

## 1 INCORPORATED VILLAGE OF LAWRENCE

## 2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
5 Lawrence, New York6 September 17, 2014  
7 7:30 p.m.

## 8 APPLICATIONS FOR ADJOURNMENT:

9 Jacobowitz Augenbaum  
43 Lawrence Avenue 64 Lord Avenue  
10 Lawrence, New York Lawrence, New York

## 11 P R E S E N T:

12 MR. LLOYD KEILSON  
Chairman13 MR. EDWARD GOTTLIEB  
14 Member15 MR. MARK SCHRECK  
16 Member17 MS. ESTHER WILLIAMS  
Member18 MR. JOEL GANZ  
19 Member20 MR. THOMAS V. PANTELIS, ESQ.  
Village Attorney21 MR. TOM RIZZO  
22 Building Department23  
24 Mary Benci, RPR  
25 Court Reporter

9/17/14

1 CHAIRMAN KEILSON: All right, good evening,  
2 ladies and gentlemen. Welcome to the Lawrence  
3 Board of Zoning Appeals. Please turn off your  
4 cell phones. If you have need for conversation,  
5 please take it into the hall.

6 We welcome Mr. Tom Rizzo this evening,  
7 sitting in for the Building Department for our  
8 wonderful Chairman Mike Ryder who is out with a  
9 family illness. And we'd also like to welcome an  
10 alternate tonight; Joel Ganz is sitting in for  
11 Lester Henner.

12 Do we have proof of posting?

13 MR. RIZZO: Mr. Chairman, proof of posting  
14 and publication for the public meeting (handing).

15 CHAIRMAN KEILSON: Thank you.

16 Before we begin, I'd just like to make one  
17 comment for the record. It's with great regret  
18 that we announce that tonight will be the final  
19 appearance of Mr. Tom Pantelis as counsel to the  
20 Board of Zoning Appeals. It's difficult to  
21 believe that Tom has elected to choose to retire  
22 in sunny Florida and his daily golf game over his  
23 continued presence on behalf of our Board. It is  
24 equally difficult to capture in words the  
25 professionalism, knowledge and erudition that Tom

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1 has graced us with these past several years. Tom,  
2 your equanimity even under the most trying of  
3 circumstances has served to be a calming influence  
4 when emotions would have otherwise misdirected us.  
5 We cannot thank you enough for your contributions,  
6 and you will be sorely missed. Our offer to fly  
7 you in monthly remains open, and you can feel free  
8 to exercise it. Stay healthy, get bored and  
9 return to us ASAP.

10 MR. PANTELIS: Thank you very much. And  
11 there is such a thing as Skyping, I understand, so  
12 I could do it probably by phone.

13 CHAIRMAN KEILSON: At a 50 percent fee we can  
14 understand that.

15 MR. PANTELIS: I've also tremendously enjoyed  
16 working with this Board. As a zoning attorney  
17 working with boards, and more often on the other  
18 side, what very often is missing on the part of  
19 boards is not only an understanding of the law and  
20 what you're here to do, but also a certain amount  
21 of compassion, which I find that this Board always  
22 tries to inject in its deliberations, keeping in  
23 mind the preservation of the Village and at the  
24 same time trying to accommodate the needs of your  
25 fellow, you know, residents, and that I think is

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1 also to be very much commended. Thank you.

2 CHAIRMAN KEILSON: Thank you very much. How  
3 about the last preamble from counsel.

4 MR. PANTELIS: Well, as far as the applicants  
5 are concerned, one of the things the Board would  
6 like to hear tonight is very specifically the  
7 relief that you're requesting, what you're  
8 required to have, and what you are requesting from  
9 the Board, a little bit about what you perceive is  
10 the need for whatever relief you're asking for.  
11 The Board is very, very familiar with each and  
12 every of the applications, and in most cases they  
13 are familiar with the individual subject  
14 properties and know something about the  
15 topography. So we would just ask you to stay to  
16 that, and hopefully we'll have a short evening.

17 CHAIRMAN KEILSON: From your mouth, yes.

18 The first matter will be an extension request  
19 from Wilson at 1019 New McNeil Avenue.

20 MR. PANTELIS: I think there are adjournments  
21 to announce.

22 CHAIRMAN KEILSON: In case there's anyone  
23 here for that, there's an adjournment request from  
24 Jacobowitz of 43 Lawrence Avenue, requesting an  
25 adjournment to the next available date which would

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1 be October 29th. I assume from the Board's  
2 perspective that's a nonissue.

3 Likewise, Augenbaum of 64 Lord Avenue also  
4 requests an extension from tonight to October  
5 29th. Once again, I'm sure there's no issue in  
6 terms of adjourning it.

7 (Whereupon, the hearing concluded at  
8 7:35 p.m.)

9 \*\*\*\*\*

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

13  
14 Mary Benci  
15 MARY BENCI, RPR  
16 Court Reporter  
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1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
5 Lawrence, New York

6 September 17, 2014  
7 7:35 p.m.

8 APPLICATION: Wolfson  
9 1019 New McNeil 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 MR. MARK SCHRECK  
17 Member

18 MS. ESTHER WILLIAMS  
19 Member

20 MR. JOEL GANZ  
21 Member

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

24 MR. TOM RIZZO  
25 Building Department

Mary Benci, RPR  
Court Reporter

1 CHAIRMAN KEILSON: The matter of Wolfson,  
2 1019 New McNeil Avenue, a request from the  
3 architect for an additional 24 months. They  
4 submitted a letter of explanation regarding some  
5 extenuating circumstances regarding certain cellar  
6 water was found that inhibits construction; the  
7 HVAC system was found to be inadequate; the  
8 elevator needs to be reconfigured. So they're  
9 asking for an additional twenty-four months.

10 Can I hear some discussion from the Board on  
11 that. It's not the first extension that they've  
12 asked for.

13 MEMBER GOTTLIEB: I would consider a 12-month  
14 extension.

15 CHAIRMAN KEILSON: Okay. Does anyone else  
16 from the Board want to comment?

17 MEMBER WILLIAMS: I just want to know if  
18 there's any reason why they would not be able to  
19 complete it in twelve months. Is there anyone  
20 here representing them?

21 CHAIRMAN KEILSON: I don't think there's any  
22 representation.

23 MEMBER WILLIAMS: In that case, I'd say  
24 twelve months.

25 CHAIRMAN KEILSON: In light of the fact we've

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1 had several extensions on this project, I think  
2 we'll extend it for the year, and if the need  
3 arises we'll address it at the time. So from the  
4 Board's perspective, Mr. Schreck.

5 MEMBER SCHRECK: I'm going to vote for the  
6 12-month extension.

7 CHAIRMAN KEILSON: Mr. Gottlieb.

8 MEMBER GOTTLIEB: For.

9 CHAIRMAN KEILSON: Mrs. Williams.

10 MEMBER WILLIAMS: For.

11 CHAIRMAN KEILSON: Mr. Ganz.

12 MEMBER GANZ: For.

13 CHAIRMAN KEILSON: And I vote for as well.

14 (Whereupon, the hearing concluded at

15 7:36 p.m.)

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

19  
20 Mary Benci

21 MARY BENCI, RPR  
22 Court Reporter  
23  
24  
25



1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
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6 September 17, 2014  
7 7:36 p.m.

8 APPLICATION:

Scharf  
15 Keewaydin Road  
Lawrence, New York

9  
10 P R E S E N T:

11 MR. LLOYD KEILSON  
12 Chairman

13 MR. EDWARD GOTTLIEB  
14 Member

15 MR. MARK SCHRECK  
16 Member

17 MS. ESTHER WILLIAMS  
18 Member

19 MR. JOEL GANZ  
20 Member

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

23 MR. TOM RIZZO  
24 Building Department

25 Mary Benci, RPR  
Court Reporter

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1           CHAIRMAN KEILSON: The first matter this  
2 evening is that of Scharf, 15 Keewaydin. Will  
3 they or their representative please step forward.  
4 Please identify yourself for the record.

5           MR. SCHARF: David Scharf. I'm the owner of  
6 15 Keewaydin Road. I'm here representing myself.

7           CHAIRMAN KEILSON: So we've heard the matter  
8 before.

9           MR. SCHARF: Yes. So I want to thank  
10 Chairman Keilson and the rest of the Board for  
11 agreeing to reopen this application. We're here  
12 seeking relief of Section 212-12.1 and Section  
13 212-55.B.

14           The first relief we're requesting is the lot  
15 coverage, which was already granted to us at the  
16 last -- at the last hearing. I guess we're over;  
17 we have an overage of about 300 square feet. The  
18 surface coverage should be 7,132 square feet;  
19 we're actually at 7,432 square feet. So it's an  
20 overage of 300 square feet. Like I said, it was  
21 already granted at the last hearing.

22           Just to reiterate, initially, we had been  
23 granted an overage that was even more than that  
24 because we were going to construct a swimming  
25 pool. We decided to abandon the swimming pool

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1 plan and we went down to a basketball court. So  
2 what we had asked for last time and had been  
3 granted was actually less lot coverage than we had  
4 initially been granted when we got approved for  
5 our home.

6 The second matter that we're dealing with  
7 here is we have another Section 212-55.B that  
8 states that no recreational structure shall be  
9 constructed less than twenty feet from any  
10 property line. So after we had been granted the  
11 last variance, we went ahead and we actually  
12 constructed the basketball court which we thought  
13 was in compliance with this 20-foot setback. A  
14 mistake, an honest mistake was made on our end.  
15 The way the property is situated is the basketball  
16 court is kind of on the left-hand side of the  
17 property, the left rear. So we measured the 20  
18 feet from the two neighbors that it affected,  
19 which is one to the left, which would be Pockriss,  
20 and then Mr. and Mrs. Indig, which would be our  
21 neighbor right behind us on Juniper Circle, which  
22 was the neighbor that we were most concerned with,  
23 which we had discussions with at the last meeting.  
24 Mr. and Mrs. Indig were concerned with the noise  
25 level, so on and so forth.

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1 I guess what we did not take into account is  
2 that the property line kind of is a diagonal, so  
3 there is a point where actually the setback is not  
4 20 feet, it's closer to 15 feet.

5 The other thing I didn't realize was that  
6 because the property behind me belongs to me, I  
7 didn't realize that there was a setback regulation  
8 with regard to my own property line.

9 CHAIRMAN KEILSON: That's the Esplanade  
10 Holding Group 239.

11 MR. SCHARF: Right, which is owned by myself.  
12 So because the property is owned by me, I just  
13 didn't even take that into account. So I guess  
14 the combination of the property line kind of being  
15 on a diagonal, and just not even realizing that I  
16 had to take that into account, you know, it was an  
17 honest mistake that was made. So although it's  
18 compliant with regard to the two neighbors that it  
19 affects, it's not compliant with regard to the  
20 property behind me, like I said which is owned by  
21 me. So we're seeking relief to, you know, reduce  
22 the setback just on that property line from  
23 20 feet to 15 feet.

24 In anticipation of this meeting, I am very  
25 happy that Mr. Indig is here who is I guess the

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1       only neighbor that's really affected by this. And  
2       we've had numerous conversations about, you know,  
3       kids playing in the backyard, so on and so forth,  
4       and noise levels, and he actually came here  
5       tonight to show support for what we've done.

6               And, I guess, just to add onto that, you  
7       know, we've already constructed the court. It  
8       costs a lot of money to move the court. It is not  
9       as simple as just chopping a few feet off because  
10      there's a basketball hoop that was anchored into  
11      the ground, and it's just very, very costly to go  
12      ahead and move it at this point in time.

13             CHAIRMAN KEILSON: Okay. At the last hearing  
14      there was some conversation about the placement of  
15      the pole. Was the pole placed consistent with  
16      whatever was agreed?

17             MR. SCHARF: Yes.

18             CHAIRMAN KEILSON: Obviously, the Board has  
19      to take into consideration that the property at  
20      239 Juniper Circle East may not always be in your  
21      control, and there could be a new neighbor at some  
22      point if you sold off the property. And even if  
23      today you don't object, it could be that it could  
24      be inconvenient to the new neighbor if the setback  
25      is not an appropriate setback.

1           MR. SCHARF: So in anticipation of that, I  
2 would agree to sign something that would state  
3 that if I were to sell the property at any point  
4 in time, which I don't plan to do, but if it ever  
5 happens I would either move the court at that  
6 point in time or have -- before the sale goes  
7 through have the neighbor sign whatever  
8 documentation needs to be signed, you know, that  
9 would basically state that they're okay with the  
10 fact that it's only 15 feet and not 20 feet.

11           CHAIRMAN KEILSON: I think one of the  
12 concerns of the Board is the implementation in  
13 years hence. So normally there can be a request  
14 for some sort of restrictive covenant.

15           Mr. Pantelis, do you want to weigh in on this  
16 to see how we could enforce it?

17           MR. PANTELIS: Well, a restrictive covenant  
18 would be something, a document that would be  
19 recorded so that when a title search was done in  
20 anticipation of a sale the restrictive covenant  
21 would appear and, therefore, there would be a  
22 question raised by a prospective purchaser saying  
23 I see this basketball court has to be removed. So  
24 if you're willing to accept that restriction, keep  
25 in mind that that will run with the land, and when

1       you are -- when you're ready to sell that that's  
2       going to come up as an issue.

3               MR. SCHARF: Well, when you say it will come  
4       up, do they have the ability to -- in other words,  
5       do I have to move it or do they have the ability  
6       to take it along with --

7               MR. PANTELIS: No, I don't think the Board is  
8       going to at that point want to start worrying  
9       about whether a neighbor now consents and so on.  
10       If we're going to have a restrictive covenant,  
11       that would be that that structure is made to  
12       comply or be removed. Or that could be the  
13       alternative too.

14               See, one of the interesting things here, I'm  
15       not sure if the Board notices, that you do have  
16       that angled property line. So at what point --  
17       are you familiar with what point you actually  
18       reach a 20-foot setback on that court?

19               MR. SCHARF: It's at what point on my  
20       property?

21               MR. PANTELIS: Is it fourteen feet, that  
22       number that's indicated here (indicating)? See,  
23       you have the property line widens so at some point  
24       here.

25               CHAIRMAN KEILSON: Off the record.

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1 (Whereupon, a discussion was held off the  
2 record.)

3 MR. SCHARF: We're asking for five feet, but  
4 it's less than four feet.

5 MR. PANTELIS: You might be able to say that  
6 the majority of that line is actually compliant  
7 now with the setback.

8 CHAIRMAN KEILSON: Certainly, the area that's  
9 contiguous to Mr. Indig's property is compliant  
10 and beyond that. As to how far we don't know. I  
11 think the question really becomes is if there's a  
12 restrictive covenant can't they get consent from  
13 the purchaser at that time?

14 MR. PANTELIS: Well, if you want to draw up a  
15 restrictive covenant that's going into effect and  
16 lay out that opportunity, yes, the Board could do  
17 that. What is another alternative which you may  
18 consider at this point, and I don't know what the  
19 screening is along that line, if there's heavy  
20 vegetation, if there are arborvitae or anything  
21 that can just screen it off, and perhaps call it a  
22 day.

23 MR. SCHARF: Well, there are bushes all along  
24 there.

25 MR. PANTELIS: When you say bushes, we think



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1 more traditionally the kinds of screening that  
2 would be, you know, taller arborvitae.

3 MR. SCHARF: I mean, there's a tree, and I  
4 mean, it's pretty significant bushes at this  
5 point, and there's a fence.

6 MR. PANTELIS: You have those options whether  
7 it's a restrictive covenant.

8 CHAIRMAN KEILSON: At that point in time who  
9 knows what's going to be whenever that comes to  
10 pass.

11 MEMBER GOTTLIEB: I have a side question,  
12 which is how did you find out you were not in  
13 compliance? How did it come about that you're  
14 here?

15 MR. SCHARF: I got I think it was a call into  
16 the Village or something, or someone came down to  
17 take a look at it.

18 MR. PANTELIS: Inspect?

19 MR. SCHARF: Yeah.

20 MEMBER GOTTLIEB: And you were notified?

21 MR. SCHARF: I was notified it's not in  
22 compliance, yeah.

23 CHAIRMAN KEILSON: Any other questions from  
24 the Board? If you wanted to change the property  
25 line --

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1 MEMBER WILLIAMS: Go to the Planning Board  
2 and move the property line five feet into the  
3 other property to solve the problem.

4 MR. PANTELIS: I think a restrictive covenant  
5 would ultimately be less punitive than that.

6 MR. SCHARF: I mean, obviously, I'd love for  
7 you to approve it without any covenant, but if  
8 that's the condition I would just request that at  
9 least give me the option when the new buyer buys  
10 it, if he doesn't care because, you know, like I  
11 said, it's not likely, but whenever it happens,  
12 it's a pretty big job to move that court.

13 MR. PANTELIS: Excuse me. I think you're  
14 saying something different now. I thought what  
15 you had suggested initially was that at the time  
16 you sell that you would get the consent of whoever  
17 the adjacent neighbor was to maintain it.

18 MR. SCHARF: Yeah, that's what I'm saying.

19 MR. PANTELIS: No, now you just said if the  
20 buyer doesn't care, that's something different.  
21 You, you're the buyer.

22 MR. SCHARF: The buyer would be the neighbor,  
23 right?

24 MR. PANTELIS: We're talking about the sale  
25 of your house; isn't that correct?

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1 MR. SCHARF: No, no, we're talking about the  
2 sale -- I don't plan on selling my house. I don't  
3 plan on selling either. It's more likely I think  
4 what we're concerned with if I sell the Juniper  
5 house. That's the more likely scenario because  
6 I'm living in the house that I'm in. I think it's  
7 more likely that the other house would be sold.

8 MEMBER WILLIAMS: Is there a house on the  
9 Juniper property now?

10 MR. SCHARF: Yes.

11 MEMBER WILLIAMS: And is someone living in  
12 it?

13 MR. SCHARF: It's rented out.

14 MEMBER WILLIAMS: Rented to a tenant.

15 CHAIRMAN KEILSON: Off the record.

16 (Whereupon, a discussion was held off the  
17 record.)

18 CHAIRMAN KEILSON: Why don't we hear from  
19 anyone else in the audience who would like to  
20 speak to this. Mr. Indig, would you like to  
21 address the group?

22 MR. INDIG: So my name is Barry Indig. I am  
23 Mr. Scharf's new neighbor.

24 CHAIRMAN KEILSON: What's your address?

25 MR. INDIG: 235 Juniper Circle East,

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1 Lawrence, New York 11559.

2 So as you recall, I was the one initially  
3 making the major complaint about this court. I  
4 wanted to make sure that it is within the  
5 regulations, which Mr. Scharf did the job and  
6 setting the court up the right way. The post is  
7 the right way, the hoop is in the right place.  
8 The kids are bouncing the ball in the right place,  
9 and we've made an agreement that if there's any  
10 kind of issues, that we would be very neighborly  
11 and work things out well. So far that's exactly  
12 the way it's taken place, and I would support the  
13 court because this was really a mistake, an honest  
14 mistake, because I remember when they were trying  
15 to cut the court, when he had the people putting  
16 it up, at least at my end of the section it was  
17 done perfectly. So where it went off I wasn't  
18 watching, but had I been watching I would have  
19 made sure that he's not in this kind of position  
20 right here.

21 CHAIRMAN KEILSON: Thank you very much.

22 MR. INDIG: Thank you.

23 CHAIRMAN KEILSON: Mr. Gottlieb, you wanted  
24 to comment?

25 MEMBER GOTTLIEB: Just from what I can see of

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1 this, it's basically the piece that's over is a  
2 triangle 14 feet in length, five feet in width and  
3 the hypotenuse in between. In terms of square  
4 footage it's sort of minimal. I don't have a  
5 problem with this, just letting it go. I don't  
6 see the necessity of any covenants or any  
7 difficulty that should be imposed should you  
8 decide to sell the house behind.

9 CHAIRMAN KEILSON: Okay. Anyone else in the  
10 Board who wants to comment?

11 MEMBER WILLIAMS: I'm in agreement.

12 CHAIRMAN KEILSON: Okay. So weighing the  
13 benefit to the applicant as opposed to any  
14 detriment to the community at large, the normal  
15 criteria, and based on the comments of some of the  
16 Board members, we will vote to approve as it is.  
17 Okay, Mr. Schreck.

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

19 CHAIRMAN KEILSON: Mr. Gottlieb.

20 MEMBER GOTTLIEB: For.

21 CHAIRMAN KEILSON: Mrs. Williams.

22 MEMBER WILLIAMS: For.

23 CHAIRMAN KEILSON: Mr. Ganz.

24 MEMBER GANZ: For.

25 CHAIRMAN KEILSON: And myself.

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MR. SCHARF: Thank you very much.

(Whereupon, the hearing concluded at  
7:57 p.m.)

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

Mary Benci

MARY BENCI, RPR  
Court Reporter

Scharf - 9/17/14

MR. SCHARF: Thank you very much.

(Whereupon, the hearing concluded at  
7:57 p.m.)

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MARY BENCI, RPR  
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1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
5 Lawrence, New York

6 September 17, 2014  
7 7:57 p.m.

8 APPLICATION: Schulhof  
9 11 Merrall Drive  
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 MR. MARK SCHRECK  
17 Member

18 MS. ESTHER WILLIAMS  
19 Member

20 MR. JOEL GANZ  
21 Member

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

24 MR. TOM RIZZO  
25 Building Department

Mary Benci, RPR  
Court Reporter



1 CHAIRMAN KEILSON: The matter of Schulhof,  
2 11 Merrall Drive. Please identify yourself for  
3 the record.

4 MR. SCHULHOF: My name is Kenneth Schulhof.  
5 I'm here with my wife Braha Schulhof. We are the  
6 owners of 11 Merrall Drive, Lawrence, New York  
7 11559. I'd like to thank the committee for  
8 hearing the variance.

9 We are seeking relief from Section  
10 212-39.1.A, Section 212-39.1.B, and 212-39.1.C  
11 which state that no attic should be heated or  
12 air-conditioned, no attic shall be dormered, and  
13 it should not be -- it states attic shall be used  
14 exclusively for storage and not contain any  
15 habitable space.

16 Let me just explain we are not looking to do  
17 any alterations to the existing house as it is  
18 now. We had done construction in 2006 where we  
19 had -- we had primarily -- when we had purchased  
20 this house -- let me step back a little bit. When  
21 we purchased this house in 2006, the attic was  
22 already finished and completed. We had done work.  
23 We ended up redoing the entire electric and  
24 plumbing in the entire house.

25 CHAIRMAN KEILSON: I'm sorry. In 2006 you

1 moved in?

2 MR. SCHULHOF: We purchased the house in  
3 February of 2006, and we moved in in October of  
4 2006.

5 CHAIRMAN KEILSON: The attic was already --

6 MR. SCHULHOF: Was finished when we purchased  
7 it.

8 CHAIRMAN KEILSON: Finished, meaning heat?

9 MR. SCHULHOF: There was heating, electric.

10 CHAIRMAN KEILSON: Air conditioning?

11 MR. SCHULHOF: Air conditioning, bedrooms.

12 CHAIRMAN KEILSON: Plumbing?

13 MR. SCHULHOF: There was plumbing as well in  
14 there. There's a room set up for a bathroom as  
15 well.

16 MEMBER SCHRECK: Was there a bathroom?

17 MR. SCHULHOF: There was no fixtures, but it  
18 was set up with plumbing already. Because we had  
19 redone all the electric and the plumbing in the  
20 entire house and we had redone all the sheetrock  
21 in the house, we ended up having to pull all that  
22 out. At the time we had spoken to --

23 CHAIRMAN KEILSON: When you purchased the  
24 house I assume you got a C of O?

25 MR. SCHULHOF: Yes, the house had a C of O

1 when we purchased it.

2 CHAIRMAN KEILSON: Did it show a finished  
3 attic?

4 MR. SCHULHOF: Not that I'm aware of. When  
5 we had done the work, we ended up redoing the  
6 attic as well because we were re-sheetrocking,  
7 putting new plumbing, putting new electric and  
8 then at that time finished off the attic.

9 CHAIRMAN KEILSON: You came in for variances  
10 at the time?

11 MR. SCHULHOF: We had come for variances at  
12 the time of the initial construction.

13 MEMBER GOTTLIEB: That was in 2006?

14 MR. SCHULHOF: Yes.

15 CHAIRMAN KEILSON: Okay.

16 MR. PANTELIS: Do you recall what your plans  
17 showed at the time you made your prior application  
18 to the Board for variances?

19 MR. SCHULHOF: It didn't have really any  
20 attic plans at the time.

21 MR. PANTELIS: So the plans weren't attic  
22 plans representing the building as it was at that  
23 point in time?

24 MR. SCHULHOF: Well, yes. What happened was  
25 when we originally were doing the work we weren't

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1 planning on redoing all the electric and all the  
2 plumbing. We ended up redoing it. So there  
3 wasn't originally plans to redo the attic at that  
4 time. We were just going to leave it as is.

5 MR. PANTELIS: No, but my question really is  
6 was the attic shown as finished or unfinished on  
7 the plans that you submitted when you came to this  
8 Board?

9 MR. SCHULHOF: I don't think there was any  
10 attic plans at all submitted. So I don't think it  
11 showed either.

12 MEMBER GOTTLIEB: Do we know what the  
13 variances granted were at the time?

14 MR. SCHULHOF: I can tell you there was  
15 definitely setbacks, lot coverage. It was a few  
16 variances.

17 MEMBER GOTTLIEB: I just might have it here.

18 MR. SCHULHOF: There you go.

19 CHAIRMAN KEILSON: Just for the record, the  
20 plans were in February of '06, drawn by John  
21 Novello, and showed an existing attic,  
22 nonhabitable, and there's some handwriting on the  
23 plan reading "not finished space." I guess nobody  
24 went up there to check.

25 So what occurred? You got your variances and

1       you rebuilt the house?

2               MR. SCHULHOF: We rebuilt the house. We did  
3 the construction. While redoing that we ended up  
4 redoing more of the plumbing and electric than we  
5 needed to. So by doing that we had to pull out  
6 all the existing sheetrock and redo it. So when  
7 we were doing that we had spoken to the building  
8 inspector at the time. My contractor, Jason  
9 Teramo, had spoken to Danny Herron, and he had  
10 indicated that we can just sort of put it back and  
11 finish it -- finish off the attic.

12              CHAIRMAN KEILSON: Did you personally have  
13 any conversation with Mr. Herron about the attic?

14              MR. SCHULHOF: I did not.

15              CHAIRMAN KEILSON: Okay. All right, so after  
16 the -- after the reconstruction, did you get a C  
17 of O or a temporary C of O or --

18              MR. SCHULHOF: After the reconstruction we  
19 got a temporary CO and have been living in the  
20 house with a temporary CO. I recently wanted to  
21 refinance the property, so I came to the Village  
22 and asked them how I can get the permanent CO, and  
23 that's what's started this.

24              CHAIRMAN KEILSON: It triggered the  
25 discussion about the --

1 MR. SCHULHOF: Attic.

2 CHAIRMAN KEILSON: -- attic.

3 MR. SCHULHOF: Correct.

4 MEMBER GOTTLIEB: According to the document  
5 that Mr. Rizzo handed me, I think there were six  
6 variances granted back in 2006.

7 CHAIRMAN KEILSON: Any questions from the  
8 Board?

9 MEMBER SCHRECK: What we're a little  
10 concerned about is had the Board known at the time  
11 there was an attic, bedrooms and livable space,  
12 they may not necessarily have granted you all of  
13 the variances that were requested.

14 CHAIRMAN KEILSON: Just to clarify, when you  
15 bought the house, the attic was finished?

16 MR. SCHULHOF: Yes.

17 MS. SCHULHOF: There were two bedrooms.  
18 Their kids slept there.

19 MR. SCHULHOF: Two bedrooms.

20 CHAIRMAN KEILSON: The fact that the plans  
21 are at variance with what the reality was is not  
22 astonishing, okay, without even suggesting who  
23 drafted the plans.

24 MR. PANTELIS: Your house I assume was  
25 multiple listed and --

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1 MR. SCHULHOF: Yes, it was a broker.

2 MR. PANTELIS: Was it listed with a finished  
3 attic?

4 MS. SCHULHOF: Yes, and listed as five  
5 bedrooms.

6 MR. SCHULHOF: It included the bedrooms that  
7 were listed.

8 CHAIRMAN KEILSON: At the present time, the  
9 bathroom is a full bathroom?

10 MR. SCHULHOF: The bathroom is a full  
11 bathroom, correct.

12 CHAIRMAN KEILSON: All right. So again, to  
13 your knowledge, the Village was aware of the fact  
14 that it was a finished third floor when you did  
15 the reconstruction?

16 MR. SCHULHOF: Correct.

17 CHAIRMAN KEILSON: And then nobody brought to  
18 your attention that there was some variance with  
19 the plans?

20 MR. SCHULHOF: I think the feeling was and  
21 based on my conversation with the contractor that  
22 it was already finished and we were just really  
23 redoing existing space.

24 MR. PANTELIS: Why did you have a temporary C  
25 of O or do you?

1 MR. SCHULHOF: I do.

2 MR. PANTELIS: Why?

3 MR. SCHULHOF: We got -- because of the  
4 mortgage. When we applied for the mortgage, I  
5 asked for a CO. They had issued me the temporary  
6 CO because I needed to be living there and I did  
7 refinance the mortgage.

8 MR. PANTELIS: No. What was missing that  
9 caused the Building Department --

10 MR. SCHULHOF: Only the attic.

11 MR. PANTELIS: At that point when the  
12 building inspector came, he indicated you have a  
13 finished attic, we don't have plans on file, and  
14 now you have to get a C of O for that?

15 MR. SCHULHOF: Exactly.

16 MR. PANTELIS: When did that take place?

17 MR. SCHULHOF: It took place a number of  
18 years ago, and then there was just very little  
19 follow-up. We actually initiated the follow-up to  
20 get it closed down.

21 MR. PANTELIS: So apparently, it was the  
22 attic which caused the -- I guess the Village not  
23 to issue the C of O, and that's why they've had a  
24 temporary C of O, as I understand the applicant's  
25 testimony.



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1 MEMBER WILLIAMS: It was only temporary  
2 because of the attic, even then.

3 MR. SCHULHOF: Yes.

4 CHAIRMAN KEILSON: Is there anyone in the  
5 audience that wants to speak to the matter?

6 MS. KINZLER: I do.

7 CHAIRMAN KEILSON: Step up and we'll be happy  
8 to listen to you. Identify yourself for the  
9 record.

10 MS. KINZLER: Hi, my name is Lydia Kinzler.  
11 I live on Merrall Drive, right across the street.  
12 I'm also a real estate broker for the past  
13 twenty-five years in the neighborhood.

14 A few things. Firstly, when the house was  
15 listed, and at this point I really don't remember  
16 if it was listed on MLS, since I lived across the  
17 street I got the house immediately.

18 Mr. Hirschman, who lived in the house at the  
19 time, was very, very handy, and he proudly showed  
20 me how he himself finished the attic. That was  
21 number one. There you go. He was very, very  
22 proud of it, along with his gardening which was  
23 out front; it was very pretty.

24 So I don't know and I don't have firsthand  
25 knowledge whether he had permission or the

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1 variance of the Village. He just kind of did it,  
2 as a lot of people do.

3 I have a problem with this, and here is what  
4 my problem is. It stems back to the famous  
5 Septimus house on Lord Avenue. Are you aware of  
6 what happened there? The Septimus family had a  
7 house on Lord Avenue. There was a horrible Friday  
8 night fire, and it flew up. It was raging all the  
9 way up. And they had finished a bathroom and  
10 finished I think two or three bedrooms in the  
11 attic. There was -- to my knowledge, there was no  
12 zoning, there was no C of O, and there was a  
13 problem with the insurance.

14 Every day as I show houses, more and more  
15 people come in and they all want to finish their  
16 attics, everyone. As I understand it, it is not  
17 safe. I have been told numerous times that unless  
18 you have a house where the situation is like one  
19 of the streets where it was grandfathered in with  
20 the third floor, there's a problem with fire.  
21 There's a fire exit necessary because it's a  
22 hazard.

23 I don't want to see another chop house go up.  
24 I don't know what this is going to open. I just  
25 don't know what kind of can of worms this is going

1 to open. And I'm also aware that in Cedarhurst  
2 where there are some houses where there are third  
3 floors there are fire escapes. I don't want to  
4 live with a fire escape in my backyard. Somebody  
5 here knows exactly what I'm talking about, and if  
6 somebody was to build another floor and the  
7 Village required a fire escape, that's really not  
8 in keeping with the Village.

9 So I am concerned about what you're going to  
10 require in terms of safety, and I also don't know  
11 if this isn't going to open up a Pandora's box.  
12 And believe me, it would make my life easier. I  
13 would sell every house because everybody wants to  
14 finish the attic. So I'm concerned about the  
15 safety and what it's going to open.

16 Additionally, the house had been granted a  
17 lot of variances. There's a huge amount of lot  
18 coverage, and there's got to be a point at which  
19 we have some grass. I don't want to live in  
20 Flatbush. I moved here to see grass. So if we  
21 finished moving out, I'm concerned about moving  
22 up. That's my concerns.

23 CHAIRMAN KEILSON: Okay. Thank you very  
24 much. I think it's been very helpful to know the  
25 facts as they were. The fact that whether --

1        tonight we're not deciding whether one can build.  
2        There is a restriction. There's a height  
3        restriction. It's illegal to have a third floor,  
4        and there's provision in the state code that if  
5        there's a third floor, Mr. Rizzo, it requires it  
6        to be sprinklered; is that correct?

7                MR. RIZZO: Yeah, I think it's the third  
8        floor and the exitway, all the way down and out.

9                MEMBER WILLIAMS: Based on what Lydia is  
10       saying, the house probably shouldn't have been  
11       sold the way it was.

12               MS. KINZLER: I'm sorry?

13               MEMBER WILLIAMS: Based on what you are  
14       saying, the house probably shouldn't have been  
15       sold the way it was.

16               MS. KINZLER: Well, listen, they finished it.  
17       The people before went up and finished it.  
18       There's nobody coming and checking, and there were  
19       beds upstairs, and I can really see as somebody  
20       coming in and seeing existing --

21               MEMBER WILLIAMS: I'm not blaming them.

22               MS. KINZLER: No, no, but I can see it, and I  
23       can't tell you how many houses. This model is a  
24       very particular and common model. I'm in the same  
25       one. I could finish my attic.

1 CHAIRMAN KEILSON: I think the situation --  
2 again, thank you very much. Did you want to  
3 comment?

4 MR. KINZLER: Yeah. I'm Ben Kinzler; I'm her  
5 husband. I was just curious, perhaps Mr. Rizzo  
6 could clarify. I gather that there was a  
7 temporary CO, which to me indicates that there was  
8 a permit that was approved. The construction was  
9 done. But a permanent, a final inspection was  
10 never done. And a permanent CO was never issued.  
11 I was curious as to how come the Village never got  
12 around or never picked up on the fact there was an  
13 outstanding --

14 CHAIRMAN KEILSON: Good that you brought that  
15 up.

16 MR. KINZLER: And the fact is that, you know,  
17 what we're here for is the fact that they want to  
18 refinance and now we have a need to address it.

19 CHAIRMAN KEILSON: Let me clarify several  
20 things. Number one, apparently Mr. Ryder is not  
21 here tonight so he could share that with us. From  
22 what I anecdotally know, that when he came into  
23 the Building Department he found many such  
24 situations where there had been TCOs and not  
25 permanent COs. At the behest of Mayor Oliner, I

1 believe that there was an avalanche of letters  
2 that went out to people that never closed out the  
3 files with permanent COs. It was not unique in  
4 this situation because an attic of the like it was  
5 a situation obtained under the prior  
6 administration which I think has been updated.

7 I don't believe that the situation tonight --  
8 he has -- I believe he's refinanced already.

9 MR. SCHULHOF: Yes.

10 CHAIRMAN KEILSON: Notwithstanding he only  
11 has the TCO. That's also not the issue tonight.

12 I think what's a little bit different  
13 tonight, is he inherited a situation where there  
14 was an attic that was already refurbished and was  
15 in existence. And now the question becomes  
16 because of the construction that he did and the  
17 C of O it became -- the Village became aware of  
18 the fact that there was a finished attic.

19 MR. KINZLER: I thought he indicated that he  
20 had to take it out at some point and then he  
21 rebuilt it, or did I mishear him?

22 MR. SCHULHOF: We had redone some of the  
23 electric and the plumbing.

24 MR. KINZLER: I thought he indicated the  
25 sheetrock had to come out and the electric had to

1       come out, and basically he reinstalled it, so it's  
2       not exactly as you described it, Mr. Chairman.

3               CHAIRMAN KEILSON: We'll get clarification in  
4       a moment on that. Thank you very much.

5               Off the record.

6               (Whereupon, a discussion was held off the  
7       record.)

8               CHAIRMAN KEILSON: Obviously, it's the policy  
9       of the Village not to have third floors. It's  
10      been that case all along. And I think it's a  
11      state requirement that there would be a sprinkler  
12      if there's going to be a third floor.

13              I happen to know that there's been a  
14      discussion in review of the zoning regulations in  
15      the Village, and there has been discussion about  
16      permitting third floors on a going forward basis.  
17      It has to be subject to public hearing and the  
18      like, but it's being considered in lieu of the  
19      expansion of the houses. If you look into the  
20      fact of the overbuilding of houses and properties,  
21      one of the ways that has been considered to  
22      ameliorate that issue is to go to a third-floor  
23      situation.

24              But I think what's different here is that  
25      it's a pre-existing situation and it would be a

1       tremendous hardship, I believe, to ask them at  
2       this point to remove it. They didn't create it,  
3       again, based on the facts that I'm hearing here,  
4       and based on the transcript of the first hearing  
5       back in 2006 there was reference to the fact there  
6       was an existing attic, whether it was clear or  
7       exactly what that meant, but it was discussed at  
8       the hearing back in 2006 and the architect at that  
9       time represented that it was grandfathered in. I  
10      don't think he was speaking technically, but it  
11      was on the record in that fashion, so I think to  
12      some extent we have to take that into  
13      consideration this evening because of, you know,  
14      the existing situation.

15             Are there any questions, comments?

16             MEMBER GOTTLIEB: Just to address  
17      Mrs. Kinzler's comments about fire safety, if I'm  
18      reading this right, you do have to put a sprinkler  
19      system throughout the entire house, or just the  
20      third floor?

21             MR. SCHULHOF: My understanding is it's the  
22      third floor and all the way to the front door.

23             MR. RIZZO: Yeah, the exitway, I think that's  
24      the way the state code is written. I believe the  
25      state code is the third floor and the exitway all



1 the way down and out.

2 MEMBER WILLIAMS: And that's done already or  
3 you will do that?

4 MR. SCHULHOF: No, we will do that.

5 CHAIRMAN KEILSON: If it will be approved it  
6 is something that you understand you have to do.

7 MR. SCHULHOF: Correct.

8 MEMBER GOTTLIEB: And the outside fire escape  
9 would not be necessary.

10 MS. KINZLER: May I ask a question?

11 CHAIRMAN KEILSON: Please.

12 MS. KINZLER: Does that mean that tomorrow I  
13 can call up my customer and tell them they could  
14 finish the next attic in a house?

15 CHAIRMAN KEILSON: I think we made it clear  
16 that's not the case. We're talking about a  
17 pre-existing condition, even before they bought  
18 the house. Right now it is illegal to finish the  
19 third floors, and consistently this Board has  
20 never approved of a third-floor attic.

21 MEMBER GOTTLIEB: I think it was clear that  
22 you indicated that the third floor was finished by  
23 your customer, by your client.

24 MS. KINZLER: It was finished. It was very  
25 shoddily done. It was haphazard. You know, he

1 puttered around the house. The staircase was a  
2 horror. It was horrible the way he did it. I'm  
3 sure they fixed it. I know it's beautiful. But I  
4 just think to say that that's grandfathered --

5 CHAIRMAN KEILSON: No, I addressed that. I  
6 don't think he was speaking technically, and it  
7 happens to be that John is not an architect, he's  
8 a draftsman who has appeared before us numerous  
9 times. But the fact of the matter is I don't  
10 think I'm speaking on a technical level as far as  
11 grandfathered. We're just addressing the question  
12 that there was -- basically, you brought it to our  
13 attention that in fact there was a pre-existing,  
14 you know, finished attic, and I think that's what  
15 concerns us. So you may have inherited the  
16 condition, you may have enhanced the condition,  
17 and now you come before the Board, and the  
18 question is what do we want to do in terms of  
19 giving him relief or asking him to take it out.

20 MS. KINZLER: With all due respect, I'm going  
21 to finish it because I don't want to beat a dead  
22 horse. There are countless houses that I have  
23 shown and continue to show, I could even tell you  
24 how many, where the people just kind of said I'm  
25 just going to go finish the attic. When the next

1 person -- and I've resold several houses. And  
2 when I've sold it the first go around it was an  
3 attic, it was rafters. Those people, customer A  
4 bought it, they finished it. When the next --  
5 when they sold it and the next one came in, oh,  
6 look, we have a finished attic. I said, well,  
7 it's really not, because I know the history of it.  
8 And so the next person comes in and they're going  
9 to say to you, oh, they finished it, it's the same  
10 thing. It's not. It's just not, you know.

11 CHAIRMAN KEILSON: But your point is very  
12 valid and we face it consistently on the Board  
13 where garages are finished and other things are  
14 overbuilt or they built a deck inappropriately.  
15 So that's what we have to grapple with each time,  
16 and we have to balance the equities and do the  
17 best of our judgment, and we're not perfect.

18 MS. KINZLER: Okay, thank you.

19 MEMBER GOTTLIEB: We try to be.

20 CHAIRMAN KEILSON: We try hard, correct.

21 Okay.

22 MEMBER WILLIAMS: I just want to know, you  
23 said children are already sleeping there. How  
24 long do you think it will take to put the  
25 sprinkler in?

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1 MR. SCHULHOF: Well, children are actually  
2 not sleeping in the attic. We use it for guests.

3 MEMBER WILLIAMS: Well, the guests can sleep  
4 in the attic.

5 MR. SCHULHOF: We've already reached out to a  
6 couple of people.

7 MEMBER WILLIAMS: You're moving on it?

8 MR. SCHULHOF: Yes.

9 CHAIRMAN KEILSON: Mrs. Williams is alluding  
10 to that we'd like to hear from you that there will  
11 be nobody sleeping up there until such time as  
12 this is remediated.

13 MR. SCHULHOF: That's fine. We can do that.

14 CHAIRMAN KEILSON: Mr. Rizzo will be checking  
15 every night for a bed check.

16 MR. RIZZO: You will have to file a permit  
17 with the Village for the sprinkler system.

18 MR. SCHULHOF: Okay. I think I may have done  
19 that already. I have a permit, I think it was  
20 \$100 fee and permit.

21 MR. RIZZO: That was for the attic I think.

22 MEMBER WILLIAMS: You want to do it right  
23 away, don't you?

24 MR. SCHULHOF: Yes.

25 CHAIRMAN KEILSON: Taking into consideration

1 and weighing the benefit to the applicant as  
2 opposed to any detriment to the health, safety and  
3 welfare of the neighborhood, and according to the  
4 criteria and the hardship that would be created at  
5 this point to ask you to remove it, and taking  
6 into consideration that you're going to remediate  
7 ASAP in terms of having the sprinkler system put  
8 in and of course nobody should be living and  
9 sleeping up there in the interim period we'll now  
10 put it to the Board for a vote.

11 We'll start with Mr. Ganz.

12 MEMBER GANZ: I vote in favor.

13 CHAIRMAN KEILSON: Mrs. Williams.

14 MEMBER WILLIAMS: In favor.

15 CHAIRMAN KEILSON: Mr. Gottlieb.

16 MEMBER GOTTLIEB: I just would like to make  
17 it very clear that we're not setting a precedent  
18 for any future applications of this nature, and  
19 I'll vote for.

20 CHAIRMAN KEILSON: Mr. Schreck.

21 MEMBER SCHRECK: I will vote for, but I would  
22 ask that that sprinkler system be put in within  
23 six months at the latest.

24 MEMBER WILLIAMS: Six months? Less.

25 CHAIRMAN KEILSON: And I will vote for, and I

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1 think that six months should be the maximum and  
2 hopefully long before that.

3 MR. SCHULHOF: Thank you.

4 MS. SCHULHOF: Thank you.

5 (Whereupon, the hearing concluded at  
6 8:18 p.m.)

7 \*\*\*\*\*

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

11  
12 Mary Benci

13 MARY BENCI, RPR  
14 Court Reporter  
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1 INCORPORATED VILLAGE OF LAWRENCE

2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
5 Lawrence, New York

6 September 17, 2014  
7 8:18 p.m.

8 APPLICATION: Luck Crossing LLC/Lokshin  
9 334 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 MR. MARK SCHRECK  
17 Member

18 MS. ESTHER WILLIAMS  
19 Member

20 MR. JOEL GANZ  
21 Member

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

24 MR. TOM RIZZO  
25 Building Department

Mary Benci, RPR  
Court Reporter

Luck Crossing LLC/Lokshin - 9/17/14

1 CHAIRMAN KEILSON: Luck Crossing LLC/Lokshin,  
2 will they or their representative please step  
3 forward. Please identify yourself for the record.

4 MR. YUEN: Good evening. I'm Young Yuen.  
5 I'm with Peradas Architects (phonetic),  
6 representing Nick and Toby Lokshin, the owners of  
7 -- the owners of 334 Longwood Crossing.

8 We're requesting a variance for an existing  
9 variance that was granted for Section 212.39.C for  
10 the height which allowed 27 feet for flat roofs,  
11 and they were granted 30 feet in height for the  
12 maximum height of the roof; Section 212.12.1 for  
13 the building coverage which allowed 4,848 square  
14 feet, 11.84 percent, and they were granted 5,153  
15 square feet for 12.58 percent; Section 212.39.B,  
16 dormers, and they were granted nonfunctioning  
17 dormers; and they're also requesting relief from  
18 Section 212.12.1 for surface coverage for the  
19 driveway extension and walkway around the pool.

20 CHAIRMAN KEILSON: So that is a new request?

21 MR. YUEN: That is also a new request, yes.

22 CHAIRMAN KEILSON: Not also. That is the new  
23 request.

24 MR. YUEN: Yes, that is the new request.

25 CHAIRMAN KEILSON: Over and above the



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1 original request granted in 2004.

2 MR. YUEN: Yes.

3 CHAIRMAN KEILSON: Could you just give a  
4 quick overview. I know the application had it,  
5 but a lot has elapsed since 2004 time-wise. Can  
6 you just give a quick synopsis of why we're  
7 standing here ten years later.

8 MR. YUEN: So they went through financial  
9 troubles and, you know, times were tough, so they  
10 didn't build a house immediately. They actually  
11 started building the home in that time and the  
12 variances expired or is coming -- was about to  
13 expire. So which is why we're here requesting  
14 another two years extension on that existing  
15 variance so that they could finish their home.  
16 They're well under construction right now. I  
17 actually have a photograph here of where they are  
18 currently.

19 CHAIRMAN KEILSON: Let's get clarification.  
20 Are they asking for an extension?

21 MR. RIZZO: This is a whole new variance.

22 CHAIRMAN KEILSON: A whole new variance  
23 including the items previously approved?

24 MR. RIZZO: Yes.

25 MR. YUEN: So it's requesting a new variance

1 for --

2 CHAIRMAN KEILSON: For all the items.

3 MR. YUEN: All the items.

4 THE COURT: So three out of the four  
5 variances were previously approved.

6 MR. YUEN: Correct.

7 CHAIRMAN KEILSON: So the focus tonight in  
8 theory should be on the surface coverage, unless  
9 there's something that occurred since then that  
10 would cause us to reconsider our position of ten  
11 years ago.

12 MEMBER GOTTLIEB: Mr. Chairman, respectfully,  
13 something has occurred, and that was Superstorm  
14 Sandy, and this house is rather close to the  
15 water.

16 MR. YUEN: It is close to the water but it is  
17 not in a flood zone.

18 MEMBER GOTTLIEB: It's not?

19 MR. YUEN: It is not in a flood zone. It is  
20 elevated pretty high, and there was actually no  
21 water damage or water found on that property  
22 during -- after Sandy.

23 MEMBER GOTTLIEB: That makes a big  
24 difference, okay.

25 MR. YUEN: So the request -- what the new

1 request is that we're asking for is a driveway  
2 extension that's adjacent to the current driveway.  
3 The current driveway goes down into a garage which  
4 is -- which is down in the basement level. We're  
5 requesting for an extension on that in addition to  
6 that driveway so that when she pulls up she could  
7 walk right into the house instead of having to  
8 pull into a driveway that's down in the basement  
9 and having to come up, just for convenience.  
10 That's one.

11 And the other variance that we're requesting  
12 is the walkway around the swimming pool.  
13 Currently, when it was originally filed, there was  
14 no walkway around the swimming pool, and for  
15 maintenance and safety reasons we're requesting a  
16 walkway around the swimming pool.

17 MEMBER GOTTLIEB: How much extra surface  
18 coverage are you looking for, please?

19 MR. YUEN: They're allowed 11,622 square feet  
20 for surface coverage, and we're requesting 1,224.

21 MR. PANTELIS: How much was granted  
22 previously?

23 MR. YUEN: Previously, we didn't have to go  
24 for -- they didn't have to go for surface  
25 coverage.

1 MEMBER GOTTLIEB: So it seems to me that you  
2 used up all your surface coverage building the  
3 house?

4 MR. YUEN: Correct.

5 MEMBER GOTTLIEB: And now that the house is  
6 built you're coming to ask for more surface  
7 coverage because you didn't account for a driveway  
8 or the driveway to the front of the surface  
9 coverage of the house; is that right?

10 MR. YUEN: Correct.

11 MR. PANTELIS: And also for perimeter around  
12 the pool.

13 MEMBER GOTTLIEB: And the perimeter around  
14 the pool.

15 CHAIRMAN KEILSON: How does that break down  
16 in terms of the request? How do you -- how many  
17 feet are around the pool, how many feet are --

18 MR. YUEN: We're putting five feet around the  
19 pool.

20 CHAIRMAN KEILSON: But of the excess, the  
21 1,224, how much is attributable to the pool, how  
22 much is attributable to the driveway?

23 MR. YUEN: Approximately 500 square feet is  
24 for the driveway and the remainder is for the  
25 pool.

1 MR. PANTELIS: Now, in your original plan  
2 with the pool, what did you have around the pool?  
3 Was it just grass?

4 MR. YUEN: It was just grass and that was  
5 what was --

6 MR. PANTELIS: So you were going to step from  
7 the grass onto the coping into the pool?

8 MR. YUEN: Correct.

9 (Whereupon, a discussion was held off the  
10 record.)

11 CHAIRMAN KEILSON: Is there anyone in the  
12 audience who wants to speak to the matter?

13 MR. YUEN: And for the record, we do have  
14 three letters from the adjacent neighbors who --

15 CHAIRMAN KEILSON: For or against?

16 MR. YUEN: That was for. One letter has  
17 disappeared -- no. But they're all for. We do  
18 have the letters here.

19 CHAIRMAN KEILSON: Why don't you submit them.  
20 It's always helpful. Mr. Pantelis, each one has  
21 unique language?

22 MR. PANTELIS: No, they're all the same, but  
23 that's okay. That's from Mr. and Mrs. Friedman at  
24 338 Longwood Crossing. I can't read the other  
25 one, but that's 330 Longwood Crossing. And then

Luck Crossing LLC/Lokshin - 9/17/14

1 Spodick at 345 Lakewood Drive, all in support, no  
2 objection.

3 CHAIRMAN KEILSON: When would you expect  
4 completion of this project?

5 MR. YUEN: They're expecting about two years,  
6 just under two years. There's a lot -- it's a big  
7 house. There's a lot of details. There's a lot  
8 of plaster molding that does take time. So they  
9 are speculating about two years.

10 MEMBER GOTTLIEB: Are you going to say  
11 another ten years? I had to ask.

12 MS. LOKSHIN: Hi, Toby Lokshin, the owner.

13 I so appreciate like what -- how long this  
14 has taken. And what I really plan to do is to  
15 focus on finishing the outside, that we could get  
16 the fence off as quickly as possible. I  
17 understand the neighbors surrounding me, and we're  
18 really working hard and fast. And we really need  
19 two years because I really don't want to be here  
20 again, and you don't know what's in the future  
21 like the weather last winter was a horrible  
22 winter, and but right now it's completely to our  
23 benefit to do this as fast as possible.

24 We have to sell a house, go into a house;  
25 we're paying double taxes. So, you know, at this

1 point we're really speeding ahead as fast as we  
2 can do it, but, you know, you don't know, you  
3 know, what things take. It took me nine months to  
4 get electricity. I can't seem to get a return  
5 call from the water company; I keep calling them  
6 up. But like we are really, really trying our  
7 hardest, but it would just be more of a comfort  
8 having that two years.

9 CHAIRMAN KEILSON: Okay. Any other  
10 questions?

11 MR. YUEN: And from my experience, you know,  
12 a house of this level and this detail and  
13 everything typically do take about, you know, two  
14 years, eighteen months to two years is the  
15 average, but eighteen months is really pushing it  
16 though.

17 CHAIRMAN KEILSON: I don't think we would  
18 consider giving you less than two years. But  
19 after ten years there's a certain amount of  
20 skepticism, and we know what the hardship has been  
21 on the neighbors in that period of time,  
22 notwithstanding that you maintained it as such,  
23 but no one likes living next to a construction  
24 site for this period of time. So obviously, if  
25 it's approved, we, you know, encourage you to do

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1 whatever you can to accelerate and certainly not  
2 appear before us again for an extension. Okay,  
3 having said that.

4 MEMBER GOTTLIEB: Can I make a few comments?

5 CHAIRMAN KEILSON: Absolutely.

6 MEMBER GOTTLIEB: Just to move this along,  
7 your request for the driveway, looking at where it  
8 is situated in the deep end of the cul-de-sac,  
9 it's not going to be seen, and 500 feet is rather  
10 small.

11 And regarding the area around the pool,  
12 Mr. Rizzo has reminded us that you could have done  
13 this four feet by right, but you came before us  
14 asking for five feet, and that's appreciated that  
15 you did that, and those are both rather not large  
16 variances whatsoever.

17 We would like to see you move forward, at  
18 least I would like to see you move forward with  
19 this as you presented it.

20 MR. YUEN: Thank you.

21 MS. LOKSHIN: Thank you.

22 CHAIRMAN KEILSON: Taking into consideration  
23 the benefit to the applicant as opposed to the  
24 detriment, and in light of the fact you're already  
25 well into the project, certainly the variances



1 that heretofore were approved will more than  
2 likely get approved. As far as the additional  
3 variance, taking into consideration the items that  
4 were pointed out by my colleague Mr. Gottlieb, we  
5 will now take a vote and we'll start with  
6 Mr. Schreck.

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

8 CHAIRMAN KEILSON: Mr. Gottlieb.

9 MEMBER GOTTLIEB: For.

10 CHAIRMAN KEILSON: Mrs. Williams.

11 MEMBER WILLIAMS: For.

12 CHAIRMAN KEILSON: Mr. Ganz.

13 MEMBER GANZ: For.

14 CHAIRMAN KEILSON: I will vote for. And  
15 again, two years.

16 I assume -- does it have to go before the  
17 Board of Building Design?

18 MR. RIZZO: No, it hasn't changed really.

19 CHAIRMAN KEILSON: It hasn't changed  
20 materially.

21 MR. YUEN: Thank you very much. Have a good  
22 night.

23 CHAIRMAN KEILSON: Have a good evening.

24 (Whereupon, the hearing concluded at

25 8:32 p.m.)

Luck Crossing LLC/Lokshin - 9/17/14

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

Mary Benci

MARY BENCI, RPR  
Court Reporter

## 1 INCORPORATED VILLAGE OF LAWRENCE

## 2 BOARD OF APPEALS

3 Village Hall  
4 196 Central Avenue  
5 Lawrence, New York

6 September 17, 2014  
7 8:32 p.m.

8 APPLICATION: Taub  
9 17 Herrick Drive  
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 MR. MARK SCHRECK  
17 Member

18 MS. ESTHER WILLIAMS  
19 Member

20 MR. JOEL GANZ  
21 Member

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

24 MR. TOM RIZZO  
25 Building Department

Mary Benci, RPR  
Court Reporter

Taub - 9/17/14

1           CHAIRMAN KEILSON: The final matter of this  
2 evening is that of Taub on Herrick Drive. Will  
3 they or their representative step forward.

4           MR. AVRUTINE: Good evening, Chairman  
5 Keilson, members of the Board. Appearing for the  
6 applicant, Howard Avrutine, 575 Underhill  
7 Boulevard, Syosset.

8           This is the application of Shari Taub for  
9 variances required in order to construct a  
10 two-story addition and first-floor alterations to  
11 her home at 17 Herrick Drive. The premises under  
12 application is located on the southerly side of  
13 Herrick Drive, approximately 107 feet west of  
14 Broadway. It has a street address of 17 Herrick  
15 Drive, also known as Section 40, Block 180, Lot 7  
16 on the Nassau County Land and Tax Map. The  
17 premises has a lot area of 12,895.56 square feet.  
18 It is developed with a two-story, single-family  
19 residence.

20           By this application the applicant seeks  
21 variances required in order to construct a  
22 two-story addition and first-floor alterations at  
23 the premises in accordance with the plans that are  
24 before you. The specific code relief is as  
25 follows: First under --

1 CHAIRMAN KEILSON: We have the chart.

2 MR. AVRUTINE: You have my chart.

3 CHAIRMAN KEILSON: We're a hot Board.

4 Mr. Pantelis is retiring in about twenty minutes.

5 MR. AVRUTINE: I'll move things along then.  
6 Essentially, and I know that the Board's primary  
7 concern was there was a request for height relief;  
8 I believe that's been eliminated. So I just want  
9 to make the record clear on that point.

10 CHAIRMAN KEILSON: Perhaps start with the  
11 need.

12 MR. AVRUTINE: Eight children, Mr. Keilson.  
13 The family has eight children, and you will see in  
14 the plans there are --

15 CHAIRMAN KEILSON: We're debating whether  
16 Mr. Schreck has to recuse himself because he has  
17 triplets as well.

18 MEMBER SCHRECK: Four.

19 MR. AVRUTINE: So the family space, that's  
20 the real need here. We have quite a large family  
21 and room is needed, not just for bedroom space,  
22 which you can see is provided now, seven bedrooms,  
23 but also room for a play area, a den, expanded  
24 kitchen. I imagine they need quite a large  
25 refrigerator. And so that's essentially the need

1 here.

2 You'll also note and I don't know if you had  
3 a chance to look at my summary sheet that I  
4 submitted which sort of breaks down the variances.

5 CHAIRMAN KEILSON: We're a hot Board; we look  
6 at everything.

7 MR. AVRUTINE: That's great. The big issue  
8 here that I think militates in favor is there's a  
9 strip directly to the north of the premises  
10 between the northerly property line and Herrick  
11 Drive consisting of about 3,000 square feet, and  
12 if you look at the premises in the street looking  
13 at it you would think that the property line  
14 extended all the way to the curb line. Of course  
15 that's not the case. Thirty feet back is the  
16 actual property line. But for all intents and  
17 purposes it's an extension of their front yard.  
18 So if you factor in that area, even though it's  
19 not legally owned by the Taubs, for purposes of  
20 impact, that inclusion and I've included that in  
21 my summary, inclusion of that area severely  
22 reduces the variances sought.

23 For instance, on the issue of a building area  
24 coverage, as a technical matter even within the  
25 four corners of our property 2,729.5 square feet

1 is the maximum building area coverage permitted.  
2 We're proposing 3,336.5 square feet, which is 607  
3 square feet, or 22 percent in excess of that  
4 permitted. If you factored in the strip in the  
5 front of the property, the building area, maximum  
6 building area coverage would be 3,029.5 square  
7 feet. And we would be seeking a 307 square foot  
8 variance, or 10 percent. So it almost reduced it  
9 by more than half if you factor that in.

10 And a similar analysis takes place with  
11 surface area coverage. We go from requiring  
12 relief of 422.5 square feet, or 8.6 percent, and  
13 if you factored in that strip we would be in  
14 compliance with surface area coverage.

15 MEMBER GOTTLIEB: Mr. Avrutine, I just want  
16 to point out that the numbers work in a different  
17 direction than the ones you just did. You're  
18 including the area that I guess we call it the  
19 right of way, and I certainly understand that.

20 So I'm looking at your proposed numbers on  
21 building coverage, and I see that from what's  
22 existing you can build by right 22 percent more  
23 house, but looking at the overall actually what  
24 you're proposing is 58 percent increase in the  
25 building area coverage. What I'm doing is just

1       figuring out what's existing versus what's  
2       proposed as opposed to what's permitted. I'm just  
3       looking at that from another perspective of what's  
4       there now versus what will be there, and it's a 58  
5       percent increase.

6               MR. AVRUTINE: That's a legitimate analysis.  
7       The numbers don't lie. Those are the facts.

8               MEMBER GOTTLIEB: I appreciate the way you  
9       included the front area, and I'm sure we're going  
10      to give that serious consideration where we might  
11      not in other cases because you do have between 26  
12      and 30 foot.

13              MR. AVRUTINE: Exactly, exactly. I think  
14      that does serve to ameliorate the impact, which of  
15      course is a major consideration that this Board  
16      has in cases like this.

17              MEMBER GOTTLIEB: I believe that most of your  
18      building is to the rear.

19              MR. AVRUTINE: Yes, it is. Most of it is to  
20      the rear, and we're not impacting in terms of rear  
21      yard so that, you know, that issue is really a  
22      nonissue.

23              I'd also like -- I do have a petition which  
24      was signed by the vast majority of homes.

25              CHAIRMAN KEILSON: The entire Village, right?



1 MR. AVRUTINE: Excuse me?

2 CHAIRMAN KEILSON: The entire village?

3 MR. AVRUTINE: Not the entire Village, but  
4 almost the entire radius (handing).

5 MR. PANTELIS: We'll have this marked as an  
6 Applicant's Exhibit. Mr. Avrutine indicated there  
7 are one, two, three, four, five, six, seven,  
8 eight, nine, ten, eleven, twelve, thirteen.

9 MR. AVRUTINE: I've attached a copy of the  
10 radius map and checked off in red those who have  
11 signed.

12 MR. PANTELIS: There are a good part of the  
13 people of the -- residents of the radius.

14 Just a question if I may ask about the right  
15 of way. Do you know something about either the  
16 history of that, is that a right of way which  
17 appears on adjacent properties or is that unique  
18 to this particular property?

19 MR. AVRUTINE: I think it may exist in other  
20 instances in the Village, but as far as this  
21 particular property, again, if you look at it,  
22 it's a grassed area. It's not -- many rights of  
23 way are sometimes paved or they appear to be part  
24 of the roadway. In this one the way the property  
25 developed with the curbing and with the grassed

1 area there's no delineation between the end of the  
2 right of way and the beginning of the lawn area on  
3 the premises.

4 MR. PANTELIS: But is there a right of way to  
5 where? Does it go somewhere?

6 MR. AVRUTINE: No, it does not. It's just a  
7 strip beyond -- it's part of I presume the right  
8 of way within which the road could have been  
9 constructed but it was not.

10 MR. PANTELIS: But again, usually when we  
11 find that, there's a continuation of that right of  
12 way.

13 MR. AVRUTINE: I didn't specifically research  
14 on that.

15 MR. SENA: Vincent Sena, 29 Vassar Street,  
16 Garden City, New York.

17 You could see from the plot plan, and I did  
18 check with Nassau County, that that right of way  
19 juts out on the next one. So this is a unique  
20 situation. That is a corner house that faces  
21 Broadway, that other property. So that is a side  
22 yard for that property. This is a front yard for  
23 our property. So it is -- to me it seems to be a  
24 unique situation. Why it was done, I don't know.

25 MR. PANTELIS: So the answer is it doesn't

1 continue.

2 MR. SENA: It does not continue, as far as I  
3 know.

4 MR. AVRUTINE: It does not continue to the  
5 west.

6 MR. PANTELIS: Which would be the block.

7 MR. AVRUTINE: Yes.

8 MR. SENA: Yes.

9 CHAIRMAN KEILSON: I think it's also  
10 important to point out on Herrick on this side of  
11 the road there's no parking.

12 MR. AVRUTINE: That's correct.

13 CHAIRMAN KEILSON: So it makes the need for  
14 parking on the site even more compelling when they  
15 have eight children.

16 MR. AVRUTINE: And there is plenty of room  
17 for parking on the site. We will have -- the  
18 garage will accommodate one car, and there will be  
19 the new driveway and the circular portion will  
20 accommodate several cars.

21 MR. PANTELIS: Now, that circular driveway I  
22 believe is outside the purview of this Board.  
23 It's going to be the subject of review by the  
24 Board of Building Design; is that correct?

25 MR. SENA: By the Highway Department?

1 MR. PANTELIS: No, the Architectural Review  
2 Board of the Village, and they do have the power  
3 to approve or disapprove that. So if the Board  
4 approves this set of plans, it's not an approval  
5 of the driveway per se.

6 MR. SENA: Understood.

7 CHAIRMAN KEILSON: Could you clarify the  
8 garage, what exists currently.

9 MR. AVRUTINE: Yes. The current garage is --

10 CHAIRMAN KEILSON: Is that a two-car garage?

11 MR. AVRUTINE: It's not. It's 17 feet wide  
12 by 18 feet 6 inches deep. And so a 17 foot-wide  
13 garage really cannot accommodate two cars side by  
14 side, and certainly there's not enough depth to  
15 have two in tandem. So the reduction from 17 to  
16 15 is really not going to impact the utility of  
17 the garage as a one-car garage.

18 CHAIRMAN KEILSON: Off the record.

19 (Whereupon, a discussion was held off the  
20 record.)

21 CHAIRMAN KEILSON: Is there anyone in the  
22 audience who wants to speak to the matter?  
23 Outside of family.

24 MEMBER GOTTLIEB: I have a question for  
25 Mr. Rizzo again. The side yard is six foot six

1 inches, which is nonconforming. Does that have to  
2 be considered as a nonconforming variance to this  
3 application?

4 MR. RIZZO: The house was built like that in  
5 1937. That's the way it's built and that's the  
6 way it's existed.

7 MEMBER GOTTLIEB: Because they're not  
8 touching that corner of the house; is that why?

9 MR. RIZZO: Yes, that's pre-existing,  
10 nonconforming.

11 CHAIRMAN KEILSON: Any other questions from  
12 the Board?

13 Okay. I think we perceive this as a unique  
14 situation. We're always very concerned when  
15 there's excess building coverage of this  
16 magnitude. But taking into consideration the  
17 number of unique aspects of the project, such as  
18 the right of way in the front of the property,  
19 which is unique unto itself, we also recognize  
20 that there is an unusually large family, and  
21 therefore there is the need for the expansion of  
22 the house to accommodate, and therefore taking  
23 into consideration the benefit to the applicant as  
24 opposed to the detriment that might be to the  
25 health, safety and welfare of the neighborhood,

1 also taking into consideration will an undesirable  
2 change be produced in the character of the  
3 neighborhood, I think we would have to say there's  
4 no issue here.

5 Can the benefit sought by the applicant be  
6 achieved by some method other than the variance?  
7 In this case, certainly not.

8 Is the requested area variance substantial?  
9 I think as we explained, ameliorated that issue  
10 through the use of the right of way, and as far as  
11 the other criteria as well.

12 So I think taking into consideration all  
13 these criteria we will now go for a vote. And  
14 we'll begin with Mr. Ganz.

15 MEMBER GANZ: I will vote in favor.

16 CHAIRMAN KEILSON: Mrs. Williams.

17 MEMBER WILLIAMS: For.

18 CHAIRMAN KEILSON: Mr. Gottlieb.

19 MEMBER GOTTLIEB: For.

20 CHAIRMAN KEILSON: Mr. Schreck.

21 MEMBER SCHRECK: For.

22 CHAIRMAN KEILSON: And I will vote for.

23 MEMBER WILLIAMS: Two years.

24 MR. AVRUTINE: The attic will be unfinished.

25 MEMBER GOTTLIEB: I just wanted to hear you

1 say that out loud.

2 CHAIRMAN KEILSON: Absolutely.

3 MEMBER WILLIAMS: Two years.

4 CHAIRMAN KEILSON: Two years or more?

5 MR. AVRUTINE: Is two years sufficient?

6 MR. SENA: I think so.

7 MEMBER GOTTLIEB: If not, you come back and  
8 get an extension.

9 MR. SENA: That two years is from permit  
10 issue?

11 MR. PANTELIS: That's from the date of the  
12 variance.

13 MR. AVRUTINE: If three is an option, I don't  
14 know how long the Board of Architectural Review  
15 will take. If three is something the Board will  
16 consider.

17 CHAIRMAN KEILSON: I think two and a half  
18 would be a nice compromise.

19 MR. AVRUTINE: That's certainly fine.

20 CHAIRMAN KEILSON: All right, so we'll go  
21 with that.

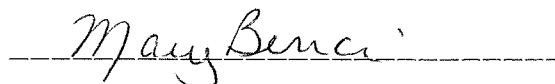
22 MR. AVRUTINE: Thank you, sir. Thank you  
23 very much.

24 (Whereupon, the hearing concluded at  
25 8:48 p.m.)

Taub - 9/17/14

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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