

INCORPORATED VILLAGE OF LAWRENCE

BOARD OF APPEALS

Village Hall
196 Central Avenue
Lawrence, New York

November 29, 2011
7:43 p.m.

APPLICATION:

Cohen
11 Boxwood Lane
Lawrence, New York

P R E S E N T:

MR. LLOYD KEILSON
Chairman

MR. EDWARD GOTTLIEB
Member

MS. ESTHER WILLIAMS
Member

MR. MARK SCHRECK
Member

MR. LESTER HENNER
Member

MR. THOMAS V. PANTELIS, ESQ.
Village Attorney

MR. GERALDO CASTRO
Building Department

MR. MICHAEL RYDER
Building Department

Mary Benci, RPR
Court Reporter

1 CHAIRMAN KEILSON: Okay, good evening, ladies
2 and gentlemen. Welcome to the Lawrence Board of
3 Zoning Appeals. I'd appreciate it if you would
4 turn off your cell phones; and if there are any
5 conversations, please hold them outside.

6 Can we have proof of posting?

7 MR. CASTRO: I'd like to offer proof of
8 posting and publication (indicating).

9 CHAIRMAN KEILSON: Thank you very much.

10 Mr. Pantelis, would you like to give the
11 short preamble for the short calendar.

12 MR. PANTELIS: Yes. The Board of Appeals
13 pursuant to the state law is required to consider
14 certain statutory factors in connection with the
15 granting of applications, and this Board as part
16 of its regular procedure will typically go to view
17 properties, will familiarize themselves with the
18 applications and pretty much should be considered
19 a hot Board. So you can expect that they're very
20 familiar with the applications that are before
21 them.

22 Nonetheless, you should be prepared to
23 explain exactly why you are here, how your
24 circumstances and your situation developed and
25 what you're asking to do.

1 Mr. Chairman, as a matter of record, should
2 we indicate that certain cases on tonight's
3 calendar are being adjourned and they're being
4 adjourned without a set date at this point?

5 CHAIRMAN KEILSON: Absolutely, correct. We
6 have a request from Stern of Harborview North for
7 an adjournment, again without a set date. We also
8 have an adjournment request from the Congregation
9 Bais Medrash on Harborview as well with a date
10 certain.

11 MR. PANTELIS: Is there anyone here in
12 connection with either one of those applications?

13 (No response.)

14 CHAIRMAN KEILSON: Okay. I'd also like to
15 welcome Mr. Henner who is sitting this evening.
16 He's normally an alternate, Mr. Rosen is not
17 present, and we welcome you always.

18 MEMBER HENNER: Thank you.

19 CHAIRMAN KEILSON: The matter of Cohen on
20 Boxwood Lane, would they or their representative
21 please step forward.

22 MR. MUNISTERI: My name is Mark Anthony
23 Munisteri, architect. I'm here representing the
24 estate of Ceil Cohen, the late owner of 11 Boxwood
25 Lane.

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1 The requested variance -- is it okay if I
2 just go on?

3 CHAIRMAN KEILSON: By all means.

4 MR. MUNISTERI: We are asking --

5 CHAIRMAN KEILSON: We actually wanted to
6 compliment you on your drawings.

7 MEMBER WILLIAMS: Very nice.

8 CHAIRMAN KEILSON: It will have no bearing on
9 the outcome, though.

10 MEMBER WILLIAMS: I think they're great.

11 CHAIRMAN KEILSON: But it's really a pleasure
12 to be able to read something.

13 MR. MUNISTERI: I appreciate hearing that.

14 We're asking for a variance to maintain a
15 rear raised terrace with a greater surface area
16 than allowed, and less than required side- and
17 rear-yard setback. In efforts to sell the home to
18 a prospective buyer, the Village of Lawrence made
19 it aware to us that there is no permit for this

20 raised terrace, as the structure has been in
21 existence for over 50 years and has no complaints
22 from the abutting neighbors. The side yard --

23 CHAIRMAN KEILSON: The applicant's papers
24 read 30 years. It's 50 years? Identify yourself,
25 please.

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1 MR. COHEN: Allan Cohen, Ceil Cohen's son.
2 I've lived there since 1952. It was there since
3 as long as I can remember.

4 CHAIRMAN KEILSON: I see.

5 MR. MUNISTERI: The side-yard setback is 6.60
6 where 15 feet is allowed. The rear-yard setback
7 is five feet where 30 feet is required. Please
8 note the raised terrace is two feet in height and
9 surrounded by trees. I'm sure you guys went to
10 the site to see. I also have additional photos if
11 you need them.

12 MEMBER GOTTLIEB: The photos were great.

13 MR. MUNISTERI: Thank you. I'm doing good so
14 far. Also, you see the plot plan there is a good
15 distance from the surrounding structure to the
16 side. To the rear there's an accessory structure
17 that abuts the raised terrace. I did a Google map
18 is the best way, if you would like me to submit
19 that, so you could just see when I mentioned that
20 exactly what's abutting you will actually see the
21 structure. So the neighbor directly behind it
22 that I would believe to be most affected can't
23 even see what's actually back there.

24 CHAIRMAN KEILSON: And would not know where
25 that exists.

1 MR. MUNISTERI: I'm going to guess that same
2 thing, but that would be a guess.

3 And our last variance request is for the
4 existing surface area of 4,753 where 4,334 is
5 allowed. It's 419 square feet over. The actual
6 residence sits on two lots, yet only the base lot,
7 lot 46, and not 45, which is directly next-door
8 and greatly diminishes the surface area allowed.

9 CHAIRMAN KEILSON: If you had the second lot
10 included you probably would have the surface
11 coverage.

12 MR. PANTELIS: Is that a separate deeded lot?

13 MR. MUNISTERI: Yes. We do believe this
14 structure -- we do not believe that the structure
15 produces a negative impact on the adjacent
16 properties since its rear terrace is only two feet
17 above the ground and screened by plant life. We
18 also feel there's no adverse effect to this
19 variance and that our request is not substantial.

20 CHAIRMAN KEILSON: Do you have any idea, is
21 it the buyer's intention to maintain that patio?

22 MR. MUNISTERI: Yes. I don't actually know
23 that if the person buying it is actually looking
24 to maintain it.

25 MR. COHEN: They would like to.

1 CHAIRMAN KEILSON: Because I think he's a
2 developer, isn't he? Is that Evan Genack?

3 MR. COHEN: Yes, he's intending to live in
4 the house.

5 CHAIRMAN KEILSON: And he likes the patio?

6 MR. COHEN: So he says, yes.

7 MEMBER HENNER: Are both lots under contract
8 to sale?

9 MR. COHEN: Yes.

10 MEMBER HENNER: So when you're talking
11 about --

12 MR. COHEN: The same, he's buying both.

13 MEMBER HENNER: He's buying both?

14 MR. COHEN: Yes.

15 MEMBER HENNER: So the deposit reflects both
16 lots?

17 MR. COHEN: I don't know.

18 MEMBER HENNER: The letter says \$150,000
19 deposit in escrow. Is that combined for both

20 lots?

21 MR. COHEN: It's one lot. I didn't really
22 discuss it.

23 MR. PANTELIS: The escrow I think is for the
24 permit.

25 MEMBER HENNER: Aren't there two lots

1 involved here?

2 MR. MUNISTERI: Our variance is only one lot.

3 MEMBER HENNER: There is another lot that's
4 owned?

5 MR. MUNISTERI: Adjacent to it. It's a blank
6 lot, yes.

7 MEMBER HENNER: But that's not part of this?

8 MR. MUNISTERI: No, sir.

9 MEMBER HENNER: What's happening with that
10 lot?

11 MR. MUNISTERI: Being sold.

12 CHAIRMAN KEILSON: It was sold to Genack as
13 well?

14 MEMBER HENNER: Being sold as well.

15 MR. MUNISTERI: Yes.

16 MEMBER GOTTLIEB: So I guess you want to know
17 if there are two separate contracts, one for each
18 lot.

19 MEMBER HENNER: I don't really care, but if
20 they're both being bought by Genack it appeared
21 that some of these variances wouldn't be needed
22 because the side lot thing disappeared.

23 MR. MUNISTERI: Unfortunately, we weren't
24 able to do it that way.

25 CHAIRMAN KEILSON: It's irrelevant. I'm sure

1 he's going to develop the other one and build a
2 home on it.

3 MR. MUNISTERI: That's a good guess.

4 MEMBER GOTTLIEB: I've got a question for the
5 Building Department. There's a surface area
6 coverage. If this variance is granted, can that
7 surface coverage be -- and the patio is removed,
8 can that surface coverage be applied to another
9 area? For example, if they take out the patio and
10 want to put another room in the back of the house,
11 can those 419 feet be used somewhere else?

12 MR. PANTELIS: You're asking a legal
13 question. As a legal question, no. The variance
14 is being granted to maintain this particular
15 structure with and incorporating a certain surface
16 coverage. Once that structure is removed then
17 that variance in effect lapses. Any new
18 construction, whether it's in place of the -- in
19 place of the patio or in addition to would require
20 -- potentially require a variance.

21 MEMBER WILLIAMS: Even if it was another
22 patio?

23 MR. PANTELIS: Yes. As long as that patio
24 came under the definition of structure and
25 coverage as opposed to a grade level patio which

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1 would not be included in coverage.

2 MEMBER WILLIAMS: Got it.

3 CHAIRMAN KEILSON: Well, if we wanted to
4 condition the variance on having it being
5 maintained, that would be unnecessary.

6 MR. PANTELIS: Well, you don't have to
7 require them to retain it. I think it should just
8 be clear that the coverage variance is being
9 granted only in connection with the maintenance of
10 the patio as opposed to if you have a different --
11 you know, I think, honestly, if you had a
12 structure here instead of a patio, and someone
13 took that structure down and wanted to build
14 another one, or another one in another place, you
15 would have the same situation; you would still
16 require a coverage variance.

17 MR. MUNISTERI: It may eliminate the rear
18 yard and side yard, but you're exactly right,
19 we're right at the cusp to begin with before the
20 patio even existed.

21 THE COURT: Right.

22 MEMBER GOTTLIEB: You answered my question.

23 CHAIRMAN KEILSON: Does anyone in the
24 audience want to speak to this matter? Any
25 further questions from the Board?

1 (No response.)

2 CHAIRMAN KEILSON: Okay, so we'll vote on the
3 matter. Mr. Henner, do you want to lead off.

4 MEMBER HENNER: I'm in favor.

5 CHAIRMAN KEILSON: Mr. Gottlieb.

6 MEMBER GOTTLIEB: For.

7 CHAIRMAN KEILSON: Mr. Schreck.

8 MEMBER SCHRECK: For.

9 CHAIRMAN KEILSON: Miss Williams.

10 MEMBER WILLIAMS: For.

11 CHAIRMAN KEILSON: And for.

12 MEMBER HENNER: Do we know what the
13 application motion was?

14 CHAIRMAN KEILSON: The application; it's very
15 clear.

16 MEMBER GOTTLIEB: So we have approved the
17 motion to accept the application.

18 CHAIRMAN KEILSON: Right.

19 MEMBER GOTTLIEB: As stated, with no changes.

20 MR. MUNISTERI: Thank you all.

21 MR. COHEN: Thank you.

22 (Whereupon, the hearing concluded at
23 7:53 p.m.)

24 *****

25 Certified that the foregoing is a true and

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accurate transcript of the original stenographic
minutes in this case.

Mary Benci
MARY BENCI, RPR
Court Reporter