

1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Lawrence Yacht and Country Club
4 101 Causeway
5 Lawrence, New York

6 February 16, 2012
7 7:38 p.m.

8 APPLICATION: Temple Israel
9 140 Central Avenue
10 Lawrence, New York

11 P R E S E N T:

12 MR. LLOYD KEILSON
13 Chairman

14 MR. EDWARD GOTTLIEB
15 Member

16 MS. ESTHER WILLIAMS
17 Member

18 MR. MARK SCHRECK
19 Member

20 MR. LESTER HENNER
21 Member

22 MR. THOMAS V. PANTELIS, ESQ.
23 Village Attorney

24 MR. THOMAS RIZZO
25 Building Department

MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

1 CHAIRMAN KEILSON: Good evening, ladies and
2 gentlemen. Welcome to the Lawrence Board of
3 Zoning Appeals. We'd appreciate you turning off
4 all cell phones.

5 I'd like to make mention of the fact that
6 Mr. Lester Henner has been appointed to a
7 permanent position on the Board of Zoning Appeals.
8 We welcome him. He has performed ably during the
9 period that he was an alternate, and we welcome
10 him as a permanent member.

11 MEMBER HENNER: Thank you.

12 CHAIRMAN KEILSON: We welcome Mr. Rizzo here
13 this evening in place of Mr. Castro from the
14 Building Department.

15 Proof of posting first.

16 MR. RIZZO: Good evening, Mr. Chairman.

17 I'd like to provide proof of posting for
18 tonight's meeting.

19 CHAIRMAN KEILSON: Thank you.

20 MR. PANTELIS: I'm Tom Pantelis, counsel to
21 the Board. The Board of Appeals -- I'm starting
22 to see familiar faces so you probably will have
23 heard this before. But essentially, the Board is
24 entrusted with applying certain principles under
25 state law for the granting of variances,

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1 special-use permits. Part of that and an integral
2 part of that is familiarity with the applications,
3 with the properties, with the nature of the
4 application. And the Board is very familiar.
5 It's a very hot Board. They will usually ask a
6 lot of questions, make a lot of comments, and we
7 would ask you to listen to what the Board is
8 asking and also to clearly, if you haven't
9 presented your case before, try to clearly present
10 the relief that you're requesting.

11 CHAIRMAN KEILSON: Okay. Having said that,
12 we'd like to begin with Weissman of Larch Hill
13 Road. Would they or their representative -- is
14 anyone present for Weissman? Okay, no Weissman.
15 We'll give them -- we'll come back to it.

16 MR. PANTELIS: Yeah, we'll come back to it.

17 CHAIRMAN KEILSON: Okay. The matter of
18 Temple Israel, the continuance from our last
19 hearing. I expected Temple Israel to return to
20 us. Welcome.

21 MR. GRAY: Garrett Gray, Weber Law Group,
22 290 Broadhollow Road, Melville, for Temple Israel.
23 I believe when we last left off, and correct me if
24 I'm wrong, we had left it as to whether Temple
25 Israel would agree to the condition that the

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1 subdivided parcel only be sold for a residential
2 use.

3 CHAIRMAN KEILSON: Absolutely.

4 MR. GRAY: Temple Israel agrees to that
5 condition.

6 CHAIRMAN KEILSON: Okay. Any questions?

7 MR. PANTELIS: Just a question. That would
8 entail as part of the Board's decision there would
9 be a requirement for a declaration of restrictive
10 covenants which would probably attach to the
11 decision and reflect that particular condition.

12 MR. GRAY: Yes.

13 MR. PANTELIS: Okay, thank you.

14 CHAIRMAN KEILSON: One of the concerns would
15 just be that it be single residential homes.

16 MR. GRAY: Yes.

17 CHAIRMAN KEILSON: There's no issue in that
18 regard.

19 MR. PANTELIS: So actually, then I think the
20 Board at this point can make a motion to close the
21 hearing to then take a vote on the matter.

22 CHAIRMAN KEILSON: Okay, so we'll take a
23 motion to close the hearing on that.

24 MEMBER GOTTLIEB: I make a motion to close
25 the hearing.

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1 CHAIRMAN KEILSON: Okay, approved. All
2 right, so we will vote on the application as
3 presented with the restriction that it could only
4 be sold to a developer or the like for single
5 residential use.

6 MEMBER GOTTLIEB: All requests for variances
7 are granted. There were several variances that
8 were requested that's all encompassed.

9 CHAIRMAN KEILSON: Absolutely.
10 Mr. Schreck.

11 MEMBER SCHRECK: I'm going to vote for.

12 CHAIRMAN KEILSON: Mr. Gottlieb.

13 MEMBER GOTTLIEB: For.

14 CHAIRMAN KEILSON: Mrs. Williams.

15 MEMBER WILLIAMS: For.

16 CHAIRMAN KEILSON: Mr. Henner.

17 MEMBER HENNER: For.

18 CHAIRMAN KEILSON: And I will vote for as
19 well.

20 MR. GRAY: Thank you.

21 MR. PANTELIS: Mr. Chairman, given the nature
22 of the application, I believe the preparation of
23 findings of fact would be appropriate.

24 CHAIRMAN KEILSON: Yes. By the next hearing
25 we'll have findings of fact which we can all sign

1 off on.

2 MR. PANTELIS: Yes.

3 CHAIRMAN KEILSON: So at that time we will.

4 MR. GRAY: Do we need to be present?

5 MR. PANTELIS: No, it would just actually
6 involve the adoption of the findings of fact which
7 would be in accordance with the Board's vote and
8 with the record that was presented, and I believe
9 the Board is satisfied that a very good record was
10 made in connection with this matter.

11 MR. GRAY: Again, we thank the Board for its
12 patience. I know it was a long hearing.

13 CHAIRMAN KEILSON: No problem. Thank you
14 very much. Good luck to you and the synagogue.

15 MR. GRAY: Thank you.

16 (Whereupon, the hearing concluded at
17 7:43 p.m.)

18 *****

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

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MARY BENCI, RPR
Court Reporter

1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Lawrence Yacht and Country Club
4 101 Causeway
5 Lawrence, New York

6 February 16, 2012
7:44 p.m.

7 APPLICATION: 284-285 Central Owners Corp
8 285 Central Avenue
9 Lawrence, New York

10 P R E S E N T:

11 MR. LLOYD KEILSON
12 Chairman

13 MR. EDWARD GOTTLIEB
14 Member

15 MS. ESTHER WILLIAMS
16 Member

17 MR. MARK SCHRECK
18 Member

19 MR. LESTER HENNER
20 Member

21 MR. THOMAS V. PANTELIS, ESQ.
22 Village Attorney

23 MR. THOMAS RIZZO
24 Building Department

25 MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

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1 CHAIRMAN KEILSON: The matter of Stern.

2 Anyone from Weissman present? The matter of
3 Weissman?

4 So let's proceed on the question on -- before
5 Stern, let's proceed on the Central Owners Corp.
6 Mr. Goldman.

7 MR. PANTELIS: Just so the record is clear,
8 we have a matter which is not on the calendar
9 tonight. It was just a request for a rehearing on
10 a particular matter.

11 MR. GOLDMAN: The matter would be the matter
12 of 284-285 Central Owners Corp., 285 Central
13 Avenue.

14 Mr. Chairman, if it please the Chairman and
15 the Board, I respectfully ask that this matter be
16 placed back on the Board's calendar for
17 reconsideration. There are particularly unique
18 circumstances to this matter that in the interest
19 of justice as well as peculiarities and uniqueness
20 of the situation it would be advisable that it be
21 reconsidered. We understand that it would
22 require, of course, re-notification to all the
23 neighbors, et cetera, and that the granting of a
24 rehearing does not necessarily indicate that it
25 might be a change of results. But nevertheless,

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1 we're requesting it, and I'm acting on behalf of
2 the 284-285 Central Owners Corp., noting that the
3 people most directly involved here were not
4 present and would like to have the opportunity to
5 present themselves before the Board. And I do in
6 fact represent Gorman and Antman, two families
7 residing at that location.

8 MR. PANTELIS: So it's a request for a
9 rehearing?

10 MR. GOLDMAN: Yes, sir.

11 MR. PANTELIS: Mr. Chairman, as the Board
12 discussed, this is a matter which under Village
13 law and the rules of this Board would require a
14 unanimous vote of the Board in order to grant a
15 rehearing.

16 CHAIRMAN KEILSON: I think we're very mindful
17 of that. We understand the special circumstances
18 that arose in this situation where the people most
19 in interest were not given notice and didn't have
20 an opportunity to be present or participate. So I
21 think -- and again, depending on the Board's vote,
22 I think we would be inclined to, you know, go
23 along with the rehearing.

24 Mr. Henner.

25 MEMBER HENNER: Yes.

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1 CHAIRMAN KEILSON: Mrs. Williams.

2 MEMBER WILLIAMS: Yes.

3 CHAIRMAN KEILSON: Mr. Gottlieb.

4 MEMBER GOTTLIEB: For, yes.

5 CHAIRMAN KEILSON: And Mr. Schreck.

6 MEMBER SCHRECK: For.

7 CHAIRMAN KEILSON: Okay. So by all means, we
8 support the position for the rehearing. You have
9 to give the notice as indicated, and then it will
10 be on the next calendar.

11 MR. GOLDMAN: Whatever is convenient for the
12 Board, given the fact that it's --

13 MR. PANTELIS: Well, actually, what would
14 have to happen is the Building Department will
15 have to prepare the notice as they would in any
16 other case, that will have to be published, and
17 you will have to notify in accordance with the
18 rights of the Board.

19 MR. GOLDMAN: Right. No, I understand. I
20 just thought that if we go into March or even into
21 April, if it's easier for you to go into April.

22 MR. RYDER: If you file on time, I don't see
23 why you can't get on for March 20.

24 MR. GOLDMAN: Is that matter concluded?

25 CHAIRMAN KEILSON: Gorman is concluded.

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MR. GOLDMAN: Thank you.

(Whereupon, the hearing concluded at
7:48 p.m.)

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

A handwritten signature in cursive script, reading "Mary Benci", is written over a horizontal dashed line.

MARY BENCI, RPR
Court Reporter

1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Lawrence Yacht and Country Club
4 101 Causeway
5 Lawrence, New York

6 February 16, 2012
7 7:48 p.m.

8 APPLICATION: Stern
9 168 Harborview North
10 Lawrence, New York

11 P R E S E N T:

12 MR. LLOYD KEILSON
13 Chairman

14 MR. EDWARD GOTTLIEB
15 Member

16 MS. ESTHER WILLIAMS
17 Member

18 MR. MARK SCHRECK
19 Member

20 MR. LESTER HENNER
21 Member

22 MR. THOMAS V. PANTELIS, ESQ.
23 Village Attorney

24 MR. THOMAS RIZZO
25 Building Department

MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

1 CHAIRMAN KEILSON: All right, Mr. Goldman,
2 we'll proceed with the Stern matter.

3 MR. GOLDMAN: Mr. Chairman, if it please the
4 Board, this matter has been on several times.
5 There have been a series of issues that were
6 raised at each and every one of the hearings.
7 They were addressed and we hope have been
8 satisfied.

9 At the last meeting, one of the elements that
10 was raised, and legitimately so, was the possible
11 impact on an adjoining neighbor who had originally
12 been supportive and remains supportive of the
13 application. But there was some concern as in
14 fairness to that neighbor notwithstanding the
15 acquiescence that --

16 CHAIRMAN KEILSON: I'm sorry. People in the
17 audience, if you want to have a conversation,
18 please have the conversation outside. It's very
19 distracting.

20 SPEAKER: I'm sorry.

21 CHAIRMAN KEILSON: Thank you very much.

22 And the couple in the back, please. Please,
23 we're trying to focus.

24 Go ahead.

25 MR. GOLDMAN: Specifically, on the height

1 setback ratio that there was some concern that the
2 way of the configuration of the house and the size
3 of it would present an issue, again,
4 notwithstanding the acquiescence and support of
5 that neighbor who would be most affected. In
6 compliance with the Board's request, we adjourned
7 the matter in order to give an opportunity for all
8 parties to consider two plans, two alternate plans
9 that in fact were presented to the Board at the
10 last meeting.

11 But in fairness, and the Board is correct,
12 felt that it would be proper for all parties to be
13 on notice of the change proposed, that those plans
14 from what we referred to as plan A and plan B were
15 presented to the Board and were made available to
16 the neighbors. Each one addresses the issue of
17 the bulk and what impact that might have on the
18 adjoining neighbor, and it addresses it in two
19 different ways. And what I will do to save time
20 is defer to the architect who prepared those plans
21 assuming that's necessary because both of those
22 plans were presented to you last time and now
23 they've simply been reduced to writing and to a
24 submission.

25 Essentially, what one is doing is moving the

1 house one side closer to a neighbor who had
2 expressed reservations at the commencement of
3 these proceedings, but moving it somewhat closer,
4 not as close as it would have been and yet the
5 house will be somewhat closer, but it would
6 certainly have less of an impact on that adjoining
7 neighbor who was concerned about the height
8 setback ratio and the appearance of the house from
9 the street.

10 The second plan which perhaps seems perhaps a
11 little more at least on its face to be more
12 obviously accommodating to all parties is that --

13 CHAIRMAN KEILSON: That's called plan B,
14 right?

15 MR. GOLDMAN: Plan B is to reduce the entire
16 house by how many feet, I believe -- by two feet.
17 To reduce the size, not simply move it over, but
18 actually cut two feet off the house, move it over
19 toward an adjoining neighbor by two foot so that
20 the other neighbor still has the remaining four
21 foot, and reduce the study alcove, all the things
22 that were causing some consternation. It will
23 also, as the architect will indicate, reduce some
24 of necessity of the variances in terms of the
25 overages, et cetera.

1 But again, I know when I'm out of my element,
2 so with the Board's permission I'm assuming you
3 want a further detailed explanation of plan A and
4 plan B, I would turn it over to him.

5 CHAIRMAN KEILSON: I think it would be
6 helpful in light of the fact that the neighbor is
7 here and they might want to also hear every detail
8 of exactly what's occurring.

9 MR. GOLDMAN: Either with plan A and plan B.

10 CHAIRMAN KEILSON: Plan A, plan B.

11 MR. GOLDMAN: So I would defer to
12 Mr. Macleod. And you would just note your name
13 and title.

14 MR. MACLEOD: John Macleod, 595 Park Avenue,
15 Huntington, New York.

16 MR. PANTELIS: Mr. Macleod, I think it would
17 be helpful if you use as a frame of reference
18 where we were the last time and how that's now
19 changing regardless of whether it's A or B.

20 MR. MACLEOD: Okay. At the previous meeting
21 we presented the project which you had an issue
22 with the height setback ratio on the right-hand
23 side of the property which had a number of 3.75,
24 and it was the suggestion of the Board that we try
25 to reduce that number to something more palatable.

1 And one way to do that was possibly by moving the
2 whole house four feet to the left. And we
3 considered that at that meeting at an adjournment,
4 temporary adjournment at that meeting and came up
5 with another option which was perhaps a little bit
6 more lenient towards the feelings of the neighbor
7 on the left.

8 MR. GOLDMAN: I don't want to interrupt, but
9 notwithstanding that, that's been presented as
10 plan A; is that correct?

11 MR. MACLEOD: Plan A is taking the existing
12 size of the house, moving it to the left by four
13 feet, and at the same time reducing the study
14 alcove which previously projected five and a half
15 feet to more of a bay window approach which only
16 projects two feet. So although we moved the house
17 four feet to the left, we were reducing the
18 projection by three and a half feet. In effect,
19 the actual setback to the neighbor on the left was
20 actually only increased by a matter of less than
21 one foot, I believe.

22 So that was basically taking the size of the
23 house the same way that we had presented it at
24 previous meetings.

25 CHAIRMAN KEILSON: Okay.

1 MR. MACLEOD: In consideration of trying to
2 accommodate both sides, both neighbors, we had
3 suggested reducing the size of the house also by
4 another two feet and only moving it two feet to
5 the left. That was plan B. And plan B then
6 resulted in the separation of an additional four
7 feet on the right-hand side and only moving
8 towards the neighbor on the left by two feet for
9 the bulk of the house, but remembering also that
10 the alcove was reduced by three and a half feet
11 and the net result of which is that the setback on
12 the left-hand side which was previously 19-foot-8
13 is now only 21-foot-1, is greater, is 21-foot-1.
14 So in effect the net setback on the left-hand side
15 by proposal B has been increased.

16 Some of the benefit of --

17 CHAIRMAN KEILSON: Increased by?

18 MR. MACLEOD: Has been increased by
19 one-foot-six.

20 MEMBER GOTTLIEB: That's in plan B.

21 MR. MACLEOD: Plan B.

22 MEMBER GOTTLIEB: Just while I have your
23 attention, on the right side, if you will, the
24 west side --

25 MR. MACLEOD: The right side?

1 MEMBER GOTTLIEB: The right side, yes.

2 MR. MACLEOD: Is the east side.

3 MEMBER GOTTLIEB: Yeah, that's what I meant,
4 east/west.

5 MEMBER WILLIAMS: Facing the house to the
6 right.

7 MR. GOLDMAN: I don't mean to interrupt.

8 MEMBER WILLIAMS: Facing the house to the
9 right is the east side?

10 CHAIRMAN KEILSON: Correct.

11 MEMBER GOTTLIEB: East side. It looks like
12 in plan A and plan B the height setback is the
13 same 2.04?

14 MR. MACLEOD: That is correct. The result of
15 both A and B is the same for the height setback
16 ratio on the right-hand side.

17 MEMBER GOTTLIEB: Because you're moving the
18 house over two feet.

19 MR. MACLEOD: We're moving it over four feet,
20 but in version B we're shrinking the house by two
21 feet.

22 MEMBER GOTTLIEB: Got it. So from the right
23 side version A and B are going to be the same
24 distance.

25 MR. MACLEOD: Correct. But on the left side

1 version A gets two feet closer to the neighbor
2 than B.

3 MEMBER GOTTLIEB: That's the nineteen --
4 sorry -- yes.

5 MR. MACLEOD: Both A and B -- if we are
6 looking at this purely numerically, both A and B
7 are further away from the neighbor on the left
8 because we reduced the size of the study alcove
9 from five and a half feet to two feet.

10 MEMBER GOTTLIEB: As far as the alcove
11 portion of that side-yard portion goes.

12 MR. MACLEOD: Correct. Some of the other
13 differences between A and B are that as a natural
14 result of shrinking the house by two feet, version
15 B has less coverage and that has been reduced to
16 building coverage being reduced to 8.04 percent.

17 CHAIRMAN KEILSON: 214 square feet.

18 MR. MACLEOD: Correct. And the surface
19 coverage has been reduced to 508 square feet
20 overage which is 10.72 percent, slightly less than
21 A. Most of the other items have remained the
22 same.

23 At the previous meeting we did not have a
24 height setback issue on the left side. Our height
25 setback on the right-hand side has changed from

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1 3.75 to 2.04. And we do have as we move the house
2 slightly to the left there is slightly less of a
3 turning area to get into the garage, the
4 side-entry garage is now 23-foot-1.

5 CHAIRMAN KEILSON: As opposed to?

6 MR. MACLEOD: It was 24. It was 24, 24.8.

7 MR. GOLDMAN: But it wouldn't have an
8 impossible impact or it's just that much tighter,
9 right?

10 MR. MACLEOD: Obviously, the numbers are
11 different so it's a little tighter, but it would
12 be possible to get in there with a single garage
13 door or with a -- depending on the size of the
14 vehicle, each vehicle has a different turning
15 radius, so it may entail doing a stop and start,
16 three-point turn to get into that vehicle. The
17 Sterns have pointed out that they don't intend to
18 use their garage that much for vehicles. They
19 have plenty of other good family things to store
20 in there.

21 CHAIRMAN KEILSON: Right. Are there any
22 questions from the Board? We sort of questioned
23 at length last time and that's how we arrived at
24 this point in plan A and plan B.

25 MR. GOLDMAN: Which is why we're holding our

1 application because after the last comment in fact
2 by the Board that we were just coming here with
3 consolidating it at least on paper the A and B. I
4 would note too that he's not here but I know for a
5 fact that the neighbor Weingarten is particularly
6 appreciative of the efforts that were made both by
7 the Sterns, Mr. Macleod and especially by the
8 Board.

9 CHAIRMAN KEILSON: Really.

10 MR. GOLDMAN: No, in protecting his interest.

11 CHAIRMAN KEILSON: I wish he would send us a
12 letter.

13 MR. GOLDMAN: No, no one ever sends a good
14 thing, but if it was a complaint -- but
15 nevertheless, everyone is making an effort.

16 CHAIRMAN KEILSON: No, we recognize that.
17 Any other questions from the Board at this moment?

18 MEMBER SCHRECK: No.

19 CHAIRMAN KEILSON: Okay. Can we hear from
20 anyone who has some matters to raise, the
21 neighbor, Dr. Jeret.

22 MR. JERET: My name is Joseph Jeret. My wife
23 and I own the home at 164 Harborview North, to the
24 left. These most recent plans were submitted as a
25 fait accompli, without any discussion with me.

1 Overtures to try to sit down with Mr. Stern were
2 rebuffed. Unfortunately, that requires me to be
3 here today.

4 In October, November, December and January we
5 sort of reached an agreement that was bartered by
6 a mutual neighbor, and that agreement was that he
7 would have a small study bump-out which -- study
8 alcove bump-out which was very important to his
9 wife so that the house would not be box-shaped.
10 And, you know, I sort of appreciated that
11 architectural need. He was going to keep it only
12 to a ten-foot bump-out of five feet, and he was
13 going to maintain the same outline of the
14 building, the same footprint and not extend
15 further toward me. At that point, we -- actually,
16 I gave a written approval for that plan.

17 Now, one of my concerns is the privacy of my
18 pool and the other concern is my retaining wall
19 that is in between. So I said I need a durable
20 protection for those, and he agreed. So in
21 November, November 22nd, 2011, he wrote a letter
22 to me, signed by himself and his wife, saying that
23 he would maintain the retaining wall and that he
24 would plant five Leyland cypress, at least 14
25 feet, preferably 20 feet, to protect the privacy

1 of my pool. And I said that's great, good luck to
2 you, and I sent a letter with my blessing that was
3 part of the prior application. He did the same
4 thing in January while I was on vacation. And
5 again, he gave me the same two signed letters. So
6 I gave him these signed letters again. And I
7 said, well, will you sign them, and he said no.
8 Well, now I'm sort of stuck and I need to come
9 here.

10 I also want to state for the record that the
11 Zoning Board application requires that plans be
12 submitted four weeks in advance. On February 7,
13 when I met with the Building Department, which is
14 just nine days ago, there were no plans on file
15 for me to review. So I'm not exactly as prepared
16 as I should be. And also, my attorney was not
17 available on short notice to come. So I will note
18 that objection to even continuing the hearing, but
19 I think we'll continue it anyway.

20 Last -- in September, Mr. Goldman spoke about
21 the needs of the Sterns. And those needs, to
22 summarize, were nine bedrooms, seven and a half
23 bathrooms, a formal dining room that seats
24 fourteen, two China closets in the dining room, a
25 breakfast room that seats twelve, three kitchens

1 in the dining room, two cook tops, two subzero
2 refrigerators, a full kosher kitchen with a
3 central island, a living room on the main floor, a
4 family room on the main floor, a playroom in the
5 basement, a study, a large master bedroom, a
6 master bath with a shower and a separate jetted
7 tub, a two-car garage.

8 Now, I think all of those are appropriate
9 necessities, and I think that's absolutely one
10 hundred percent reasonable. And part of the
11 reason I think that's reasonable, and I'd like to
12 just submit that to the Board (handing), is
13 because that's basically what my house is minus a
14 couple of bedrooms. And I'll give a copy to
15 Mr. Macleod (handing). So basically, in 6,500
16 square feet I have almost exactly the same thing,
17 minus three bedrooms and two baths. And I find it
18 hard to believe that there's a need for 2,500
19 square feet for three bedrooms and two baths. If
20 he wants to make the rooms a little bit larger, I
21 would certainly understand that, but I'm not quite
22 sure that a 9,000-square-foot home is in need, if
23 I'm able to get that all done in far smaller
24 space.

25 To me, the problem happens to be exquisitely

1 poor space planning by Mr. Macleod, and I think if
2 he were able to do this more effectively we
3 wouldn't even be here today. And I'm sorry to say
4 that. As they once said, one staircase just
5 leading up and one even longer going down and one
6 more leading nowhere just for show, those things
7 do take up space. And I don't know that the Board
8 is here to grant a variance for poor space
9 planning. There's no hardship, there's nothing
10 else involved.

11 Now, I think also Mr. Macleod was misleading
12 the Board when he said he's moving the house two
13 feet to the left. If Eric or Mr. Macleod had
14 approached me and said we lost two feet to the
15 right, can we move two feet to the left and this
16 way we keep all the plans the same, we don't have
17 to move the plumbing, we don't have to move the
18 wall, come on, two feet is it going to matter? I
19 would have said, you know what, I think that's
20 reasonable. He didn't approach me, okay, fine, I
21 can forgive that. But he's not moving it two feet
22 to the left.

23 And I think it's simple math to figure out
24 that's trying to fool the Board once again, and
25 let's just do the math. The current setback on

1 the left is 24 feet 8 inches.

2 CHAIRMAN KEILSON: Current is referring to
3 which?

4 MR. JERET: Existing on page one of either A
5 or B. So 24.8 and he wants to change it to 19
6 feet. 24 minus 19 is six. So you're not moving
7 it two feet, you're moving it six feet.

8 MR. MACLEOD: No, we're not.

9 MR. GOLDMAN: I would ask the applicant to
10 address the Board.

11 MR. JERET: I mean, he's being a little bit
12 duplicitous by trying to say it's a two-foot move.
13 Two feet I wouldn't say anything. You know, he
14 lost two feet, just shift the whole thing two
15 feet.

16 CHAIRMAN KEILSON: Hold it, hold it, hold it.
17 I believe he's referring to two feet as to what
18 the original design was that had been submitted.
19 That's what we're talking moving the two feet.
20 Not from the original. Not from the existing, but
21 rather from the -- from the proposed.

22 MR. JERET: Well, the January proposal
23 respected that same left-hand side. It had the
24 study bump-out, and I understood the need for that
25 architecturally and aesthetically as something

1 important to Chani. But he was not moving the
2 left side of the building at all, and now he wants
3 to move it six feet, and then he wants to add an
4 alcove bump-out for an additional two feet. So
5 now he wants to move eight feet closer to me
6 compared to what he was doing originally.

7 CHAIRMAN KEILSON: Excuse me one second.

8 MR. JERET: Surely. I'm just going off the
9 table. I didn't have a chance to analyze the rest
10 of the plans on short notice. I'm trying my best.

11 CHAIRMAN KEILSON: Based on the original code
12 relief proposal, he would be at 19.8, yeah, 19.8;
13 and under plan B he would be at 21, 21 and one and
14 a half.

15 In other words, he will be further away.

16 MR. JERET: Plan A says 19 feet one and a
17 half inches.

18 CHAIRMAN KEILSON: We were looking at plan B,
19 actually.

20 MR. JERET: Are we rejecting plan A and going
21 on plan B? I'm getting confused.

22 CHAIRMAN KEILSON: We're not rejecting
23 anything yet. As Mr. Macleod outlined, plan B was
24 the one that the Board had expressed some measure
25 of support for when we last closed the hearing.

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1 MR. JERET: Okay. So that would be three and
2 a half feet.

3 CHAIRMAN KEILSON: It will be 21 foot.

4 MR. JERET: As opposed to 25. So like three
5 and three-quarter feet.

6 CHAIRMAN KEILSON: Again, to go back to the
7 plan that was originally proposed which you gave
8 your blessing to which was 19.8.

9 MR. JERET: Right. No, that was only at the
10 study alcove. That wasn't the rest of the
11 building.

12 CHAIRMAN KEILSON: That's true.

13 MR. JERET: It was only a small piece of the
14 building. And again, there was a strong need
15 there. You know, we're trying to figure out the
16 need for a variance. You know, we don't grant
17 variances helter skelter. We grant variances
18 because there's a need. The need did not exist a
19 month ago, and the need has been created for more
20 space than he needed in January. I'm confused. I
21 don't see where that need all of a sudden was
22 born. He lost two feet to the right and needs
23 five feet to the left. It just doesn't make
24 sense. And then you want to add a study alcove on
25 top of that.

1 CHAIRMAN KEILSON: I mean, we do have to take
2 into consideration that by regulation the side
3 yard can be not less than 15 feet.

4 MR. JERET: Right, and the aggregate 35.

5 CHAIRMAN KEILSON: Right. So in fact he's
6 going to be 21 from your property.

7 MR. JERET: Again, let's go on to some of the
8 other concerns.

9 MEMBER HENNER: No, let's focus on that for a
10 second, because he's asked you a question and you
11 want to move on. If the side-lot requirement is
12 15 feet and it's --

13 CHAIRMAN KEILSON: 21.

14 MEMBER HENNER: -- 21, you're objecting to it
15 even though it's more than the requirement. I'm
16 not following.

17 MR. JERET: Part of it was that we had an
18 agreement that he would not do this. That
19 agreement was violated. We had -- you know, I was
20 trying not to have to come here. He said that he
21 would have a study alcove bump-out, he would move
22 the house straight back. I said that's okay. You
23 know, I felt I was giving in, he felt he was
24 giving in, and I think that's called compromise,
25 and I think that was very reasonable. That's no

1 longer what's being proposed.

2 CHAIRMAN KEILSON: Well, I mean, again, just
3 for the record and I know --

4 MR. JERET: Again, the study alcove bump-out
5 is going to be added on top of that.

6 CHAIRMAN KEILSON: Again, you weren't here.
7 We understand the circumstances why you weren't
8 here, but at the same time there was a lot of
9 discussion that evening, a lot of questions were
10 raised, and the Board felt very strongly that the
11 proposed right side side yard was just
12 unacceptable. So that is a byproduct of a lengthy
13 hearing that evening, okay. You have to take it
14 in context. So I think as far as the side -- as
15 far as the side yard affecting you, it's actually
16 -- it's certainly within code.

17 MR. JERET: Well, it's not the 35-foot
18 aggregate.

19 CHAIRMAN KEILSON: No, I understand. But in
20 terms of the 15 feet from your side, from your
21 yard, I think -- I don't think the argument is
22 that strong on your part.

23 MR. JERET: Okay, I'll continue.

24 CHAIRMAN KEILSON: Please.

25 MR. JERET: The other issue is the question

1 of the privacy of my pool in the backyard. The
2 Sterns were kind enough -- or Mr. Macleod was kind
3 enough to eliminate a large picture window in
4 September which I certainly appreciated. I said
5 he could frost it if he wants, as long as my
6 privacy would be maintained, and I thought that
7 that was a very reasonable accommodation and
8 compromise. He preferred to take it out
9 aesthetically; that's certainly his prerogative.

10 My concern though is for the deck. Right now
11 his deck is about 50 feet from the property line,
12 and he wants to bring it 35 feet closer, and
13 that's in direct line with my pool. The current
14 deck is all the way down. My half of his house --
15 my half of his house doesn't even have any deck.
16 It's all the way at the other end. Now he wants
17 to bring the deck all the way over to my end, and
18 now that we're adding the six extra feet he wants
19 to move it six extra feet closer to me as well.
20 This is on the second level and it's about ten
21 feet off the ground and it's in direct line of my
22 swimming pool and my hot tub. So that's again one
23 of the reasons why I had concern and wanted, you
24 know, the trees planted or the deck cut down.

25 Since he refused to -- since he no longer is

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1 willing to guarantee the trees, the other
2 alternative I would propose to the Board is to
3 have him take 20 feet off that side of the deck so
4 we could sort of split the difference. He was 50
5 feet away, he will be 30 feet away.

6 CHAIRMAN KEILSON: The trees would give you
7 the privacy that you are seeking?

8 MR. JERET: Twenty feet would. If a deck is
9 ten feet off the ground and a person stands, let's
10 say, five feet with their eyes, you know, 14 feet
11 is barely enough, especially because trees get
12 pointed. Twenty-foot trees are not guaranteed to
13 even be available, and that's the reality that we
14 had discussed previously. And again, if he were
15 to indent the deck or make the deck --

16 MR. GOLDMAN: I don't mean to interrupt, but
17 maybe I could just save some time.

18 Mr. and Mrs. Stern are more than willing to
19 continue to meet the commitment in terms of the
20 trees. There are no 20-foot trees from what I
21 understand, but there are 14-foot trees that would
22 grow to be 20-foot possible.

23 MR. JERET: This is not the agreement.

24 MR. GOLDMAN: There's no obligation to sign
25 agreements, et cetera. And in terms of neighbors,

1 perhaps words like duplicitous are being used, so
2 people are reluctant. We're here nonetheless in
3 front of this Board. The retaining wall is being
4 retained, and maintained. That's an issue that
5 was promised.

6 CHAIRMAN KEILSON: That you indicated you
7 would follow through with.

8 MR. GOLDMAN: Correct. It happens to be on
9 the Sterns' property but to the extent that it's
10 again an accommodation it was a commitment that
11 was made and there's no reason not to. And
12 certainly in terms of the trees, that was a
13 commitment that was made, not 20 foot, but 14 with
14 the expectation that they would grow, and that's
15 certainly still there. So I just wanted to
16 interrupt because a lot of this is predicated on
17 not those commitments.

18 CHAIRMAN KEILSON: Actually, the letter of
19 November 22nd committed to by the Sterns that they
20 will fulfill that.

21 MR. GOLDMAN: Absolutely. And there was some
22 question as to whether the other side was going to
23 sign letters. So the advice was to come here and
24 to make the commitment to you on the record.

25 CHAIRMAN KEILSON: Fine.

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1 MEMBER GOTTLIEB: Mr. Goldman, the retaining
2 wall that you're referring to, of course I can't
3 see behind the house, the retaining wall does that
4 hold plants?

5 MR. STERN: No.

6 MR. JERET: Can I explain it? I've been
7 living there for 20 years. There's a retaining --
8 the Sterns have a split and mine is a high ranch.
9 If you put those two next to each other, to get a
10 high ranch you have to dump a whole bunch of dirt
11 and you need something to hold it up. Right
12 opposite this driveway is that retaining wall
13 that's holding up the dirt and is holding up my
14 house. The person who designed it originally 50
15 years ago should be strung up by his toenails
16 because it's a very poor design. But that's
17 neither here nor there; that's what we have to
18 live with.

19 That retaining wall was on my property on the
20 original survey when I bought my house. It was on
21 my property on a subsequent survey. But the most
22 recent survey has it moving one foot over towards
23 the right and it's now on Mr. Stern's property.

24 MEMBER GOTTLIEB: So it's his burden.

25 MR. GOLDMAN: So it's his retaining wall.

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1 Nevertheless, it might be of some help, if you
2 want we have a survey that shows it.

3 CHAIRMAN KEILSON: We'll come to that in a
4 moment.

5 MEMBER HENNER: Can I ask question?

6 CHAIRMAN KEILSON: Sure.

7 MEMBER HENNER: There seems to be a math
8 question here. I'm not clear on it and math
9 should be pretty straightforward. I was under the
10 impression that everything was being moved over
11 two feet closer, but I'm hearing six feet. So is
12 it six feet or is it two feet?

13 MR. MACLEOD: Can I address this?

14 MEMBER HENNER: Yeah, please.

15 MR. JERET: My question.

16 MEMBER HENNER: Yours was a statement. I'm
17 asking a question. I want to find out.

18 MR. JERET: I wasn't allowed to address
19 Mr. Macleod.

20 MR. MACLEOD: I'd be happy to go through each
21 one of these numbers one inch at a time. I would
22 be happy to give you a math lesson because I'm
23 very accurate with my numbers, and I can assure
24 you that this house --

25 CHAIRMAN KEILSON: Why don't you respond to

1 Mr. Henner's question.

2 MR. MACLEOD: Basically, everything that I
3 said previously is correct. The Building
4 Department has reviewed it, and I've looked for
5 them also for confirmation of what I described as
6 being honest and truthful. And we are intending
7 only in version B to move the bulk of the house
8 two feet towards this neighbor, and we're actually
9 reducing the projection of the study alcove from
10 five and a half feet to two feet, so the net
11 result of that is the 19-foot-8 which was in our
12 previous meeting, the 19-foot-8 to the study
13 alcove has changed to 21 foot one and a half, a
14 greater setback. And the bulk of the house which
15 in our previous meeting and at our first meeting
16 also was at 25 foot one and a half inches from the
17 left-hand property line is now 23 feet one and a
18 half inches which is a difference of only two
19 feet. Nowhere is it six feet.

20 MEMBER GOTTLIEB: So it is two feet closer,
21 actually, the bulk of the house.

22 MR. MACLEOD: The bulk is. But the actual --

23 MEMBER WILLIAMS: The alcove is less, the
24 bulk of the house is more?

25 MR. MACLEOD: Correct.

1 MEMBER HENNER: So we're all clear, I mean,
2 so what he's proposing here in plan B is two feet
3 closer to your property; am I right?

4 CHAIRMAN KEILSON: The bulk of the house.

5 MEMBER HENNER: The bulk of the house is two
6 feet.

7 MR. JERET: Are we talking about plan A or
8 plan B?

9 MEMBER HENNER: Plan B. Plan B is two feet
10 closer to your property than plan A which you
11 approved.

12 CHAIRMAN KEILSON: No.

13 MR. JERET: No, I never approved plan A.

14 MEMBER GOTTLIEB: The prior plan.

15 CHAIRMAN KEILSON: The prior plan.

16 MEMBER HENNER: The prior plan. Plan A is
17 the prior plan.

18 CHAIRMAN KEILSON: No, no.

19 MR. JERET: He's using the study alcove as
20 the border. What happened initially was he was
21 going to keep the house exactly where it is and
22 add a study alcove. So if you add a five-foot
23 study alcove, does that mean you're moving your
24 whole house five feet towards me or just the
25 little portion? It's just the little portion.

1 Now he wants to move the entire house five feet
2 towards me and then add two feet for the study
3 alcove which means the study alcove is three feet
4 smaller.

5 MEMBER HENNER: No, that's not what he just
6 said.

7 MR. JERET: Then I misunderstood it. Okay.
8 Let me hear it again because I haven't had a
9 chance to digest this.

10 MEMBER GOTTLIEB: Let's go over the numbers
11 again. The bulk of the house was 23 feet -- was
12 25 one and a half, and now it's 23 one and a half.
13 The bulk of the house excluding the alcove is two
14 feet closer.

15 MR. JERET: The bulk of the house was 24
16 eight on the plan submitted in January.

17 MR. MACLEOD: That's the existing house.

18 MR. JERET: In January that was the plan
19 submitted.

20 CHAIRMAN KEILSON: No, the proposed.

21 MR. JERET: That was not, okay. Then that's
22 my error, okay.

23 MR. MACLEOD: It was 25 foot one and a half
24 on the plans dated January 4th, 2012. The survey
25 of the existing property shows the existing house

1 at 24 feet 8. So the proposed plans were actually
2 moving it five and a half inches away from your
3 house.

4 MR. JERET: Okay, so the proposed plan --

5 MR. MACLEOD: At the suggestion of the Board
6 at the previous meeting one of their suggestions
7 was to alleviate some of the height setback ratio
8 issues on the right-hand side was to move the
9 house four feet to the left, towards you. My
10 client and myself considered this to be perhaps a
11 little bit too much of an imposition in your
12 direction and we suggested reducing the house by
13 two feet and only moving it two feet towards you.

14 MR. JERET: So the original proposal was 25
15 feet away from my property line.

16 MR. MACLEOD: The bulk of the house.

17 MR. JERET: For the bulk of the house. And
18 now you're doing 21 feet.

19 CHAIRMAN KEILSON: 23 feet.

20 MEMBER WILLIAMS: Only to the alcove.

21 MR. JERET: No, no, forget the alcove. I'm
22 talking about the bulk of the house. Originally
23 it was 25 feet.

24 CHAIRMAN KEILSON: And now it's 23.

25 MR. JERET: Now plan B is 21 feet and plan A

1 is 19 feet.

2 MEMBER WILLIAMS: 23 to the bulk, 21 to the
3 alcove.

4 MEMBER GOTTLIEB: You're looking to the
5 alcove.

6 MR. JERET: Okay, I got you. That's why it
7 was confusing. Usually bay windows don't even
8 count.

9 CHAIRMAN KEILSON: Why don't you continue.

10 MR. JERET: The last important concern is
11 regarding the retaining wall. The code is that
12 you're going to have a non-front facing garage,
13 you need 30 feet to be able to turn in in a single
14 maneuver, turn backward and then pull out. The
15 turning radius of an Escalade, Mr. Macleod, is 39
16 feet. The turning radius of a Maxima,
17 Mr. Macleod, is 40 feet. Now, this is going to be
18 19 feet away or 18 feet away.

19 MR. MACLEOD: The radius or --

20 MR. JERET: The radius.

21 CHAIRMAN KEILSON: Hold it. Just direct your
22 comments here.

23 MR. JERET: So the turning radius is -- we'll
24 use 40 feet just to make the math easier.

25 MR. MACLEOD: I believe the radius you're

1 referring to is actually the outer line of the
2 circle.

3 CHAIRMAN KEILSON: Mr. Macleod, please.

4 MR. GOLDMAN: Mr. Macleod, just answer the
5 Board, please.

6 MR. JERET: So when you also calculate the
7 turning radius, if there are any walls you have to
8 take -- again, when you're turning, not if you're
9 pulling straight in, you have to allow three extra
10 feet near any wall. And again, the retaining wall
11 is of great concern to me so you have to add three
12 feet because of the retaining wall on that side.
13 So if you are going to turn into a side-entrance
14 garage, you would need a 43-foot turning circle
15 roughly; one foot less for an Escalade compared to
16 a Maxima. So this is not -- this garage is not --
17 you know, the Board can grant a variance based on
18 the laws of Lawrence, but not the laws of physics.
19 It's physically impossible to pull into that
20 garage.

21 MEMBER GOTTLIEB: Okay.

22 MR. JERET: I reviewed this with Mr. Ryder as
23 well.

24 CHAIRMAN KEILSON: Mr. Ryder, is there any
25 issue in terms of the turning radius?

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1 MR. RYDER: There is that possibility.

2 CHAIRMAN KEILSON: Depending on the size of
3 the car?

4 MR. RYDER: Yes.

5 MEMBER WILLIAMS: You can't do it at all or
6 in one shot?

7 MR. RYDER: It would have to be a three-point
8 turn.

9 MEMBER WILLIAMS: You can do it, you can get
10 the car in.

11 MEMBER GOTTLIEB: As a point of reference,
12 and Mr. Stern, just correct me if I'm wrong,
13 you have two vehicles, one is an Escalade and one
14 is a Maxima? You currently have a side-entry
15 garage?

16 MR. STERN: Yes.

17 MEMBER GOTTLIEB: That is approximately the
18 same as it's going to be in the new construction,
19 maybe one foot less?

20 MR. STERN: You have to ask the architect.

21 MEMBER GOTTLIEB: Currently you're 24.8,
22 correct?

23 MR. MACLEOD: Correct.

24 MEMBER GOTTLIEB: And you're going to be 23
25 one and a half?

1 MR. MACLEOD: Correct.

2 MEMBER GOTTLIEB: If you're able to get your
3 car in and out of the garage, you probably can't
4 anyway, but you said you're not going to use the
5 garage, and you're supposed to be able to use the
6 garage, but the fact is that you're really not
7 changing the current conditions. So if you're not
8 using the garage now, why do you have to -- I
9 understand we want things to be in compliance, but
10 as a matter of practicality and if the house is
11 the way it is now and it doesn't work, it's not
12 going to be any better with the new house.

13 MEMBER WILLIAMS: And I want to add that
14 Mr. Ryder just said it's possible to get the car
15 in, you just have to go back and forth. It's not
16 impossible to get the car in. If it was
17 impossible to get the car in you wouldn't call it
18 a garage.

19 MEMBER GOTTLIEB: What I'm getting at is it's
20 pretty much the same existing condition as it is
21 for most of the houses in Harborview which have a
22 side-entry garage.

23 MEMBER WILLIAMS: It's not impossible to get
24 the car into the garage. If it was impossible you
25 couldn't call it a garage because it wouldn't be a

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1 garage. But it is possible to get it in just with
2 a little bit more difficulty.

3 CHAIRMAN KEILSON: Continue.

4 MR. JERET: No, again, I don't think that we
5 could even do it with an extra turn. When you and
6 I spoke, you acknowledged that you weren't quite
7 familiar with all the details of turning radiuses.
8 I would posit that it actually is impossible. I
9 mean, the current situation is impossible.
10 Mr. Stern and his wife have never parked in their
11 garage for the nine years that they're living
12 there.

13 CHAIRMAN KEILSON: So why are we raising it
14 as an objection?

15 MR. JERET: Because my concern is that
16 they're going to start doing it. And then that's
17 my concern.

18 By the way, eliminate the garage. Let him
19 move the study down there.

20 CHAIRMAN KEILSON: That's not acceptable.

21 MR. JERET: Let him put a bedroom down there.
22 That's all fine. My concern is protection of the
23 retaining wall.

24 CHAIRMAN KEILSON: That's a legitimate
25 concern and we have to be concerned about making

1 sure that happens.

2 MR. JERET: You have a similar problem, by
3 the way. This is not the first time we are
4 inventing the wheel. The same problem is right
5 across the street with the Spiegel residence. The
6 Spiegel residence had a side-entry garage, and
7 they realized that they wanted to use their garage
8 and there would just physically be no way to
9 actually get the car in. And Mr. Macleod designed
10 that house and he solved that problem.

11 CHAIRMAN KEILSON: Dr. Jeret, please.

12 MR. JERET: He solved that problem by moving
13 it to a front-entrance garage. By moving it to a
14 front-entrance garage, what it does is it protects
15 my retaining wall, it eliminate hundreds of square
16 feet of asphalt, it gets rid of their surface
17 coverage problem, and instead of paving paradise
18 to put up a parking lot you actually have a house
19 that is compliant as far as the garage, as far as
20 the surface coverage, as far as protecting my
21 retaining wall. He's not losing one square inch
22 of functional space in his entire house and what
23 it's doing is it's eliminating the variance.

24 CHAIRMAN KEILSON: But at the same time on
25 January 19th you signed the letter approving the

1 previous plan. By your same argument he couldn't
2 use the garage on January 19th.

3 MR. JERET: Right. I did not -- but January
4 19th he guaranteed my retaining wall in writing.
5 It's a legal document.

6 CHAIRMAN KEILSON: Well, let us deal with
7 that.

8 MR. JERET: That's my concern. I mean, if he
9 signed it now, then I don't care what he does with
10 his garage.

11 CHAIRMAN KEILSON: Fine. So very good.

12 MR. JERET: That would be fine. You know, on
13 the advice of counsel I need these things signed
14 before I can remove an objection. I offered it to
15 him. You know, I called him up, I tried. I did
16 my very best.

17 CHAIRMAN KEILSON: I understand. Is there
18 anything else you wanted to raise at this point?

19 MR. JERET: Again, since you're required to
20 approve the minimum variance necessary to meet the
21 legitimate need, there is a way to do this by just
22 moving the garage to the front protecting my
23 retaining wall, putting in six trees, cutting down
24 -- or cutting down the deck a little bit, either
25 way would be reasonable for me. And I've done,

1 you know, just a quick sketch that I'll present to
2 the Board outlining that. I don't think that this
3 would be a hardship on the Sterns. It may not be
4 everything they could dream of, but it wouldn't
5 take away any of the legitimate needs. If they
6 need more space, they could extend backwards
7 toward Rock Hall Road, it's a victimless crime,
8 rather than extending laterally towards me. I
9 don't understand the pressing need. The only way
10 we could possibly gain the extra square footage
11 that we desperately need because 8,800 square
12 feet is not enough, we need 9,000, is moving
13 toward Jeret. I think they could move toward Rock
14 Hall Road and accomplish the same thing. I don't
15 see the pressing need to extend only in my
16 direction.

17 MEMBER HENNER: Wasn't the square footage
18 reduced?

19 MR. JERET: I don't know. But it's still in
20 the rough area of 9,000.

21 CHAIRMAN KEILSON: It was reduced.

22 MR. JERET: Yeah. Again, I don't care how
23 much square footage she has. I just care how much
24 it's facing towards me.

25 CHAIRMAN KEILSON: Anything else, Dr. Jeret?

1 Anything else you want to raise?

2 MR. JERET: No. I thank you very much for
3 your consideration.

4 CHAIRMAN KEILSON: Okay, thank you.

5 Let's address what I consider to be the easy
6 things. There was a letter that was drafted and
7 signed by your client with commitments as far as
8 the trees. Let me see if the retaining wall is in
9 here.

10 MR. STERN: It's two separate letters.

11 MR. JERET: I have two new copies here if it
12 please the Board (handing).

13 CHAIRMAN KEILSON: All right.

14 So one letter is the commitment on the trees
15 and the second letter is the commitment on
16 maintaining the retaining wall as it is currently
17 and during the construction stage or
18 post-construction stage. Does your client stand
19 ready to sign those commitments?

20 MR. GOLDMAN: Yes. I think, just so the
21 record is clear, in terms of the -- he was always
22 willing to do this. There was never any reason
23 not to.

24 CHAIRMAN KEILSON: Good.

25 MR. GOLDMAN: The personalities have been

1 involved, and I think the Board is cognizant of
2 the personality element that's entered into this
3 application.

4 CHAIRMAN KEILSON: The atmospheric
5 conditions.

6 MR. GOLDMAN: That is correct.

7 Nevertheless, certainly in terms of the
8 commitment to the retaining wall and the
9 commitments for the trees, no problem whatsoever.

10 I think it's been reflective from the
11 beginning that there's always been a spirit of
12 accommodation and compromise. That's why we're
13 back here today and even went through two new
14 plans, et cetera. So nevertheless, I think we've
15 addressed every issue. Is everybody happy and
16 satisfied? That's what makes your position so
17 difficult, but nevertheless --

18 CHAIRMAN KEILSON: Thank you.

19 MR. GOLDMAN: But notwithstanding that, every
20 accommodation that's going to be made has been
21 made.

22 CHAIRMAN KEILSON: Okay.

23 MR. JERET: And I just want to say,
24 unfortunately, Mr. Goldman did not approach me
25 with this and that would have obviated the need.

1 CHAIRMAN KEILSON: This is not the proper
2 forum.

3 MR. JERET: I understand.

4 CHAIRMAN KEILSON: I appreciate what went on.
5 Any questions from any of the Board members?

6 Okay, speaking for myself, we had a very long
7 session last time, and I know that we asked you to
8 do certain things which you were not necessarily
9 happy about. I think you went a long way in terms
10 of accommodating the pleasures of the Board and
11 concerns of the Board both on behalf of the
12 neighbor on the left, Dr. Jeret, and also
13 Mr. Weingarten, although he had not expressed
14 concerns. We felt over all in terms of the
15 Village and everything that we value that it was
16 important to accommodate, you know, these areas.

17 And so I personally feel that the
18 accommodations are appropriate, and I think in
19 terms of the concerns of Dr. Jeret, I think by
20 signing these letters and these commitments I
21 think it will go a long way towards ameliorating
22 that.

23 And as far as the concern about the garage, I
24 think we already heard the presentation that the
25 garage is not presently used and it's really not

1 that dramatically different from the proposal
2 which had already been accepted by Dr. Jeret
3 previously in his January 19th letter. So from my
4 vantage point I'm comfortable that under plan B
5 we've done everything that we can at this point to
6 satisfy as best we can all the parties concerned,
7 and certainly our concerns and the normal criteria
8 that we view in terms of the benefit of the
9 variance to the applicant as weighed against the
10 health, safety and welfare of the neighborhood. I
11 personally will support the application.

12 MR. GOLDMAN: And just so the record is
13 abundantly clear, I'm withdrawing their plan A.

14 CHAIRMAN KEILSON: Right.

15 MR. GOLDMAN: And the application that is
16 before the Board and that which the Building
17 Department has seen, assuming the Board were to
18 vote in favor, that will be plan B and plan be
19 exclusively.

20 CHAIRMAN KEILSON: Okay.

21 MR. GOLDMAN: And if you want -- if the Board
22 would want, we're prepared to sign the letter,
23 although we'll make that commitment on the record,
24 but whatever gives a comfort level to all parties.

25 CHAIRMAN KEILSON: Absolutely. And we would

1 like the Building Department to ensure the
2 limitation both in terms of the trees and
3 maintaining the trees thereafter, because that can
4 always become an issue. And certainly, the
5 retaining wall which is of serious concern to the
6 neighbor.

7 MR. RYDER: On that, Mr. Chairman, with the
8 condition regarding the trees, did they say type
9 and how many?

10 CHAIRMAN KEILSON: Let's see.

11 MEMBER GOTTLIEB: Leyland cypress, and the
12 numbers and the size.

13 CHAIRMAN KEILSON: Leyland cypress, and the
14 numbers and the heights.

15 MR. STERN: It's 14 feet.

16 MR. JERET: 20 if available, 14 is
17 reasonable.

18 CHAIRMAN KEILSON: Five Leyland cypress
19 trees.

20 MR. RYDER: Five?

21 CHAIRMAN KEILSON: Five. You'll have the
22 letter.

23 MR. GOLDMAN: The letter has been made part
24 of the record.

25 CHAIRMAN KEILSON: Absolutely. So we're

Stern - 2/16/12

1 just don't have the time.

2 CHAIRMAN KEILSON: Two years?

3 MR. GOLDMAN: Two years.

4 MEMBER WILLIAMS: Building Design.

5 MR. GOLDMAN: Let the record reflect that the
6 letters are being signed. It's being signed by
7 Mr. Stern.

8 MR. STERN: My wife will sign it when she --

9 MR. GOLDMAN: The reality is that the
10 applicants are making the condition that's
11 conditioned on the variance, a gracious gesture.

12 Two years, Mr. Chairman, and of course,
13 before the Board of Building Design.

14 CHAIRMAN KEILSON: Thank you.

15 MR. GOLDMAN: Thank you.

16 (Whereupon, the hearing concluded at
17 8:34 p.m.)

18 *****

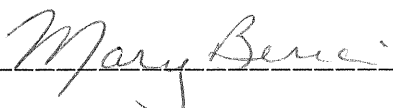
19 Certified that the foregoing is a true and
20 accurate transcript of the original stenographic
21 minutes in this case.

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MARY BENCI, RPR
Court Reporter

1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Lawrence Yacht and Counrty Club
4 101 Causeway
5 Lawrence, New York

6 February 16, 2012
7 8:34 p.m.

8 APPLICATION: Weissman
9 22 Larch Hill Road
10 Lawrence, New York

11 P R E S E N T:

12 MR. LLOYD KEILSON
13 Chairman

14 MR. EDWARD GOTTLEIB
15 Member

16 MS. ESTHER WILLIAMS
17 Member

18 MR. MARK SCHRECK
19 Member

20 MR. LESTER HENNER
21 Member

22 MR. THOMAS V. PANTELIS, ESQ.
23 Village Attorney

24 MR. THOMAS RIZZO
25 Building Department

MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

1 CHAIRMAN KEILSON: The matter of Weissman.

2 MR. NAJMAN: Lee Najman, I represent Avram
3 and Elana Weissman, who have put in an application
4 for nothing so complicated. Basically, a
5 three-bedroom addition; two-bathroom,
6 three-bedroom addition to an existing house on
7 22 Larch Hill. They've been living there about
8 seven years. Their family is growing. As a
9 matter of fact, their family is growing tonight.
10 She is in the hospital tonight.

11 CHAIRMAN KEILSON: That's why you were
12 delayed? You're the architect?

13 MR. NAJMAN: No, I'm the designer. So the
14 architect of record --

15 CHAIRMAN KEILSON: I see. Does the designer
16 goes to the maternity ward also?

17 MR. NAJMAN: I also go to the bris.

18 MEMBER WILLIAMS: Was the baby born yet or in
19 the process?

20 MR. NAJMAN: That was those phone calls
21 coming in.

22 MEMBER GOTTLIEB: They have presented need.

23 MR. NAJMAN: I've prepared a board if you
24 think it might be easier to relate to what we're
25 talking about.

Weissman - 2/16/12

1 CHAIRMAN KEILSON: No, we've studied them.
2 We're a hot Board.

3 MR. NAJMAN: There are three major -- four
4 major issues here which we're asking relief from.
5 The main one probably being the surface area
6 issue, but I'd like to return to that at the end
7 and talk about the three other items.

8 The first one would be the side-yard setback
9 issue. The extension additions on the second
10 floor with the existing house over the garage.
11 The two feet that we're asking for to go beyond
12 the setback at 15 feet that's required by code
13 will make the ability to have three bedrooms, two
14 bathrooms just a little bit more usable, and
15 usually in a case for families that live here kids
16 come back and bedrooms become multiuse down the
17 road. So those two feet, while it may not sound
18 like much, are in fact pretty critical here. So
19 that's the requested relief on that factor.

20 That same issue which is, of course, in
21 212-12-1, that creates the side-yard aggregate
22 problem because the two feet there then reduce the
23 aggregate two feet, you know, the aggregate of two
24 feet, and simultaneously the side-yard height
25 ratio issue comes into play. Now, that doesn't

1 have to come into play, but in this case we feel
2 pretty strongly that in order to maintain the
3 architectural feeling of the house and the basic
4 nature of the roof lines and all of that exists
5 that in order to compromise the roof lines and
6 create a shed or some sort of modified roof on
7 that end of the extension would not be
8 particularly attractive. So once again, that two
9 feet overhanging is creating the aggregate
10 problem, is creating the side yard sky plane
11 exposure or height setback ratio and that's
12 fundamentally what we're asking relief from.

13 In the matter of the surface area, we
14 understand and the client understands that this is
15 an excessive situation which they bought into
16 seven, eight years ago.

17 CHAIRMAN KEILSON: It was pre-existing.

18 MR. NAJMAN: That's correct. So the lot
19 coverage as it is right now which is pushing
20 71 percent is excessive, and we're aware of that.
21 But again, it's a pre-existing condition. They
22 did not do anything to exacerbate that. They
23 bought the house with the pool and the patio and
24 driveways and all of that. Their sensitivity
25 towards this matter and the feeling that the

1 community has about this we're going to suggest
2 and recommend that to the extent that the two-foot
3 overhang is going to encroach on the side yard,
4 they would be willing to reduce the land coverage
5 by removing some of the patio to the same amount
6 to keep the number sort of the same as a gesture
7 of good faith. So that the numbers having to do
8 with the surface area will be reduced somewhat,
9 and that's what we are here for.

10 CHAIRMAN KEILSON: I think it's very
11 important to delineate exactly what you're talking
12 about, so whatever we approve is what you'll live
13 by. Do you have the numbers? All you do is give
14 us the numbers.

15 MR. NAJMAN: Oh, okay. The numbers -- what
16 basically happens is a two-foot by 37 overhang
17 works out to be 74 square feet, but they're
18 willing to take out 100 square feet. So that will
19 come out of the north side of the patio that's
20 around the swimming pool. There's a section there
21 that's broken off, if you would like to see it on
22 here, or I can show you on there, and that will be
23 eliminated and it will be documented with the
24 building inspector prior to us filing for a final
25 set of plans.

1 CHAIRMAN KEILSON: So in essence, you're
2 reducing the surface coverage by 100 square feet.

3 MR. NAJMAN: That's correct.

4 CHAIRMAN KEILSON: Fine. Anything else?

5 MR. NAJMAN: I just hope the baby is healthy.

6 MEMBER GOTTLIEB: Could you show me the
7 picture. I mean, you went through all that work.
8 I'd like to --

9 MR. NAJMAN: Yeah. It's not that much work.
10 I mean, basically, it's a reproduction of the
11 pictures that you already have. The elevations
12 which are showing really the two-foot overhang.

13 MEMBER GOTTLIEB: The two-foot overhanging
14 is --

15 MR. NAJMAN: It's strictly on the south side.

16 MEMBER GOTTLIEB: When you're looking at the
17 front.

18 MR. NAJMAN: When you're looking at the front
19 of the house you're seeing that. So that's the
20 two-foot overhang.

21 MEMBER GOTTLIEB: The overhang is the soffit?

22 MR. NAJMAN: The overhang is essentially the
23 soffit, but to be honest and truthful about it,
24 that two feet does allow us to pull in about 18
25 inches of space into the second story which is, as

1 I said before, somewhat critical.

2 MEMBER GOTTLIEB: Okay, fine.

3 MR. NAJMAN: And that's the floor plan and
4 the site plan.

5 CHAIRMAN KEILSON: Thank you for being open
6 and honest.

7 Okay, any further questions from the Board?

8 Anyone in the audience who wants to speak to
9 this matter?

10 In consideration of the statutory criteria
11 for variances in evaluating it, Mr. Schreck.

12 MEMBER SCHRECK: I'm going to vote for.

13 CHAIRMAN KEILSON: Mr. Gottllieb.

14 MEMBER GOTTLIEB: I'll vote for.

15 CHAIRMAN KEILSON: Mrs. Williams.

16 MEMBER WILLIAMS: For.

17 CHAIRMAN KEILSON: Mr. Henner.

18 MEMBER HENNER: For.

19 CHAIRMAN KEILSON: And I will vote for as
20 well.

21 MR. NAJMAN: Thank you very much.

22 CHAIRMAN KEILSON: And you will have two
23 years and you have to go to the Board of Building
24 Design.

25 MR. RYDER: Correct.

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1 MR. NAJMAN: May I just ask a question?

2 CHAIRMAN KEILSON: Of course.

3 MR. NAJMAN: In a situation like this I
4 understand what the procedure is, but in a case
5 like this do I need to go before the ARB?

6 MR. RYDER: Yes. It's the Board of Building
7 Design here in the Village of Lawrence.

8 MR. NAJMAN: I understand.

9 MR. RYDER: Which is the Architectural Review
10 Board.

11 MR. NAJMAN: Yeah, I realize that.

12 CHAIRMAN KEILSON: Thank you very much.

13 MR. NAJMAN: Thank you very much.

14 (Whereupon, the hearing concluded at
15 8:41 p.m.)

16 *****

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

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MARY BENCI, RPR
Court Reporter

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1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Lawrence Yacht and Country Club
4 101 Causeway
5 Lawrence, New York

6 February 16, 2012
7 8:41 p.m.

8 APPLICATION: Popack
9 350 Longwood Crossing
10 Lawrence, New York

11 P R E S E N T:

12 MR. LLOYD KEILSON
13 Chairman

14 MR. EDWARD GOTTLIEB
15 Member

16 MS. ESTHER WILLIAMS
17 Member

18 MR. MARK SCHRECK
19 Member

20 MR. LESTER HENNER
21 Member

22 MR. THOMAS V. PANTELIS, ESQ.
23 Village Attorney

24 MR. THOMAS RIZZO
25 Building Department

MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

Popack - 2/16/12

1 CHAIRMAN KEILSON: The matter of Popack.

2 MR. GUARDINO: Good evening, Mr. Chairman.

3 Again, good evening, Mr. Chairman, members of
4 the Board. My name is Anthony Guardino. I'm a
5 partner of the law firm of Farrell Fritz,
6 Uniondale, New York. I represent Joseph and Paris
7 Popack in connection with their plans to build a
8 new residence on their property in Lawrence.

9 I have with me today to help me present this
10 application Tom Domanico who is a registered
11 architect. I also have Barry Nelson who is a
12 certified real-estate appraiser. And Mr. Mitchell
13 who is a registered land surveyor. I also have
14 Mr. and Mrs. Popack here to answer any questions
15 that the Board may have.

16 I have produced a book of evidence which has
17 the plans and some aerials and some photographs of
18 things that I'm going to refer to as part of the
19 presentation. I also believe we have some display
20 boards. I apologize, I don't have an easel. If
21 it -- is this okay if I put this out here?

22 CHAIRMAN KEILSON: That's fine.

23 MR. GUARDINO: I'd like to just, you know,
24 make note that we'd like to have the booklet
25 introduced into the record and also the drawings

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1 here. One is the survey of the property which is
2 on the left, and on the right you have an aerial
3 photograph showing the property and the
4 surrounding area.

5 With respect to the application that's before
6 you, in 2011 the Popacks submitted the application
7 to construct a two-story, 7,844 square-foot French
8 style residence on their property which is 4.21
9 acres. The application sought five area
10 variances, and you can see the area variances as
11 part of the denial attached to Exhibit 1, the
12 plans for the house that they want to build.
13 There's an elevation in there before Exhibit 1 and
14 there's also a plot plan so you can see exactly
15 how the house lays out on the property.

16 As the application was originally noticed, it
17 referenced a lot area of 76,324 square feet which
18 then allowed 6,616 square feet of building
19 coverage, and the applicant was proposing or is
20 proposing 7,488 which resulted in an overage --

21 CHAIRMAN KEILSON: Hold it, hold it, hold it.
22 That variance was a variance of seven what?

23 MR. GUARDINO: The proposed square footage of
24 the house, 7,488, resulted in an overage of 872
25 square feet or 13.2 percent variance.

1 MEMBER GOTTLIEB: Are those -- is that -- I'm
2 sorry. Is that different than what was submitted
3 previously? I'm looking at building area coverage
4 of 7,632, and I think you just said 7,488. Did I
5 mishear or did I mis-receive?

6 CHAIRMAN KEILSON: The letter on denial is
7 the variance with your numbers.

8 MR. DOMANICO: I have 7,488 on my plans.

9 MR. GUARDINO: 7,488 was on the plans.

10 MR. PANTELIS: Are you looking at the
11 original denial letter and perhaps the difference?

12 MR. GUARDINO: The denial is wrong. I'm
13 sorry. Is that what you're referring to, the
14 denial letter?

15 CHAIRMAN KEILSON: The code relief sheet.

16 MR. DOMANICO: Thomas Domanico. I'm the
17 architect. Do you need to swear me in?

18 MEMBER SCHRECK: No.

19 MEMBER GOTTLIEB: No.

20 CHAIRMAN KEILSON: No swearing till the end.

21 MR. DOMANICO: The proposed 76,324 we
22 received those numbers because this had been
23 modified and that number had come from the
24 Building Department for us to utilize which
25 generated at 13.2 percent.

1 MR. PANTELIS: Actually, you have a January,
2 25th, 2012 denial which I think is what we've
3 based the advertising on. We believe that's what
4 you based your variance numbers on.

5 MR. DOMANICO: Which is the latest dimension
6 that is, you know, working with the Building
7 Department.

8 MR. PANTELIS: But in the booklet, the bound
9 booklet you have 32,000. We'll ignore that and
10 work off --

11 MR. GUARDINO: The current one referencing
12 the proper square footage.

13 MR. DOMANICO: And the 13.2 is the correct
14 percentage.

15 MR. GUARDINO: Correct. Thank you.

16 What I would like to point out though is that
17 when Mr. Domanico submitted his original plans he
18 was working off of a survey that he had used when
19 he had submitted his original application back in
20 2004, maybe 2003. It was decided in 2004. Since
21 that time, the property had been -- the wetland
22 area had been re-staked by Ronald Abrams,
23 Dr. Abrams back in 2005. And that wetland line
24 was picked up on a more recent survey by
25 Mr. Mitchell which shows a slightly more

1 additional countable square footage. I'll use the
2 word upland square footage. And between that and
3 also in looking at the code it appears that
4 although when you have a driveway that extends out
5 to a public road, you can't count the driveway,
6 there happens to be more area than just the
7 driveway.

8 In other words, this driveway doesn't take up
9 the entire lot. So we were able to add a few more
10 square feet to that. We did exclude the driveway
11 as per the code, but there's -- there's non-paved
12 area which the code says that -- does not say that
13 we have to exclude. So the new number that we
14 came up with for lot area, countable lot area is
15 79,296 square feet, which would then allow 6,765
16 square feet. And again, we're proposing 7,488.
17 There would only be 724 square foot overage, or a
18 10.6 percent variance that's needed. So based on
19 the survey that is here, and I have the
20 surveyor --

21 MR. RYDER: I'm sorry.

22 MR. PANTELIS: Is a new survey being
23 submitted tonight that changes these numbers?

24 MR. GUARDINO: There's a number, yes, there's
25 a number as we were looking at this we -- the

1 survey said look the numbers are slightly
2 different. Plus, to be candid, as we looked at
3 this Tom had just excluded the entire tail or
4 flag, and as per the code we can get credit for
5 it. It's not a lot of square feet, but we kind of
6 need everything we can get here. So we had the
7 surveyor then look at that and add that to the
8 countable area and it bumps it up just slightly.

9 MR. PANTELIS: I think one of the things the
10 Board might have to take into consideration is
11 that you're now being asked to start basing -- is
12 this the only number that's going to change?

13 MR. GUARDINO: That's the number that's going
14 to change, but it does impact not only building
15 coverage, but it will also impact surface area
16 coverage. And if we get to that point, the
17 variance that would be required without going into
18 the details of the specific numbers it takes what
19 was a 3.8 percent variance that we needed for
20 surface coverage and it would bring it down to an
21 overage of just -- we would be only slightly short
22 79 square feet or less that four-tenths of a
23 percent. We still need a variance but very a de
24 minimis variance at that point.

25 MEMBER GOTTLIEB: The proposed coverage stays

1 the same but the permitted is increased? If I'm
2 understanding right. The proposed stays at
3 20,134?

4 MR. GUARDINO: That's correct.

5 MEMBER GOTTLIEB: But the permitted is now up
6 to 20,000 --

7 MR. GUARDINO: Fifty-five is what I come up
8 with under the calculation. It was 19,401 that
9 was allowed as originally denied. With the
10 additional few square feet we're up to 20,055
11 square feet that would be allowed coverage. We're
12 at 20,134, so that's the difference, 79. So we
13 would have a fairly de minimis variance.

14 CHAIRMAN KEILSON: Mr. Ryder.

15 MR. RYDER: I'm speaking with counsel.

16 CHAIRMAN KEILSON: Are you comfortable with
17 that?

18 MR. RYDER: Not really, because the numbers
19 are all changing in the interpretation and review
20 of the code and what's countable for lot coverage.

21 MR. GUARDINO: I understand.

22 MR. RYDER: This part throws me for a loop.

23 CHAIRMAN KEILSON: It's material.

24 MR. GUARDINO: It absolutely is. But it kind
25 of matters to us. So I mean, I don't know how the

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1 Board would like to handle that. I mean, I don't
2 know if the Board wants to hear this, and maybe
3 Mr. Ryder can confirm the numbers afterwards.

4 CHAIRMAN KEILSON: Well, it's very hard to
5 hear something and then --

6 MR. PANTELIS: Would the Board allow just a
7 two-minute conference with counsel?

8 CHAIRMAN KEILSON: I think so.

9 MR. PANTELIS: We'd like to just take a
10 two-minute adjournment.

11 (Whereupon, a recess was taken.)

12 CHAIRMAN KEILSON: Back on the record.
13 Counselor.

14 MR. GUARDINO: I have conferenced with my
15 client and I understand that the Board is not
16 prepared to go forward in light of the fact that
17 we are presenting now some new numbers that are
18 different than the denial, so I think it's
19 probably in the best interests of the entire
20 application to adjourn it and then we'll come back
21 with the numbers, and in the meantime I guess we
22 can work with the Village.

23 CHAIRMAN KEILSON: You can meet with the
24 Building Department.

25 MR. PANTELIS: You may want to have your

1 surveyor, if we are talking about areas, certify
2 or delineate certain areas on the survey if that's
3 going to make a difference.

4 MR. GUARDINO: Like probe it out?

5 MR. PANTELIS: Yeah, prior to meeting with
6 Mr. Ryder and going over it so he can, if
7 necessary, issue the appropriate revisions.

8 MEMBER SCHRECK: Do you want these returned
9 to you?

10 MR. GUARDINO: If you don't mind.

11 MR. PANTELIS: So since this is a
12 continuation, I think we just announced that it
13 will be on March 20th. It's not necessary to send
14 out new notices even though we will re-advertise.
15 Anyone who was -- Mr. Chairman, anyone who had an
16 interest in this application arguably would be
17 here tonight.

18 CHAIRMAN KEILSON: I'm not sure that's -- I'm
19 not sure that's acceptable.

20 MR. PANTELIS: Okay.

21 CHAIRMAN KEILSON: I think we should have
22 notice because of the people that wrote letters
23 who were out of town.

24 MR. PANTELIS: I'm sorry, you're right.

25 MR. PERLOW: My name is Joseph Perlow,

Popack - 2/16/12

1 227 Hollywood Crossing. I'm a neighbor of the
2 Popacks. Based on what I heard tonight, it
3 appears that all of a sudden 3,000 additional feet
4 were created from the wetlands that are no longer
5 wetlands, so that is quite --

6 CHAIRMAN KEILSON: I don't think we should
7 characterize it yet. I think it needs
8 explanation. The numbers don't correspond.

9 MR. PERLOW: The numbers don't correspond.
10 Therefore, I think in terms of asking and in
11 sending out notices it has to be specific because
12 we're talking about different footage. And we
13 have to also have to understand why all of a
14 sudden 3,000 feet were created which haven't been
15 in existence for the last 40, 50 years.

16 CHAIRMAN KEILSON: If the Building Department
17 is in accord with their calculation that will be
18 part of the notice, so it could be an
19 interpretation. It will be an interpretation by
20 the Building Department and perhaps there is some
21 inaccuracy.

22 MR. PERLOW: In order for the Building
23 Department to -- if the lot size until now in
24 terms of usable building space is 76,000 and
25 change, and all of a sudden it's 79,000, although

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1 I'm sure Mr. Mitchell is an excellent surveyor, in
2 view of the Building Department to make certain
3 that that is absolutely correct today in terms of
4 getting another party to make certain that that is
5 absolutely correct given that for the last who
6 knows how many years we've assumed 76,000 feet as
7 opposed to 79,000 feet.

8 CHAIRMAN KEILSON: I think it's a little more
9 complicated than that and I'm certainly not the
10 one to speak about it, but I think whatever they
11 are going to do is going to be highly accurate
12 next time.

13 MR. PERLOW: As long as it's certified and
14 meets the Building Department's requirements at
15 that time.

16 CHAIRMAN KEILSON: Fine.

17 MR. PANTELIS: I think you are right,
18 Mr. Chairman, in the sense that there may now be a
19 new rejection letter, therefore a new denial -- a
20 new advertising based on that.

21 CHAIRMAN KEILSON: And notice to the
22 neighbors.

23 MR. PANTELIS: Correct.

24 CHAIRMAN KEILSON: Okay.

25 MR. GUARDINO: Very well. Thank you very

1 much. Thank you.

2 (Whereupon, the hearing concluded at
3 9:10 p.m.)

4 *****

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

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10 MARY BENCI, RPR
11 Court Reporter
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