are not here to
3 spend the night negotiating.

4 MR. BADIAN: I understand.

5 CHAIRMAN KEILSON: We have many hours
6 ahead of us tonight. I want to work with you,
7 I want to facilitate.

8 MR. BADIAN: I appreciate that.

9 CHAIRMAN KEILSON: So I think the best
10 thing is really to sit down in a different
11 venue to talk about how to take into
12 consideration what your aspirations are and
13 the likelihood of success of how best we can
14 facilitate that.

15 MR. BEGUN: Just to clarify, the
16 understanding is that the Board has the issue
17 with the height, right? Is that the main
18 concern?

19 CHAIRMAN KEILSON: Height which means
20 eave.

21 MEMBER GOTTLIEB: I wouldn't call it
22 just the height. You are permitted to be 36
23 feet and that's what you have done, but it's
24 the appearance of it being that massive given
25 that's a narrow lot.

2/15/2023 - Badian

1
2 MR. CASTRO: You also have a
3 nonconformity. You are extending that
4 nonconformity further than the 23-foot code.
5 I mean, it's -- I am not sure if I am -- if
6 you understand, it's the higher you go, you
7 are carrying a nonconformity straight up to
8 whatever the eave height is. The Board is
9 taking that into consideration.

10 MEMBER HILLER: At the same time, you
11 are benefiting from the nonconformity in that
12 you are encroaching on your neighbors far more
13 than would be allowed.

14 MR. BEGUN: Yes, but with regard to the
15 encroachment you are just maintaining.

16 MEMBER HILLER: That's why I said you
17 are benefitting.

18 MEMBER GOTTLIEB: So it sounds that you
19 could accomplish the space you want, the
20 number of bedrooms, bathrooms, living space
21 with a slightly modified layout.

22 MR. BADIAN: I guess Shmuel and I will
23 talk when he gets back.

24 CHAIRMAN KEILSON: I think that's the
25 best thing.

2/15/2023 - Badian

MR. BADIAN: We will take it from there.

CHAIRMAN KEILSON: We will all talk.

MR. BADIAN: Looking forward. With

great anticipation. Okay. Thank you.

MR. BEGUN: Thank you.

CHAIRMAN KEILSON: Thank you very much.

MR. PRESTON: We have 16 pages of
documents submitted by the applicant that
should be marked before we adjourn.

(Exhibit 1, Letters of support, marked
for identification, as of this date.)

(Whereupon the hearing concluded at 8:25

p.m.)

Certified that the foregoing is a true and accurate
transcript of the original stenographic minutes in
this case.

Ym

YAFFA KAPLAN

Court Reporter

2/15/2023 - Badian

----- EXHIBITS -----

EXHIBIT FOR ID.

1 Letters of support

2/15/2023 - Kirschner

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
8:26 p.m.

APPLICATION:

KIRSCHNER
155 Burton Place
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

2/15/2023 - Kirschner

1
2 CHAIRMAN KEILSON: Matter of Kirschner.

3 MR. NOVELLO: Good evening, Chairman,
4 members of the Board. My name is John
5 Novello. I am here from the office of John
6 Capobianco, 159 Dougherty Boulevard, Inwood
7 New York. John wanted to be here tonight, but
8 unfortunately he had a death in the family so
9 I am a last-minute stand-in.

10 CHAIRMAN KEILSON: We always like when
11 you come. You don't have to be a stand-in.

12 MR. NOVELLO: Thank you. I am here this
13 evening representing Rochelle Kirschner who is
14 standing to my right, the owner of 155 Burton
15 Place. The application is for a swimming
16 pool. She has a very large lot. I guess we
17 are seeking a variance because her rear yard
18 is really considered a front yard because the
19 street goes from one block to the other. I am
20 happy to say that's the only variance we are
21 going for. The pool meets all setbacks, 40
22 feet to the northerly property line I think we
23 have.

24 CHAIRMAN KEILSON: Meets all the
25 setbacks, period.

2/15/2023 - Kirschner

1
2 MR. NOVELLO: We are not seeking any
3 other variance other than it's not considered
4 a --

5 CHAIRMAN KEILSON: That's a relief for
6 us.

7 MR. NOVELLO: If the Board has any --
8 MEMBER GOTTLIEB: How far is the pool
9 going to be from the street?

10 MR. NOVELLO: Forty feet.

11 MEMBER GOTTLIEB: Is there any other
12 major work being done to the house?

13 MR. NOVELLO: Not at the moment.

14 MEMBER GOTTLIEB: So you are going to
15 leave the house the way it is? Welcome, by
16 the way. You just bought the house a few
17 months ago.

18 CHAIRMAN KEILSON: Okay. Anyone in the
19 audience? Do you have any questions, Mr.
20 Hiller?

21 MEMBER HILLER: No. I bike by that
22 house all the time.

23 MEMBER GOTTLIEB: I walk by it.

24 CHAIRMAN KEILSON: All right. If anyone
25 from the audience wants to speak to the

2/15/2023 - Kirschner

matter, I see -- okay. Taking into consideration the benefit to the applicant as opposed to any detriment to the community, Mr. Gottlieb?

MEMBER GOTTLIEB: For.

CHAIRMAN KEILSON: Mr. Hiller?

MEMBER HILLER: For.

CHAIRMAN KEILSON: I vote for. How much time? A year and a half?

MR. NOVELLO: That's more than enough.

CHAIRMAN KEILSON: Very good. Thank

you.

(Whereupon the hearing concluded at 8:29

p.m.)

Certified that the foregoing is a true and accurate transcript of the original stenographic minutes in this case.

YAK
YAFFA KAPLAN

Court Reporter

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
8:29 p.m.

APPLICATION:

Grossman
8 Sealy Drive
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

2/15/2023 - Grossman

1
2 CHAIRMAN KEILSON: Next matter is
3 Grossman, 8 Sealy Drive.

4 MR. NOVELLO: Once again, good evening,
5 Chairman, members of the Board. Again, my
6 name is John Novello from John Capobianco's
7 office, 159 Doughty Boulevard, Inwood,
8 New York. Here tonight representing Mrs. Lisa
9 Grossman who is standing to my left, the owner
10 of 8 Sealy Drive, Lawrence, New York.

11 We are seeking five variances. I guess
12 since the Board is familiar, just go through
13 one by one. The first thing I would like to
14 point out is this is a very unique property.
15 It's on Sealy Drive. However, it's a flag
16 lot. So the house is in the back and
17 according to John and from what I saw in the
18 aerial views, this is very unique in this
19 area. There is really no flag lots
20 surrounding this property. So we are seeking
21 five variances. The lot in a sense is
22 nonconforming preexisting. All five variances
23 that we are seeking are already existing.

24 CHAIRMAN KEILSON: Existing.
25 Preexisting nonconforming.

2/15/2023 - Grossman

1
2 MR. NOVELLO: Yes. The maximum front
3 yard surface coverage is remaining exactly the
4 same, the side yard setback remaining exactly
5 the same as it is today. The surface coverage
6 is just increasing by 35 square feet so very,
7 very minimal. The side yard setback aggregate
8 changes from 22.7 to 21, and the last variance
9 is the side yard setback ratio, which only
10 changes by 2.4.

11 If you look at our board, the additions,
12 we are adding just about 4 and a half feet to
13 the rear of the property, and this little dark
14 gray area is -- is a second-floor addition
15 only. So you know, we are keeping in line
16 with the northerly side of the property. So
17 we are keeping in line with the northerly --
18 the additions, you know, coincides with the
19 northerly setback and with the southerly
20 setback, and as I stated before, the other
21 three -- three out of the five variances
22 already exist and are not being changed. Same
23 numbers.

24 CHAIRMAN KEILSON: So the question arose
25 as to whether it's a new construction or not.

2/15/2023 - Grossman

1
2 I know the petition sort of responded to that,
3 but I would like you to put it on the record
4 as to why it's not new construction. What are
5 you retaining?

6 MR. NOVELLO: We are saving the
7 foundation, the first floor flooring system,
8 and the first floor walls. From the plans you
9 will see in the section, it shows we are
10 increasing the first floor height, but we are
11 building a little knee wall on top of the
12 existing wall. So the existing walls are
13 staying.

14 MR. VACCHIO: Except for the rear, of
15 course.

16 MR. NOVELLO: Exactly. Except for the
17 rear.

18 MEMBER HILLER: Is this going to be the
19 primary residence of the Grossmans?

20 MR. NOVELLO: Yes.

21 MEMBER HILLER: The house on Dogwood?

22 MRS. GROSSMAN: Hope to sell it.

23 MR. NOVELLO: They are downsizing. I
24 believe Mrs. Grossman said she lived in the
25 neighborhood 33 years.

2/15/2023 - Grossman

1
2 MEMBER GOTTLIEB: They don't live in the
3 house now?

4 MR. NOVELLO: No.

5 CHAIRMAN KEILSON: The house is not
6 habitable at the present time.

7 MEMBER GOTTLIEB: Surface coverage you
8 are really going over literally 1 percent over
9 what's existing and the front yard existing
10 975 stays and that's a very tough number to
11 live with but you got to get in there somehow.

12 MR. NOVELLO: Yes.

13 MEMBER GOTTLIEB: And the side yard
14 setback, minimum side yard setback you are
15 staying at 7.8 but just going taller, going
16 higher.

17 MR. NOVELLO: It's only this little
18 piece in the back, and yes, it's going a
19 little bit higher, but it's this piece.

20 MEMBER HILLER: What's the new height of
21 the house versus the old height?

22 CHAIRMAN KEILSON: The house was 28.98.

23 The new house will be 35.8.

24 MR. NOVELLO: That's right. Yes.

25 CHAIRMAN KEILSON: Okay. Neighbors have

2/15/2023 - Grossman

1
2 anything to say about it? Anybody here from
3 the neighbors?

4 MEMBER GOTTLIEB: Letters of support?

5 MR. NOVELLO: No.

6 MEMBER GOTTLIEB: Is there an objection?

7 MR. NOVELLO: When you look at the
8 aerial map, you will see --

9 CHAIRMAN KEILSON: The neighbor to the
10 north is at a great distance.

11 MR. NOVELLO: Basically a lot of rear
12 yards.

13 CHAIRMAN KEILSON: That's where the
14 height setback ratio increased.

15 MEMBER HILLER: Did you solicit any of
16 the neighbors to support?

17 MRS. GROSSMAN: Yes, I believe -- or not
18 for support.

19 MEMBER HILLER: It would have been good.

20 CHAIRMAN KEILSON: When was the last
21 time someone lived in that house?

22 MRS. GROSSMAN: Probably six months ago,
23 six to eight months ago.

24 CHAIRMAN KEILSON: Right. Is there a
25 driveway, Gerry, that is not considered part

2/15/2023 - Grossman

1
2 of the surface coverage?

3 MR. CASTRO: That's correct.

4 CHAIRMAN KEILSON: How many square feet
5 is that?

6 MEMBER GOTTLIEB: So the driveway is not
7 part of surface?

8 MR. CASTRO: The driveway is.

9 MR. PRESTON: 110 by 15.

10 MR. VACCHIO: 110 by 15.

11 MR. CASTRO: 1,650.

12 MEMBER GOTTLIEB: So there is 1,650 more
13 that's not included?

14 MR. CASTRO: Correct.

15 MEMBER GOTTLIEB: Why is that not
16 included? Because it's a flag lot?

17 MR. CASTRO: Right. The code says that
18 any portion -- you treat the flag lot as if
19 the wide portion where it opens up is fronting
20 on the street and anything else is discounted
21 both towards coverage and also you discount
22 that as area of lot.

23 MEMBER GOTTLIEB: When we are looking at
24 the area that's not included?

25 MR. CASTRO: Correct.

2/15/2023 - Grossman

1
2 MEMBER GOTTLIEB: Okay. So the area
3 still stays.

4 CHAIRMAN KEILSON: So in terms of lot
5 coverage, 51 percent that's on the zoning
6 chart does not even include that.

7 MR. CASTRO: No.

8 MEMBER GOTTLIEB: But it's also not
9 included in the overall lot coverage.

10 MR. CASTRO: Correct. Lot size.

11 CHAIRMAN KEILSON: That's correct.

12 Either way it's a unique property.

13 MR. CASTRO: Yes, it is.

14 MEMBER GOTTLIEB: But you know, looking
15 at it, of the five variances, 1 is 1 percent,
16 2 and 3 are preexisting.

17 CHAIRMAN KEILSON: Correct. Right.

18 MEMBER GOTTLIEB: So we are just looking
19 at 4 and 5. Number 4 is the 22.7, so it's
20 really not -- it's actually 2.7 feet. It's 4
21 feet from permitted but 2.7 more than what is
22 there now. And they have maximum height
23 setback ratio is only .24 over what's there
24 now.

25 CHAIRMAN KEILSON: That's on only one

2/15/2023 - Grossman

1
2 side.

3 MR. CASTRO: Yes.

4 MEMBER GOTTLIEB: So all in all it
5 sounds like a lot but it's -- I don't want to
6 use the word de minimis.

7 CHAIRMAN KEILSON: It's unique to the
8 property.

9 MEMBER GOTTLIEB: The only thing is
10 could we request a drip drain at the end of
11 that driveway to prevent street flooding?

12 MR. VACCHIO: They are not modifying it?

13 MR. CASTRO: It indicates a modification
14 of the driveway. I don't know if it's the
15 entire driveway.

16 MEMBER GOTTLIEB: I would like to see it
17 contained.

18 MR. VACCHIO: Technically if they are
19 not doing the entire driveway --

20 MEMBER GOTTLIEB: Can we make it part of
21 the approval? Would that be okay should this
22 be approved tonight?

23 MR. PRESTON: You may.

24 MR. VACCHIO: Okay.

25 MEMBER GOTTLIEB: It's up to these guys.

2/15/2023 - Grossman

1
2 CHAIRMAN KEILSON: What did you want
3 to --

4 MEMBER GOTTLIEB: Provide a drip drain
5 at the end of the driveway providing it slopes
6 in that direction.

7 MR. CASTRO: Yes, that's correct. It
8 would also have to be accompanied by some sort
9 of a dry well.

10 CHAIRMAN KEILSON: Why don't you make it
11 subject to the village Building Department?

12 MEMBER GOTTLIEB: Because they said they
13 don't need to do it. For the purpose of just
14 reducing flooding.

15 CHAIRMAN KEILSON: They may not be
16 required.

17 MEMBER GOTTLIEB: It should be.

18 CHAIRMAN KEILSON: Is it a problem at
19 that location?

20 MR. CASTRO: Not --

21 MEMBER GOTTLIEB: Well, the problem is
22 Sealy Drive runs down to Barrett which always
23 floods.

24 MR. CASTRO: There's only one drain all
25 the way at the end of Sealy. That's it.

1 2/15/2023 - Grossman

2 Certainly the portion of the driveway that's
3 being modified would have to be contoured, and
4 there would have to be some sort of catch
5 basin.

6 MR. VACCHIO: Better off just doing it
7 at the end.

8 MEMBER GOTTLIEB: Depends which way the
9 driveway goes.

10 MR. CASTRO: Correct because they could
11 capture it onto the property

12 MR. VACCHIO: If you want to put a strip
13 drain or dry well --

14 MEMBER GOTTLIEB: I would have to get
15 consensus from my colleague.

16 MEMBER HILLER: That's not an outrageous
17 request. It's a minimal request. Just to
18 avoid flooding.

19 MEMBER GOTTLIEB: Which becomes ice.

20 MR. NOVELLO: That's something like you
21 said the Building Department can determine
22 depending on the elevation of the driveway of
23 how much.

24 MEMBER GOTTLIEB: As long as it's in one
25 side or the other depending on the pitch.

2/15/2023 - Grossman

1
2 MR. VACCCHIO: We are doing you guys a
3 favor. If it's back pitch, you are not going
4 to want to collect the street water.

5 CHAIRMAN KEILSON: Anybody in the
6 audience want to speak to the matter? I guess
7 not. Okay. Taking into consideration the
8 benefit to the applicant as opposed to any
9 detriment to the community, taking into
10 account the suggestion by Mr. Gottlieb that I
11 prefer that the village make the determination
12 as.

13 MR. CASTRO: We will make a
14 determination where the catch basin and/or
15 strip drain is best situated to capture the
16 water.

17 CHAIRMAN KEILSON: Okay. Mr. Hiller?
18 MEMBER HILLER: For.

19 CHAIRMAN KEILSON: Mr. Gottlieb?

20 MEMBER GOTTLIEB: For.

21 CHAIRMAN KEILSON: And for. And year
22 and a half? Hopefully will be done long
23 before that.

24 MR. NOVELLO: Hopefully sooner but a
25 year and a half is fine.

2/15/2023 - Grossman

1
2 MR. VACCHIO: And Board of Building
3 Design.

4 CHAIRMAN KEILSON: Really?

5 MR. VACCHIO: I said the same thing, but
6 I think it's safe.

7 MEMBER GOTTLIEB: Because you can't see
8 the house from the street.

9 MR. NOVELLO: So no Board of Building
10 Design?

11 CHAIRMAN KEILSON: What's the
12 determination?

13 MR. VACCHIO: I said no but I don't
14 know. How far is it from there?

15 MR. PRESTON: 115 feet of driveway.

16 CHAIRMAN KEILSON: Don't require it.

17 MR. VACCHIO: So no BBD.

18 MR. NOVELLO: Thank you.

19 MR. VACCHIO: How long?

20 CHAIRMAN KEILSON: Year and a half. You
21 want to make it two years?

22 MR. NOVELLO: Two years.

23 MEMBER GOTTLIEB: We don't want to see
24 you back again.

25 CHAIRMAN KEILSON: Okay. We are taking

~~10/26/2022~~ Wittow

a recess for a few moments.

(Whereupon the hearing concluded at 8:43

p.m.)

Certified that the foregoing is a true and accurate
transcript of the original stenographic minutes in
this case.



YAFFA KAPLAN

Court Reporter

2/15/2023 - Abittan

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

February 15, 2023
8:47 p.m.

APPLICATION:

Abittan
247 Juniper Circle
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MR. DANIEL HILLER
Member

MR. ANDREW K. PRESTON, ESQ.
Village Attorney

MR. GERRY CASTRO
Deputy Village Administrator

MR. DANNY VACCHIO
Building Department

Yaffa Kaplan
Court Reporter

2/15/2023 - Abittan

CHAIRMAN KEILSON: Okay, the main feature of the evening, Abittan on Juniper Circle, 247 Juniper. They or their representative.

Good evening, Mr. Browne.

MR. BROWNE: Good evening. Nice to see you, Mr. Chairman. Thank you. Christian Browne, McLaughlin & Stern, 1122 Franklin Avenue, Garden City for the applicant.

Good evening again. As you all know, this is an application regarding property 247 Juniper Circle East. I think the Board is already pretty familiar with the history of this project. I will just encapsulate it briefly. I will briefly go through the variances that are before you and some of the changes just for the record from the prior approval and then I will note for the record that -- I will note for the record now that what is before you tonight is the product of many months of discussion between Dr. Abittan and his two immediate abutting neighbors. I am happy to say that we have reached agreements with both of those neighbors who I

2/15/2023 - Abittan

1 think they are here tonight. Mr. Aramentano
2 is here for the Warman neighbors so they can
3 make their own representations, but based on
4 those agreements, there is no longer any
5 objection to the design that's before you.
6

7 CHAIRMAN KEILSON: From the neighbors?

8 MR. BROWNE: From the neighbors,
9 correct, from the abutting neighbors. Dr.
10 Abittan has agreed essentially to provide
11 certainly end screening and planting to the
12 benefit of both of these neighbors in
13 connection with, you know, any grant that this
14 Board would issue so that's the overview. As
15 you know, this was a case where the Board
16 previously approved a series of variances for
17 the design of a particular house, and to make
18 a long story short, the nature of that design
19 changed between what was approved here and
20 what eventually was permitted and is partially
21 built. So what was built was from a strict
22 zoning perspective. It stayed within the --
23 let's call it the footprint of what this Board
24 had approved based upon the analysis that the
25 Building Department had done at that time.

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Subsequently, because of the change in the architectural features of the house, it was determined by the Building Department that those features should not have changed without the permission of this Board essentially, and there were certain calculations that were revisited in terms of coverage and setbacks because of the sort of what I will call the modern architectural features of that. So the Building Department's view of certain -- certain of the variances, certain parts of the relief also changed. That's part 1.

In part 2, which brings us here, the further changes to what you previously granted again just from the zoning calculation perspective are the result of the negotiations between the applicant and his immediate abutting neighbors to try to modify the design and the look of the house in a way that would, you know, be pleasing to everybody, satisfy the immediate neighbor's concerns, and as I said, we have done that.

CHAIRMAN KEILSON: Beautifully stated.

MR. BROWNE: I will run quickly through

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1 the variances and some of the deviations from
2 the prior grant. The first variance concerns
3 the building area. Where on this lot we are
4 permitted 4,966 square feet and the coverage
5 as determined by the Building Department is
6 5,816 square feet, an excess of 850 square
7 feet or 17.1 percent. Now, that is an
8 additional variance that the Building
9 Department has placed on this notice which was
10 not on the notice when we came before.
11 However, that building area, they are applying
12 the building area which I think normally
13 concerns things on the ground to the coverage
14 that is caused by these roof overhangs. I
15 think I am --

16 MR. CASTRO: That's correct.

17 CHAIRMAN KEILSON: Correct.

18 MR. BROWNE: So those overhangs are on
19 the roof, not on the ground. I agree that
20 they protrude out and they are -- they do
21 encroach in some of the setbacks, but they are
22 not actual coverage. It's not like lot area.
23 So they are an architectural feature, not on
24 the ground. They are not living space so I
25

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1 think to the extent that you would agree that
2 that should be considered building area, it's
3 not additional living space, it's not covering
4 the ground.
5

6 The same is true for the next variance,
7 which is the maximum surface coverage. Which
8 I believe was -- it was before you last time.
9 On this denial notice, that calculation has
10 increased over what it was on the previous
11 denial, so the calculation of requested
12 surface coverage is now deemed to be 18,230
13 square feet or an excess of 7,737 square feet
14 or a 7.3 -- 73.7, sorry, percent variance
15 which is an increase -- it's a large -- it was
16 a -- before it was 58 percent overage. Now
17 it's 73 percent. Again, it's the same issue.
18 Prior -- on the prior application the Building
19 Department did not count -- well, it wasn't
20 proposed actually at that time these overhangs
21 when it was before you. When it was analyzed
22 later, it was still not counted, but now upon
23 revisiting the code, the Building Department
24 is counting it and they are counting it both
25 for lot building coverage and surface coverage

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but it's not a surface.

MEMBER GOTTLIEB: Mr. Browne, what is the percentage of lot coverage in number 2? Do you know what the percentage is?

MR. BROWNE: Oh, the percentage of total surface coverage? So I am not sure.

CHAIRMAN KEILSON: Gerry is doing it right now.

MR. CASTRO: Fifty.

MEMBER GOTTLIEB: But of that 50 percent, to be fair, 1,650 square feet don't touch the surface.

MR. CASTRO: That's correct.

MEMBER GOTTLIEB: So if you look at it from a practical proposition, you take off the 1,650 square feet. You can't but we can.

MR. BROWNE: Correct. You can do whatever you want.

MR. CASTRO: You don't want me to calculate it, would you?

MEMBER HILLER: I would like to hear it.

MEMBER GOTTLIEB: Okay.

CHAIRMAN KEILSON: He is recalculating to satisfy Mr. Hiller.

2/15/2023 - Abittan

MR. CASTRO: Forty-six.

CHAIRMAN KEILSON: I think we want to keep reemphasizing there are very unusual circumstances surrounding this entire matter, and therefore we are going to keep emphasizing that it will not serve as precedent for any future project.

MR. BROWNE: We agree and again, yes, the increase in those two matters is related to these raised architectural features.

MEMBER GOTTLIEB: And they have no impact on the surface because there is nothing below them.

MR. BROWNE: Correct. They are just architectural design features, and I think the abutting neighbors and the applicant are both pleased with the way the house will now look with these particular features and where the roof line has been changed.

The next request is front yard surface coverage. The requested front yard surface area coverage is 844 square feet, which is an excess 317 square feet, and I believe that's the same. The next request is requested west

2/15/2023 - Abittan

1
2 side yard variance. 9.-- 9.39. It's a 9.39
3 foot setback is required. On -- I'm sorry.
4 It's 20 feet. We are requesting on the one
5 side 9.39. On the south side yard 7.5. On
6 the northwest side yard 6 feet. Those are --
7 there are some minimal changes over what was
8 approved. Again, those are the result of
9 these protrusions from the overhang, and
10 because again they were not before you before
11 and were not counted in any calculations
12 before, it's slightly changing the setback
13 variances.

14 MEMBER GOTTLIEB: What is the depth of
15 the protrusions? Is there an average? Are
16 they all the same?

17 MR. CASTRO: Looks like the majority are
18 5.27 feet with the exception of the south side
19 which are a little further.

20 MR. BROWNE: So there are two parts to
21 the protrusion. I believe there is an initial
22 part against the house, and then there is a
23 space of about a foot and then the rest of the
24 overhang goes out another 4 feet. About 4
25 feet.

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MR. CASTRO: Totalling about 5.

MEMBER GOTTLIEB: So when we look at the side yard setback, if we choose to, we can take 5 feet off that?

MR. BROWNE: Yes. Again, it's -- I would disagree with the building coverage and surface inclusion as a technical matter. I don't disagree that these overhangs do project into the side yard, but again, not in the traditional fashion of a foundation that's too close to the property line. So that's -- that's what accounts for those differences from the original approval. Let's see. Okay. The aggregate. Same issue. Aggregate 40 feet required. Requested aggregate 13.5 feet. It's the same issue that we already discussed. It's a very odd-shaped lot as you know with funny shapes at these side yards. The next is the maximum side yard height setback ratio. 1.1 is the required -- requested west side yard ratio is 1.81. Requested south side yard ratio is 1.24.

CHAIRMAN KEILSON: Improved.

MR. BROWNE: That's slightly better than

2/15/2023 - Abittan

1
2 what it was before, correct. The next is the
3 maximum exterior wall height from the base
4 plane to the underside of the eave, 23 feet
5 required. Requested wall height is 31 feet.
6 That is also an improvement, down about 3 feet
7 from the prior set of plans.

8 MEMBER GOTTLIEB: This is in part
9 because the house is on a hill.

10 MR. BROWNE: Yes. A lot of it is
11 because the house is built up on a hill. It
12 all goes to the height. It's a significant
13 grade increase as you know over the street.
14 The next would be the height which was
15 previously -- 36 feet is permitted.
16 Previously was -- came in at almost 45 feet.
17 It's now down to 44 feet. So a foot has been
18 taken off.

19 The rest we get into the -- I believe
20 the rest are the accessory structures. So we
21 have a cabana that's located in the front
22 yard. That's because there is frontage on the
23 Keewaydin Lane in the back. That was
24 previously granted. I think that's the same
25 variance, correct, for the recreational

2/15/2023 - Abittan

structure in the front yard, previously
granted?

CHAIRMAN KEILSON: Correct.

MR. BROWNE: Minimum side and rear yard setbacks for recreational structure are 20 feet and here we have a 5-foot request again on -- that's on the south side yard. That's no change. And then the final two relate to the roof. So flat roofs in combination with pitch roofs that will have a maximum slope of 12 over 12. Requested pitch is 20 over 12. And the final one is flat roofs when used in conjunction with pitch roofs shall make up no more than 35 percent of the total roof area, and here the flat roof pitch is 63.3 percent and I guess obviously neither of those was before you at least in this form. That's because of the change of the design I guess to the chairman's point.

It's a strange circumstance because the house was built in such a different style than what this Board saw. No malice intended but it happened. So this is an effort to change the look a little bit by adjusting the roof to

2/15/2023 - Abittan

1
2 make it -- I guess it's fair to say a little
3 less modernistic and give it a slightly more
4 traditional feel, and again, that really has
5 been a collaborative effort with the Warman's
6 architect and with Dr. Abittan's professionals
7 to come up with a look and design that
8 everybody -- at least those parties. I won't
9 say everybody -- but those parties think is a
10 nice design and more appropriate for the
11 neighborhood. So that's what brings us to
12 those final requests.

13 So those are the changes. That's how we
14 got here. As I said and I am happy to put
15 whatever needs to be put on the record with
16 respect to the agreements with the neighbors,
17 but essentially we have written agreements,
18 one of which has been signed by Dr. Abittan
19 and his neighbor Mr. Apperman, and the other
20 which will be signed -- we are just finishing
21 with proper form with Mr. Aramentano -- that
22 lists out a series of conditions that
23 basically are -- it's a little complicated
24 because they are detailed but it requires the
25 Abittans to plant a large row of 14-foot trees

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1
2 basically on both sides of the property to
3 shield both neighbors in significant sections
4 and then in some sections where you can't
5 plant trees that high, there will be smaller
6 plantings of 4 to 5 feet and we have also
7 agreed to plant some additional screening on
8 the Warman property in one particular section
9 which will be gifted to them as part of our
10 agreement and that's --

11 CHAIRMAN KEILSON: I think we recognize
12 it was a tortuous road getting here, and I
13 think that there are a lot of missteps on the
14 part of all parties, including the village. I
15 think we recognize that and so I think that
16 the fact that we were able to have a
17 collaborative effort, all right, which to some
18 extent was facilitated by Mr. Genack, a local
19 individual who mediated between the parties,
20 in a show of diplomacy, we have come a long
21 way I think in terms of trying to bring some
22 harmony in relationship to all the neighbors
23 which is important for all parties and for the
24 village and for the Board as well.

25 So I think we are going to, in essence,

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2 look aside at some of the things that would
3 probably perhaps not be approved in other
4 contexts, but I think we are mindful of the
5 fact that this was a very extensive effort on
6 the part of all parties, particularly Mr.
7 Abittan who I know has economic impact as a
8 result of this, but I think the fact that he
9 has been forthcoming and tried to satisfy some
10 of the concerns of the neighbor I think
11 certainly could be applauded.

12 MR. BROWNE: Thank you. I would agree.
13 I can say I have been involved with this now
14 for six months I think at least, and there has
15 been extensive discussions. I know it's, you
16 know, strictly not all about, you know, the
17 neighbors agreeing so to speak, but given the
18 unique circumstances here and where we started
19 from, where, you know, certain parties were
20 quite upset with the change in the look of the
21 house, I think it's to the credit of all the
22 parties and the village that they have been
23 able to come to terms and will be able to live
24 together in a neighborly fashion and I think
25 the house now is a -- you know, it will be

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2 appealing, it will be very well-screened, and
3 I think it's preferable to disputes in leaving
4 a -- you know, a steel structure and a
5 construction site up while people fight over
6 legalities.

7 CHAIRMAN KEILSON: Maybe my phone will
8 stop ringing. That alone it's worth it,
9 right?

10 MR. BROWNE: You don't want it to
11 totally stop ringing. So with that, unless
12 you have further questions --

13 CHAIRMAN KEILSON: Well, let's ask.

14 MEMBER HILLER: I would like to hear
15 more from the neighbors.

16 MR. BROWNE: Sure.

17 MR. ARAMENTANO: Good evening, members
18 of the Board. My name is John Aramentano,
19 attorney from Farrell & Fritz. We represent
20 the neighbors to the immediate west, the
21 Warmans, and I will put it this way. We are
22 making the best out of a bad situation because
23 as I think we can all recognize, I think what
24 was previously approved, no one -- I don't
25 think my clients -- who I didn't represent

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2 them then -- understood the magnitude of the
3 variances that were granted. When the
4 structure was built, it became a real thing.
5 The walls are close to the edges, so what we
6 have done and has been for about two months
7 now as well, we have been working and I know
8 my architect has been working with the
9 Abittan's architect to soften this building
10 and one of the things we are looking from this
11 Board is to mitigate impacts that my clients
12 will receive.

13 So the best thing that we can do and I
14 think what we have come to an agreement on is
15 to have significant plantings placed along the
16 property line, and what we have come to
17 agreement with is that this will be a covenant
18 and restriction that will be recorded against
19 the Abittan property which maintains these
20 plantings, and I have been working with Mr.
21 Browne on that exact language. We would
22 request that this Board as a condition of the
23 grant, if they are inclined to grant it -- and
24 I am sensing that from this Board -- that the
25 covenants that we are agreeing to will become

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2 recorded against the property subject to
3 approval by counsel to the Zoning Board.

4 MEMBER GOTTLIEB: I just have two
5 questions. It sounds like your clients had to
6 make huge concessions to their -- to what they
7 enjoy now to make this happen. Are they
8 satisfied now?

9 MR. ARMENTANO: I believe that they are
10 to the extent that you can be satisfied. I
11 think these plantings --

12 MEMBER GOTTLIEB: It sounds like you are
13 so reluctant but you have to agree.

14 MR. ARMENTANO: Well, the issue that we
15 are faced with is a prior grant was granted so
16 we have that situation. The quote, box was
17 already approved. We are limited in what we
18 can do but I think the magnitude of the
19 structure and the eave -- I mean, these
20 projections, although they are not considered
21 part of the structure, they are a visual
22 structure. My client's property -- you know,
23 this structure is looming over them.
24 Obviously you have been to the site. I am
25 sure you have seen it. It does not even have

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1 the eaves on the property, so we are not even
2 getting to recognize where those eaves will be
3 but our architects have looked at this and the
4 best way we can soften it has been changing in
5 the pitch of the roof so it pulls it in and
6 these plantings which are significant will
7 soften the look.
8

9 We are looking at what was there
10 previously is much different than what is
11 there now. I think the driveway and the
12 carport and retaining walls are right on the
13 property and the property area that we are in
14 this section of Lawrence doesn't have that
15 type of like steel structure or that concrete,
16 so we are trying to soften that look.
17

18 So my client -- to answer your question,
19 again, we are making the best of a bad
20 situation. The I think the plantings will go
21 a long way to do that, and that's why we are
22 requesting that be a mitigating factor and a
23 covenant recorded against the property.
24

25 MEMBER GOTTLIEB: If the covenant is
recorded, is this just for the initial
planting or for maintenance for perpetuity?

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MR. ARMENTANO: Yes. This runs with the land, there is a maintenance obligation, a survivability clause. This is a statement that these will be replaced in kind if they die because obviously --

MEMBER GOTTLIEB: That would apply to future owners?

MR. ARMENTANO: Correct. This will run with the land. That's why we think this is the best way to handle it, and it also benefits the village. The village will be a co-beneficiary of this and will have the enforcement mechanisms as well as my client who will be a third-party beneficiary will also have an enforcement mechanism but we hope that day doesn't happen. So that's why a recorded covenant alleviates that issue for us. At least gives us a comfort level to be okay with the project.

CHAIRMAN KEILSON: Planting pre-construction? Post construction?

MR. ARMENTANO: Post construction. I would not want to have them planted during construction.

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CHAIRMAN KEILSON: Just want to make sure it's clear because there has been other representations earlier, and I just want to make sure that all parties understand.

MR. ARMENTANO: Of course. It would be post construction, yes.

CHAIRMAN KEILSON: Mr. Preston, on the legality?

MR. PRESTON: Assuming the Board grants the application with the condition as requested that the grant be conditioned upon the filing of the restrictive covenant, does your client consent to the request for relief?

MR. ARMENTANO: With that condition, yes.

MR. PRESTON: If the Board is inclined to grant the application, subject to approval of counsel of a filed restrictive covenant, the Board may do so.

CHAIRMAN KEILSON: Okay. Mr. Hiller, any questions?

MEMBER HILLER: The other neighbor.

MR. ARMENTANO: Thank you for your time.

CHAIRMAN KEILSON: Mr. Apperman, do you

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2 want to comment? How could you not at this
3 point?

4 MR. APPERMAN: I don't think that I will
5 be calling you too often anymore, Mr.

6 Chairman. Okay. David Apperman, 245 Juniper
7 Circle East. I echo the chairman and John's
8 point and we did work very hard and we
9 appreciate everyone's hard work to get to this
10 point. As it was said before, this started
11 off with errors, and we are trying to -- just
12 to make the best of a bad situation. Which I
13 think that we have accomplished in our
14 agreement with Dr. Abittan. What we would
15 also like to have our agreement recorded into
16 perpetuity and to be extended upon sale as
17 well even though I don't have an attorney but
18 I will represent myself in that aspect but we
19 are happy with the outcome and it's as good as
20 we are going to get, let's put it that way,
21 and we are happy with it. So yes, we are
22 accepting it, and we will get on with life.

23 MEMBER GOTTLIEB: Do we have a specific
24 tree or shrub list that will also have a
25 restrictive covenant?

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MR. APPERMAN: It's on the agreement.

We have the specific tree.

MEMBER GOTTLIEB: Does the agreement affect both sides, or are you just representing one client?

MR. ARMENTANO: I am representing one client. I can hand it into the Board. It's an exhibit of the planting schedule. It's a rough sketch, but these are evergreen plantings that obviously I think will be put on our border. It's a draft but it does have the planting locations as it affects the Warman's property.

(Exhibit 1, Planting schedule, marked for identification, as of this date.)

MR. PRESTON: So since Mr. Apperman has requested that the agreement that is contemplated with Dr. Abittan with respect to his property also be recorded against both, I think Mr. Browne should address whether that's appropriate since the Board doesn't have that proposed restrictive covenant before it as well as address the planting, the details of the proposed plantings on the Board.

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2 MR. BROWNE: For Mr. Apperman?

3 MR. PRESTON: If you could.

4 MR. BROWNE: Well, there is an agreement
5 that -- it's not as -- it's a simpler
6 agreement but it's the same -- there is a
7 written agreement that they signed earlier and
8 it calls for a series of trees and a specific
9 location. I believe we specified the height.

10 MR. APPERMAN: Yes.

11 MR. BROWNE: They will be either Leyland
12 Cypress --

13 CHAIRMAN KEILSON: I don't think we need
14 that detail. He is talking about restrictive
15 covenants similar to what the other side is
16 asking.

17 MR. BROWNE: We have a written agreement
18 that could be made into such. It's the same.

19 MR. PRESTON: Does it impose any
20 obligation for maintenance of Mr. Apperman's
21 property?

22 MR. BROWNE: No. It poses the same
23 maintenance obligation on the trees that are
24 on the Abittan property.

25 MR. PRESTON: Do you consent to the

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2 recording of that as a condition of the
3 Board's decision here?

4 MR. BROWNE: Yes.

5 CHAIRMAN KEILSON: Okay. Very good.

6 MR. APPERMAN: Thank you.

7 MR. BROWNE: I believe the doctor would
8 like to address --

9 DR. ABITTAN: How can we be here without
10 me saying a few words? I have no problem with
11 all of this. It's great. This whole tree in
12 perpetuity thing bothers me a little bit --
13 just a little bit, because first of all, it
14 bothers me because these are my neighbors for
15 between 18 and 26 years and they sort of don't
16 trust me but okay. I am very trustworthy, and
17 I think they know it. So of course, I am
18 going to take care of the trees.

19 It bothers me it's going to be part of a
20 record on a title and it's just cumbersome and
21 I have to record it and it's very difficult,
22 but besides for that, the perpetuity bothers
23 me. If either one of my neighbors sell their
24 properties, why should it continue then? It's
25 not affecting them anymore, so why should I be

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2 affected? I understand if I sell my property
3 and they want to be property protected, but if
4 they sell their property, it should cease to
5 exist.

6 CHAIRMAN KEILSON: So I would suggest
7 that I think the Board as a whole was
8 uncomfortable with that what you -- that which
9 was contemplated and we found that was
10 different from what we originally approved.
11 So we would have been looking for something as
12 well independent of whether the neighbor to
13 the left, neighbor to the right. So I think
14 the village would have needed that anyway.

15 DR. ABITTAN: The village in perpetuity
16 you are saying because of the structure?

17 CHAIRMAN KEILSON: Because you sell,
18 they sell, because of the structure.

19 DR. ABITTAN: Right. Okay.

20 MEMBER HILLER: Both your neighbors came
21 up with the same understanding as that they
22 would be in perpetuity, and both of them said
23 that that's their understanding.

24 DR. ABITTAN: No, it's fine. No, this
25 was just in the last couple of hours this came

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2 up. So I have no problem maintaining it, and
3 of course, I am going to maintain it. I am
4 going to maintain it for myself, not just for
5 them, but just the perpetuity thing bothers me
6 because when, you know, down the road how many
7 years -- obviously I am going to be, God
8 willing, in this house for many years but when
9 there is a sale, there is a little caveat
10 attached to it which is something that most
11 properties don't have.

12 MEMBER GOTTLIEB: I suggest you plant
13 very hardy trees. Just a suggestion.

14 DR. ABITTAN: Okay. Green Giants, by
15 the way. You can put that on the record.
16 Leyland Cypress or Green Giants. They are
17 cousin to each other. The availability is
18 very difficult. Fourteen-foot trees are very,
19 very difficult, but I am already arranging in
20 advance where they will put some aside.

21 CHAIRMAN KEILSON: Probably an entire
22 forest is going to be required.

23 DR. ABITTAN: Okay. Thank you.

24 CHAIRMAN KEILSON: Anyone else in the
25 audience in the cheering or jeering section

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offer comment? Okay.

MR. ARAMENTANO: Just to clarify on the record because the request was made that we do consent, and we only consented if it runs with the land in perpetuity. Just want to make sure we are clear.

MR. PRESTON: So when -- I don't want to put words in your mouth, but you consent for it to run with the land for so long as the structure remains not in perpetuity; it's tied to the existence of the structure, is it not?

MR. ARAMENTANO: It's tied to the variance that runs with the land. These are coupled; they run together. As long as the structure can come down, the planting buffer remains. As long as this -- this is a condition of this variance. This variance runs with the land in perpetuity. This covenant runs with the land in perpetuity.

MR. PRESTON: So if the variance no longer exists and the structure no longer exists, the obligation to maintain the planting would be extinguished?

MR. ARAMENTANO: If that were to be the

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2 case, yes, but I think as written it stands on
3 its own.

4 MR. PRESTON: I understand.

5 DR. ABITTAN: So goes on either
6 property, so if the neighbor's property
7 doesn't exist then doesn't it also extinguish?

8 MR. PRESTON: That's not my
9 understanding.

10 MR. ARAMENTANO: The variance that are
11 granted here, this is the mitigation for this
12 variance is the way that works.

13 MEMBER GOTTLIEB: If 120 years from now
14 should there be new owners of the property and
15 they choose not to keep this restrictive
16 covenant, it can go away.

17 MR. ARAMENTANO: Well, as part of these
18 covenants, there is a provision that it can be
19 amended by this Board, so I think there is the
20 ability and of course, there could be an
21 amendment by the parties. Yes, there could be
22 agreement. Of course. The parties can agree
23 to change things so it's not forever forever,
24 so there will be a provision to allow for
25 amendments on consent by the Board and

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2 neighboring property. I think the fairest way
3 to do this -- I have done this many times.
4 It's not an out-of-this-world concept.

5 CHAIRMAN KEILSON: Okay.

6 MEMBER GOTTLIEB: Thank you.

7 CHAIRMAN KEILSON: So we can come back
8 here after 120 too.

9 MEMBER GOTTLIEB: I expect to not come
10 back. I have no place to go.

11 CHAIRMAN KEILSON: I think we are ready
12 to vote. Mr. Preston, how about you framing
13 what we are voting on so there is absolute
14 clarity because there are so many nuances
15 here.

16 MR. PRESTON: Sure. Something to
17 consider if the Board is inclined to grant
18 this that it do so subject to the conditions
19 as articulated on the record tonight in a
20 written decision to be produced by me and
21 forwarded to the Board.

22 CHAIRMAN KEILSON: Okay. Having said
23 that, taking into consideration the benefit to
24 the applicant and no detriment to the
25 community hopefully at this point --

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2 MR. PRESTON: Additional public comment?

3 CHAIRMAN KEILSON: I offered.

4 MR. PRESTON: I missed it.

5 CHAIRMAN KEILSON: They are all silent
6 tonight. Mr. Hiller?

7 MEMBER HILLER: For.

8 CHAIRMAN KEILSON: Mr. Gottlieb?

9 MEMBER GOTTLIEB: You know, I can't say
10 no. So the other option is yes.

11 CHAIRMAN KEILSON: Okay. I am
12 enthusiastically for it.

13 MEMBER GOTTLIEB: Good for you and them.

14 CHAIRMAN KEILSON: How many years?

15 Three? Make sure you don't have to come back
16 here.

17 MR. VACCHIO: You have to go to the
18 Board of Building Design again.

19 CHAIRMAN KEILSON: Motion to adjourn.

20 MEMBER GOTTLIEB: Oh, please.

21 CHAIRMAN KEILSON: We are adjourned.

22 (Whereupon the hearing concluded at 9:23
23 P.m.)

24 *****

25 Certified that the foregoing is a true and accurate

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1
2 transcript of the original stenographic minutes in
3 this case.

4 YAFFA KAPLAN

YAFFA KAPLAN

Court Reporter

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