

Minutes of the **Regular Meeting** of the Zoning Board of Appeals of the Village/Town of Mount Kisco held on **Tuesday, May 15, 2018 at 7:05 pm** in the Frank J. DiMicco Board Room, Village Hall, 104 Main Street, Mount Kisco, New York

Members Present: Chairman Harold Boxer
Donald Rose
Linda Greenberg
Barbara Richards
Nancy Coyne (departed at 7:50 p.m.)

Staff Present: Whitney Singleton, Board Counsel
Leslie Maron, Board Special Counsel
Peter J. Miley, Building Inspector
Anna Georgiou, Counsel for the Building Inspector
Michelle Russo, Secretary

Chairman Boxer asked for a motion to enter into executive session.

Ms. Richards made a motion to enter into executive session to seek advice from counsel. Ms. Coyne seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 5 to 0.

Mr. Rose stated I make the motion to close the executive session. Ms. Richard seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 5 to 0.

Chairman Boxer stated we are out of executive session. We are going to start the meeting a little earlier since I think everybody is here that needs to be here. First thing we have is we have two set of minutes.

Mr. Miley stated we'll work it out, okay?

Chairman Boxer stated okay, the one from December 19th, we were all here so, anybody have any changes?

Ms. Richards stated no.

Chairman Boxer stated I mean the three people here are the ones that are here tonight. So any changes?

Ms. Richards stated no.

Mr. Rose stated no.

Chairman Boxer stated a motion to approve the minutes?

Mr. Rose made a motion to approve the minutes from December. Ms. Richards seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 3 to 0.

Chairman Boxer stated then we have the April 17th minutes, which I was absent from, so I'll abstain. And any changes in that?

Ms. Richards stated no.

Mr. Miley stated anyone opposed to lighting?

Chairman Boxer stated yeah, it's hot.

Ms. Richards stated yeah.

Mr. Miley stated you want it off?

Ms. Richards stated yeah.

Mr. Miley stated yes, no?

Mr. Rose stated leave it. I make a motion to approve the minutes.

Ms. Richards seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated and as I said I abstain because I was not present. Okay, the first case we have is ZBA17-3, 38 St. Mark's Place Corp.

**1. 38 St Mark's Place Corp.
38 St Marks Place
Mount Kisco, NY 10549
(SBL) 80.57-2-3**

**Case# ZBA17-3
Interpretation & Use**

Mr. Robert Gaudioso of Snyder & Snyder and Mr. Enrico Mareschi, principal were present.

Mr. Rose stated 17-3, is it?

Chairman Boxer stated 17-3, yeah.

Mr. Rose stated I thought you said 33.

Chairman Boxer stated before we start, I just want to say that we have gotten both submissions. We have more information than we need and I am going to make a motion that we close the public hearing.

Mr. Gaudioso stated well we certainly have information to discuss this evening, obviously.

Chairman Boxer stated okay, we'll discuss it. Go ahead.

Mr. Gaudioso stated thank you.

Mr. Maron stated so in other words you, motioned and seconded, so you're withdrawing the motion, then?

Chairman Boxer stated correct.

Mr. Gaudioso stated good evening. Thank you Chairman and members of the Board. Robert Gaudioso with the law firm of Snyder & Snyder, on behalf of the applicant, 38 St Marks Place Corp. This is actually a case about two fundamental issues. One is the premises, a legal nonconforming two-family dwelling and if so, does the 1980 stipulation somehow require that it revert back to a one-family dwelling. And what we've submitted, I think is really documentation to show two things. First, is that there's nothing in the record to dispute the fact that the Village, on multiple occasions has found the property to be a legal nonconforming two-family residence. This goes back to the fact that in 1974 there was an appearance ticket issued that was ultimately, according to the Village's records, not pursued and in that matter there was a violation issued for an illegal two-family house and that again, that prosecution has no record that it was obviously found guilty of that charge. In fact those, in that application, in that set of documentation, there's an affidavit from really the only person that's provided any firsthand knowledge, Mr. Henry Hall, who on first hand basis, describes how the house was always a two-family dwelling dating back prior to the enactment of Zoning in 1929. There's also a 1976 Housing Inspector memo to the Building Inspector in the Village's records, confirming that "the premises is a legal nonconforming two-family dwelling". Most importantly there are two Zoning Board resolutions, your Board, not obviously this exact makeup of the Board, but the Zoning Board issued two resolutions including in 1979, where the Board found specifically and expressly, that the use said premises as a two-family residence, is a legal nonconforming use. There's also a 1980 letter from the Village Attorney conceding that the premises was a nonconforming use. The 1980 stipulation I will talk about in a moment, the whole fundamental basis of that stipulation was that the property would be able to continue as legal nonconforming two-family dwelling until certain things happened. So there would be no reason for the Village to even enter into that stipulation if they didn't believe that the property was a legal nonconforming two-family dwelling. And in fact, it says in the stipulation that the premises is "a legal nonconforming residence" in that it's a two-family residence. In 1990 there was a duly issued Certificate of Occupancy, again "legal nonconforming two-family residence with attached garage with storage attic." And finally we submitted various property tax cards that show that the premises throughout the years, as viewed by the Village was under section 220, which the notations pursuant to the New York State Department of Taxation and Finance manual, explains that code 220 is a two-family dwelling notation. So every single document that's in the record, refers to the property as a legal nonconforming two-family dwelling, including the only eye witness testimony which is from Mr. Hall, which is an affidavit that's been in the Village's records. We think that even the fact that the Building Inspector relied on a memo from counsel from September of 2016, the memo from counsel specifically

says, Village records established that the premises were a legal nonconforming two-family residence, situated in a single-family residential zone. So again we think that there's obviously, there's no issue with the fact that it's a legal two-family residence. The next question is was the stipulation which the Building Inspector somewhat relied from 1980, was that a valid stipulation. And section 51-9 E of the Village Code is very important because it basically says that the Code Enforcement Officer has to determine that because of error, because of incorrect, inaccurate or incomplete information, that he can then revoke the Certificate of Occupancy. But there is nothing in the finding about anything being "incorrect, inaccurate, or incomplete". What he's relying on is a document that was in the Village's file. So there is not even a prima facie case for the Building Inspector to determine based on the code provision cited in the Notice of Revocation that he has the power to review and act on that stipulation of settlement but more importantly the stipulation of settlement is void on its face. The legal counsel memo to the Building Inspector concedes the fact based on a title report that was run on behalf of the Village, that Mr. Fava, who signed the stipulation of settlement, was not the owner of the property at the time. He was not the owner of the property at the time of the ZBA application. He was not the owner of the property at the time of the stipulation of settlement, so he could not bind that property. The legal memo also concedes the fact that that stipulation of settlement was never recorded, was never indexed in the County Clerk's office against this property, so it was never applicable to this property in the chain of title. And finally, the Village Board signed that stipulation of settlement, settling an Article 78 against the Zoning Board of Appeals and we've cited the case law going back to the '30's and even back to 1967 and even forward from that that the Village Board cannot take positions on behalf of the Zoning Board or on behalf of the Building Inspector. It's not within in their jurisdiction. So the stipulation of settlement is void on its face, it's not a matter of whether there's a contractual dispute in the stipulation of settlement, okay. It's not a matter of whether the current owner had standing to challenge it 37 years ago. No, it's just void on its face, there's nothing to debate. If I made a deal and I signed the stipulation with your attorney, and I filed it in the Court Clerk's office but it referred to your property. When you sold it 36 years later, the person that bought it couldn't be found to be held to that stipulation of settlement, it's quite clear. It's like buying the Brooklyn Bridge. The Village basically bought the Brooklyn Bridge back in 1980. They had the wrong person in front of them, they had the wrong person sign on behalf of the Village and the stipulation of settlement in and of itself was therefore void and there's no question about its applicability now. We're not disputing the terms of it, we're disputing the fact that it's just void on its face. It just doesn't exist because of the two wrong parties that signed it. With respect to the Notice of Revocation, we pointed out in our papers that on its face, it's improper, it was signed on behalf of the Building Inspector, and the Code specifically requires the Code Enforcement Officer under his name. It doesn't matter that they may be in the same person, they are different functions, there are different requirements under State law and so on its face, the revocation order is not valid. Going back to the stipulation of settlement, there are two important things, again, the Building Inspector testified at the first hearing that he based his decision on advice of counsel and then he back tracked at the end and said it was his idea. But the fact of the matter is that advice of counsel has now been submitted to the record and that advice of counsel, I want to read quotes from it because it's very important it says "based on the foregoing discussion and analysis, although the conclusion is not free from doubt, the Village may rely on the terms of the stipulation of settlement as terminating the legal preexisting nonconforming use as a two-family dwelling and causing the use to revert to a single-family dwelling." Again, although the conclusion is not free from doubt, even counsel for the Building Inspector is conceding to the fact that this issue not free from doubt about the applicability of the stipulation of settlement. The legal counsel memo goes on to say that "there are issues regarding the authority of the parties who signed the 1980 stipulation of settlement providing for the termination of the legal nonconforming two-family use of the property that could affect the validity and enforceability of the stipulation." Again, even the legal memo from, on behalf of the Village's Building Inspector and sees the fact that there are major issues here. So, with that, we think we've established quite clearly, the only, the only evidence in the record that it is a prior legal nonconforming use as a two-family dwelling and that the stipulation of settlement on its face is not applicable because its signed by the wrong party that didn't own the property. There was no consent to that part in the record to show that they have any type of authority to sign. That gentleman was not the attorney for the owner of the property and the Village Board was the party that signed on behalf of the Zoning Board, which again is improper as a matter of law. So with those two points, those are the only two issues that were raised in the Notice of Revocation, okay. The Building Inspector again was only authorized by way of the Code Enforcement Officer to revoke a certificate if there were incorrect, inaccurate, or incomplete information. And what we've shown since 1990, okay, there have been multiple different times, multiple different Building Inspectors that have looked at this issue and have not saw fit to revoke the Certificate of Occupancy. And quite frankly, under section 51-9 E, they didn't have the authority to revoke it based on a stipulation of settlement. They only have the authority if there is incorrect, inaccurate, or incomplete information and that just wasn't the case. With that, I'd like to ask my client, Mr. Mareschi, who is the president of the corporation that owns the property, to say a few words particularly with respect to the current use of the property, his purchase of the property and the amount of investment he's made in the property because there was some discussion about the cost of the property. And what we did also put in our papers is that there were a number of double hearsay statements relating to the former Town Attorney, or I should say the Village Attorney, who happened to represent the seller in this case, so we believe there is a conflicted position there. If you're going to rely on his statements or if you're going

to rely on the statements of Mr. Hollis who represented Mr. Fava back in 1980 or if you're going to rely on the hearsay statements of the real estate broker, we'd ask you to exercise your rights as and your power under New York State Village Law to subpoena those individuals and provide first hand testimony, I think it's the only fair thing for the applicant to be able to cross examine them based on those statements. With that, I'll introduce Mr. Enrico Mareschi to talk about the property itself.

Mr. Mareschi stated how are you? I'm Enrico Mareschi, I'm the owner of 38 St Marks.

Chairman Boxer stated can you state your name and spell it?

Mr. Mareschi stated Enrico Mareschi, M-A-R-E-S-C-H-I. I bought the property December 15, 2015, there are a couple of issues I have to clear on my end. When I went to look at the property, the sale price of the property was \$399,000, there was conflict going back and forth that the sale price was \$697,000 and somebody, it was not me, and negotiated that property to \$399,000. When I went to look at the property, the sale price of the property was \$399,000. So whoever negotiated the property from \$697,000 to \$400,000, was not me. When I drove by the house, I called the phone number and I went to look at the house, me and my father. My parents could not be here tonight because my dad is sick. So I went to look at the house and we bought the property for \$338,000. When I walked into the house, the house was a two-family. The prior owner Pat Visconti, ran the house for many, many years as a four family and wanted to go to a five family, she was building an apartment upstairs from the garages. It was a two-family house, the C of O was a two-family, I bought the house as it, the contract says as is. I immediately, me and my dad and the contractor immediately ripped out the kitchen and the bathrooms downstairs in the basement, we spent tons and tons of money to bring the house back to a two-family. She had the basement rent. The basement she divided into two parts, there was a kitchen in there, so that was all torn out and back to a two-family, that I bought the house for. I have two tenants there now, I have a school teacher on the second floor, he's been there for I believe 16-17 years, his rent \$1800 a month, downstairs they pay \$3000 a month, I raised nobody's rent just to keep the property because my parents live in Yonkers, they would like to come up to Mount Kisco to join me and my two sisters that live in Mount Kisco. So we purchased this house together, and we fixed it up, I spent over \$150,000 into the house, I redid everything, I cleaned up all the violations when I did buy the house. There were three violations that we cleared and I believe, according to my memory, it took us about two-three months, we brought the house back to an existing two-family house, not to a four or five family. The house is clean, you guys are more than welcome to come to do a site visit. We would be more than happy to show you, it's all coded, everything is there. There's nothing else, my intention was never to buy the house and keep it as a four or five family. I believe if somebody else would have bought the house they would have definitely kept it as a four or five family because it was setup that way but I just brought it back to the existing two-family house.

Ms. Richards stated I have one question for you.

Mr. Mareschi stated sure.

Ms. Richards stated when you bought the house, when you went and saw it, you get this little piece of paper which is the MLS listing because they have it in the house. It very clearly says on here that this was a formerly a multi-family home which Town zoning has just reverted back to a one-family, blah, blah, it can never be used again as a two- or three-family, one family only. So you must have seen this?

Mr. Gaudioso stated yeah but that's not correct though. The point is, is that that's just simply not correct, so because a real estate broker writes the fact that something is a one-family, what's the relevance of that legally?

Ms. Richards stated the relevance is that he bought it knowing that it said it can only be used a one-family.

Mr. Gaudioso stated that's completely incorrect.

Chairman Boxer stated didn't that put him on notice to make further inquiry?

Mr. Gaudioso stated well he did make further inquiry and in fact, in the title, the chain of title, the stipulation of settlement is not indexed in the chain of title for this piece of property and that's not, don't take my word for that. The Building Inspector's own title search and legal memorandum confirm that, so...

Chairman Boxer stated okay, fine I want to make one point. You say that prior to you buying it had been used as a three and a four family...

Mr. Mareschi stated four, going to a fifth.

Chairman Boxer stated okay.

Ms. Mareschi stated for years.

Chairman Boxer stated now as far as I, we'll save that for the end, okay.

Mr. Gaudioso stated and that's not a basis, I just want to make something clear. This application is brought as an appeal to the Zoning Board of Appeals which has that authority to review that appeal. The Zoning Board of Appeals is limited to the reasons stated in the Notice of Revocation for why this property, why this C of O from 1990 was revoked decades later. And the reasons given in the Notice of Revocation, while difficult to parse out, are limited to the fact that it was a single, multifamily use in a single family zone, and it referenced the Stipulation of Settlement. There's nothing in the Notice of Revocation whatsoever about any type of prior multi-family use beyond the two-family use as a basis to revoke the C of O. Let me make that perfectly clear. In addition to that, there were multiple, multiple Building Inspectors, multiple notices of violation regarding this issue for many years and in fact when Mr. Mareschi and his corporation bought the property, there was not a revocation of the Certificate of Occupancy, there was not a violation that said that it would be revoked for these reasons, in fact it was just the opposite. The only document in the record, the only document in the record was the valid Certificate of Occupancy from 1990. So as far as being on notice, his on notice was that the stipulation of record was not indexed against the property as conceded by the Building Inspector's legal memorandum and the only legal document in the record was the Certificate of Occupancy declaring it a two-family dwelling. Now, did he get a good deal on it, I don't know, not really because he had to put \$150,000 into it to bring it up to speed, okay. Is the seller, who didn't make a full commission it, upset, I'm sure they are. I suspect the realtor is upset about that and that's why we would ask for her to be brought in by subpoena, so we could ask the questions based on her hearsay statements that were submitted to the record. But the reality is that there was an arm's length transaction, okay, the contract of sale specifically says as is, the contract of sale does not limit to a single-family use. There's nothing that he agreed to, to limit to a single family use. So the fact that the seller, may or may not have had good advice or may or may not have made a good deal, that's irrelevant to this application.

Mr. Mareschi stated and prior to that the seller called me numerous times, pressured me to close in a matter of weeks because her husband was sick, they needed the money and she didn't want to gain the cost of the winter that was around the corner. And she knew exactly that I was buying the house as a two-family. And she told me herself that there's a two-family C of O in the file. I came to Village Hall back in October or November, whatever month it was and I saw a two-family C of O in the file.

Chairman Boxer stated any more comments?

Mr. Gaudioso stated well no, at this time, no.

Chairman Boxer stated thank you.

Mr. Maron stated did you have anything else to add?

Mr. Gaudioso stated well no, if there is anything else submitted to the record, or any other comment...

Mr. Maron stated well I just have a question, with respect, I have the Notice of Revocation from April 12, 2017 in front of me, I assume you have that.

Mr. Gaudioso stated I do.

Mr. Maron stated I notice that the second paragraph talks about an inspection conducted by the former Building Inspector John Landi and the findings and a three family dwelling. The third paragraph talks about a further inspection by a Building Inspector Robert Melillo which talks about illegal occupancy, yet it's your position that this revocation was based solely on a stipulation.

Mr. Gaudioso stated well I think when you look at the revocation, that's all background information, when you look at the second page, top of the second page.

Mr. Maron stated I'm actually missing that right now. What I was saying is those two that stipulation is not until third paragraph below there, the second page was fairly short...

Mr. Gaudioso stated what I'm saying, it was a full page, let me just find the right spot, just to... So when you look at the second page, I'm going to quote it for you. "Certificate of Occupancy number 3664 was issued in error, the premises is and was located in an R-6 single family zoning district which prohibits the establishment of two-family dwellings." That is the only reason given, based on the Code provision which

I cited to you before, as the reason for the revocation and quite frankly, there's nothing in that Code provision that would allow the Building Inspector to termination and withdraw the Certificate of Occupancy for some other arguable expansion of the a nonconforming use. If that's, if that's the shift in the position now after a year and half, I would be quite shocked but section 51-9 E specifically limits why the Building Inspector, I should say the Code Enforcement Officer, not the Building Inspector, can determine that a Certificate of Occupancy should be revoked.

Mr. Maron stated now on, moving on to another matter. Your application was also in the alternative, either for interpretation or appeal or for a use variance.

Mr. Gaudioso stated correct.

Mr. Maron stated your initial submission outlined the different steps for a use variance, do you want to expand on that?

Mr. Gaudioso stated so I think, I think there's really only three issues to touch on that. Number one, this was not a self-created hardship. Again the stipulation of settlement was not indexed against this property, okay. There was a Certificate of Occupancy in the record and those are the two controlling documents. Secondly, as far as the dollars and cents proof, you've heard the testimony of the architect at the last hearing, he testified to the fact that the property is an oversized property with an oversized building that's designed and constructed and laid out as a two-family residence. You know that Mr. Mareschi bought the property for, I believe it was \$338,000, he's testified that he's put \$150,000 into it to bring it up to speed. He's told you what the, quite frankly, rather low rent is for the two different tenants and it's our position based on that that there's not a reasonable return on this property to not only convert it to a one family but to rent it as a one family and to make a reasonable return given the overhead, given the amount that was put in, the purchase price and the amount of rent that could be received. Also, what we did discuss last time, we did after and Mr. Mareschi offered it again tonight for a site visit. But if the Board is familiar with the property, the back of the property abuts TJ Maxx. The front of the property abuts the hospital's parking garage. Next door to the parking garage is what looks like a single family residence. We understand that its actually used illegally as offices. And the property to the right is in derelict condition due to a prior fire and the inability to be able to bring it up to speed because that property probably needs to be a two family house as well. So given the condition of the neighborhood, we also believe that the two family residence is appropriate and that the use variance should be issued based on the criteria of New York State Village Law.

Mr. Maron stated okay, one final issue, Ms. Richards has started to ask and I think she did ask if Mr., if the applicant was aware of the listing. Did you also ask and if you didn't, I'll ask now. Were you aware of the, for whatever its worth, that stipulation of settlement, prior to your closing, were you aware that there was that document?

Ms. Richards stated the one that said it could not, that if anyone else bought it would have to go back to being a one-family?

Mr. Mareschi stated I did not know that.

Mr. Maron stated so you had not seen it?

Mr. Gaudioso stated let me ask a follow-up question, did the seller pressure you to sign a document to agree to keep it as a one family residence and you refused to sign it.

Mr. Mareschi stated correct.

Ms. Richards stated say that again.

Mr. Gaudioso stated did the seller pressure you to sign a document, to sign a contract to keep it as a one-family use and you refused to sign it, is that correct?

Mr. Mareschi stated that's correct, correct.

Mr. Gaudioso stated and you specifically signed the contract "as-is" not limiting it to a one-family residence.

Mr. Mareschi stated yes, I did, I didn't sign nothing else.

Mr. Maron stated I didn't have anything else, Mr. Chairman.

Chairman Boxer stated any questions?

Mr. Maron stated Mr. Chairman?

Chairman Boxer stated yes.

Ms. Georgiou stated would you like me to do it from here?

Chairman Boxer stated I'm not really looking for another back and forth between you guys...

Ms. Georgiou stated I understand, I've never even met Mr. Gaudioso...

Mr. Gaudioso stated good evening.

Ms. Georgiou stated good evening. I would just like to comment based on what discussed. I won't take a lot of time but I would like to not get into a back and forth situation. First of all, I never saw the record that was disputed that the appellant was unaware of the stipulations. So the appellant now is saying that he was unaware of the stipulation for the existence of the stipulation before he acquired the property, is that correct?

Mr. Gaudioso stated that's what he said.

Ms. Georgiou stated okay, that, I don't think anything in the record says that other than this statement today, so. But he obviously was aware that the house, based on the multiple listing, had to be, it was being sold as a single-family based on the multiple listing.

Mr. Gaudioso stated let me reiterate, he specifically did not agree to any condition limiting it to a single-family.

Ms. Georgiou stated he didn't agree the condition but he was aware it was being sold as single-family home.

Mr. Gaudioso stated if you look at a prior MLS listing, it was being sold as a multi-family dwelling.

Ms. Richards stated right, then they changed it to a single-family with this stipulation because they're both right here.

Ms. Georgiou stated and they changed it and one would think you would inquire about the change.

Mr. Gaudioso stated so what's very important about a sale of a piece of real estate is that the only thing that matters legally is the contract, okay. Any other extraneous information is irrelevant to the sale under the statute of frauds for a piece of real estate.

Chairman Boxer stated are you saying though that the contract was signed because the, you're saying the seller knew what the record was in the Building Department?

Mr. Gaudioso stated not following.

Chairman Boxer stated the seller said, you said you wanted a two-family...

Mr. Gaudioso stated he said he was going to buy the house, as it was, violations and all for \$338,000 and that's what the contract of sale says.

Chairman Boxer stated okay.

Mr. Gaudioso stated he would not agree to any conditions to keep it any other way and quite frankly what the seller believed or didn't believe or wanted in the contract or didn't get in the contract is irrelevant. It just simply is. The seller feels like she got beat on a contract. Quite frankly that's not relevant to this issue.

Chairman Boxer stated that's not what we're saying. No one ever brought that up. Any other comments?

Ms. Georgiou stated I'd just like to, I'll just go through mine.

Chairman Boxer stated yes, go ahead.

Mr. Gaudioso stated sure.

Ms. Georgiou stated first of all, the opening discussion about whether or not there was a legal two-family use, nonconforming use when it was commenced, is a diversion. Basically, any legal nonconforming use of the premises, legal two-family has been extinguished. And that was extinguished no later than upon the death of Stephen Fava which was in 2010. That is our position that it no longer exists. It probably was extinguished prior to that but certainly we can look to the death of Stephen Fava as the date that was extinguished. Also, going to the Notice of Revocation. Clearly the inspection reports are referenced that discuss the illegal use of the premises multi-family use of the premises. That's part of the Notice of Revocation and our view would be, certainly now based on the record that we have, including an affidavit from the former Building Inspector who has substantiated that there was a four family use. His inspection report says a three family, there was a three family use but clearly the nonconforming two-family was discontinued and under the Zoning Code, when it's been discontinued for a year or more, it's done, it's terminated. That's another independent basis from the stipulation but we feel that that would be covered in this Notice of Revocation. Also, the Notice of Revocation itself includes multiple reasons for the revocation. Also, just as an aside, based on a review of the record, this 1990 Certificate of Occupancy, as you properly stated was for a legal nonconforming two-family, a legal nonconforming two-family. It was not for a two-family, it was for a legal nonconforming two-family. That use is controlled. That use is restricted, pursuant to the Zoning Code, Zoning Code section 110-34. It cannot be expanded, it cannot be discontinued, and there are other constraints on nonconforming uses. That's what the CO gave Stephen Fava. Yes, Stephen Fava, you remember Stephen Fava. Stephen Fava is who signed the stipulation. Well that CO in 1990 was issued to Stephen Fava by the Building Inspector, as the owner of the property. Apparently, everyone thought Stephen Fava was the owner of the property, including the gentleman, the other person that provided an affidavit that was submitted on behalf of the appellant, he was known as the owner of the property. And also with regard to the 1990 CO for the nonconforming two-family use, there had been a transfer actually before that time. So it's unknown why in 1990 that the Building Inspector issued a CO for a preexisting nonconforming two-family, when there had been a transfer of ownership that would have triggered the stipulation. It would have triggered the use to convert, to revert to a single-family home. That's a question unanswered based on the record. Also, there is a lot mentioned about the Code Enforcement Officer versus the Building Inspector, they are the same person, they are defined the same in the Code. It's a completely non-issue. There clearly was authority for the Building Inspector to issue the Notice of Revocation for alleged illegal use of a preexisting nonconforming use. The whole idea between, for nonconforming uses, the whole [inaudible] background is for them to eventually be extinguished, to be restricted, that's the public policy behind them. Again, it was not a CO for a two-family or a single-family or three-family, it was a CO for a legal nonconforming two-family use which is restricted under the Zoning Code. Also, with regard to the stipulation itself, Mr. Gaudioso kicked out two sentences from I think an 11 page legal memorandum that we had submitted. The bottom line is we, our advice to the Building Inspector and we have been completely transparent about this, we put our record in...

Mr. Gaudioso stated it took a year and half for you to put that...

Chairman Boxer stated whoa guys.

Mr. Gaudioso stated it took a year and a half.

Mr. Maron stated Robert, please.

Chairman Boxer stated you'll have time and if we vote that way you don't want us to, then you have other options.

Ms. Georgiou stated and in any event, we've been transparent and we told the Building Inspector that he could rely on a stipulation. There is no other record of a Building Inspector receiving any legal advice with regard to the stipulation. The Building Inspector, the former Building Inspector Mr. Landi, I don't think he has a JD, I don't think he has a law degree. I could be wrong, but you know this was a legal question that had to be addressed, we supported, we provided the support for what was done. The other thing is the stipulation was executed 38 years ago, 38 years ago, don't know the facts, the appellant and his counsel can speculate about the facts, what went on at the time. Stephen Fava was clearly known as the owner of the property, the CO in 1990 was issued to him. It's too late to challenge this, the statute of limitations has expired, we've provided case law in our submissions, again, we have submission dated April 11th and May 8th, that are in the record. We have cases in there, we reference case law to support that and again we have also made the argument under the doctrine of equitable estoppel, legal doctrine that the two-family use was enjoyed by the appellant and the prior owners and the Village to is detriment allowed the nonconforming use to continue, we had given cases on that. On that basis alone, the stipulation is enforceable. Beyond that, the fact that the stipulation was not filed with the County Clerk has been raised and that's true, it was not filed with the County Clerk, however, the requirement did not exist in 1980. Absolutely did not exist, and that was also in our papers. And, Mr. Fava was a party to the ZBA appeal in 1980, and to the litigation that was brought, the Article 78 litigation. Also, I won't take much more time, we feel like Stephen Fava and we provided legal arguments why Stephen Fava could represent his wife's interests in 1980, we've

provided case law on that, the Rapp Case. Also our view is that the Board of Trustees was authorized to execute the stipulation in 1980, based on Village Law provisions that gave them broad authority and the Commco case which the appellant relies on heavily, in fact their last submission, several pages of excerpts from that case were included. We agree that case is just about on point, however it was decided years after the stipulation was executed and does not apply. So again, we feel that that stipulation is valid, that certainly is something that extinguished the use, the nonconforming use no later than in 2010.

Chairman Boxer stated thank you.

Mr. Maron stated just if Mr. Chairman, if I may, just one question. The, Ana?

Ms. Georgiou stated I'm sorry.

Mr. Maron stated my question was for you, you mentioned that Mr. Fava was a party to the application. Wasn't he the applicant?

Ms. Georgiou stated he was the applicant. He was a party to the Article...

Mr. Maron stated were there any other parties?

Ms. Georgiou stated he was an applicant in 1970 and 1980 before the ZBA for the variances that he applied for. He was a party to the Article 78, he was the petitioner.

Mr. Maron stated oh, that's what you meant?

Ms. Georgiou stated yes.

Mr. Maron stated thank you.

Mr. Gaudioso stated so if I may in response, a couple brief points.

Chairman Boxer stated no, come on, it's all in writing already.

Mr. Gaudioso stated no, it's not because there were a couple things that were stated that weren't correct.

Chairman Boxer stated I'm not going to allow it.

Mr. Gaudioso stated you're going to cut us off.

Chairman Boxer stated I'm going to ask for a motion to...

Mr. Gaudioso stated I'm going to state for the record that we have additional information to provide.

Chairman Boxer stated alright, I will give you one week to present it in writing...

Mr. Maron stated I would...

Chairman Boxer stated the other side of the coin is...

Mr. Maron stated Harold, if he wants to say something, no disrespect intended, but if he wants to say something now, we've had writing back and forth for 3 months. If he wants to say something now, why don't we let him say it? Why don't you let him add something if he wants.

Mr. Gaudioso stated I'm going to work backwards, there was a long discussion about the Commco case from 1984. We also cited to the North Pelham Case from 1936 and the additional case from the Village of Westbury dating back to 1967. So the case law on the Village Board not having authority to sign the stipulation of settlement goes back 1936. We respect to not being required to be filed in 1980, the stipulation of settlement, that has to go to the CPLR section but that has nothing to do with whether it was filed against this property with respect to a title issue, okay? That's a very important distinction. As far as the prior transfers, that's exactly the case. There were prior transfers. There were prior reviews by prior Building Inspectors and the Village never saw fit to revoke the C of O from 1990, never once. Not until after the current applicant bought the property. And finally and most importantly, this bait and switch about the fact that there was an extinguishment of the two-family dwelling use that has never come up before, okay. That is not a basis of the requirement on its face in the Notice of Revocation. That is not a valid basis under the section that was cited in the Notice of Revocation for the revocation of the C of O from 1990. If there was a provision in the Code that allowed the Building Inspector or the Code

Enforcement office to revoke a C of O because there was an expansion of a nonconforming use, the Building Inspector or the Code Enforcement Officer, could have issued a Notice of Revocation on that basis. He did not, that is not before this Board that basis for the Notice of Revocation. Thank you.

Chairman Boxer stated anything else?

Mr. Gaudioso stated no, we appreciate your time this evening, thank you.

Mr. Rose stated I just have a question for counsel, I believe that it was stated here that the Zoning Board is constrained to look at this only the basis of the words that were used in the revocation. And I would ask is that literally true? Because I believe that by law the Zoning Board can agree with a ruling or disagree but it can also amend and expand on a ruling made by the Building Authority.

Mr. Maron stated legally you can do that. In this case the applicant has asked for, they're termed it, in some cases as interpretation, in other cases it's an appeal. They are either asking for an interpretation of the Building Inspector's revocation letter or they're appealing the revocation letter. It has been characterized as two different things. I'm not saying if you have to stand, you have the opportunity to look at it and review the record as presented by the applicant, as presented by the Building Inspector. You don't have to stand, your decision is not just based on a three page letter or a two page letter, and I think you're looking at the whole record.

Mr. Gaudioso stated but the revocation, our position is though, is that the revocation was strictly based on the fact that the property is not a legal prior nonconforming two-family dwelling and if it were, that it was extinguish by operation of the stipulation of settlement. There's nothing in the Building Inspector's Notice of Revocation was a, was somehow extinguished because it was an expansion of a prior nonconforming use. In fact, when you look at the Code section that's relied on, there is nothing in that code section 51- E, says Revocation or suspension of Certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy or Certificate of Compliance or a temporary Certificate was issued in error because of incorrect, inaccurate, or incomplete information and the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend the certificate. In fact the Notice of Violation never one said bring it, never once limited, said it was being extinguished for being an expansion of a nonconforming use. It never said that, never made that argument.

Mr. Maron stated if I may, I'm not going to argue with you but I'm just going to say that my reading of that revocation letter is there are, there are at least three different reasons for the revocation and they cite previous inspections and opportunities to correct, which weren't taken...

Mr. Gaudioso stated but...

Mr. Maron stated it doesn't rely solely on the, what you refer to as the stipulation, there were two other inspections and two other opportunities to correct.

Mr. Gaudioso stated but it was to correct it back to a single-family use. It never said, it never said that it had to be brought back to a single-family use...

Ms. Georgiou stated can I say something?

Mr. Maron stated in a minute.

Mr. Gaudioso stated because it was an expansion of a nonconforming use and if it did say that, section 51-9 does not allow that as a basis to revoke a C of O, it just doesn't. If someone expands, if you had a nonconforming use, if you had a property that was nonconforming because it was built in 1877 and you expanded it by putting a dormer on it, okay, you wouldn't lose your Certificate of Occupancy going back to the current zone, you just wouldn't.

Mr. Maron stated I don't think that's what they're saying.

Ms. Georgiou stated I just, that's not happened here.

Chairman Boxer stated that's not what expansion means but let her speak please.

Mr. Georgiou stated its clear that the Building Code for the Village of Mount Kisco and the Zoning Code work together and I provided, we provided multiple code sections that show that that's the case. And under the Zoning Code section 110-36, no CO can be issued unless the use complies with the Zoning Code. It's clear. So we disagree, it's absolutely, as far as the Building Code goes section 51, the Building Inspector

has authority to revoke CO's based on an illegal use. Here in the Notice of Revocation, it clearly refers to the inspection reports that speak to there being an illegal three-family, multi-family at the premises. The Building Inspector had authority, there's no question.

Mr. Gaudioso stated where in that Notice of Revocation does it say its being revoked because it was an expansion of a nonconforming use. Show me, show me one time does it say that.

Ms. Georgiou stated let's go on...

Mr. Maron stated I think just leave that as a rhetorical question, I don't think the Board needs to give you, you're asking the question.

Mr. Gaudioso stated I'm asking because quite frankly, after a year and half, it's the first time I've heard the issue raised.

Mr. Maron stated what is this year and a half you're talking about?

Mr. Gaudioso stated this is the first time the issue has been raised that an expansion of the nonconforming use somehow is the basis for the revocation.

Ms. Georgiou stated do you want to close the hearing?

Chairman Boxer stated I'm going to request that I have a motion to close the public hearing.

Ms. Richards stated I make a motion to close the public hearing.

Chairman Boxer stated second?

Mr. Rose stated second.

Chairman Boxer asked for all in favor. The motion carried by a vote of 5 to 0.

Chairman Boxer stated all opposed? It carries, thank you.

Mr. Gaudioso stated thank you.

Chairman Boxer stated okay. Any other discussion?

Ms. Richards stated just that we consider, we don't have to consider just what's in the case, we can consider not just what's in the case, just what's in the Notice of Revocation, we can consider current Codes and uses that occurred through the years.

Mr. Maron stated you may consider everything that's been presented to you on the record.

Ms. Richards stated got it, okay.

Mr. Maron stated you have the three inches of record there.

Ms. Richards stated it's ten if you put it all together.

Chairman Boxer stated okay, I'm going to ask for a vote.

Mr. Maron stated a vote on what?

Mr. Rose stated I believe it's a two part thing, is it not?

Ms. Richards stated a use variance and an interpretation.

Mr. Rose stated asking either for a ruling that the revocation was made in error and if we don't agree with that, then they're asking for a use variance, is that?

Ms. Richards stated that's how I read it.

Mr. Maron stated correct, yes because they said it's an alternative application. In other words they said they're appealing the determination and in the alternative, they're seeking a use variance. Do if you agree that the Building Inspector was, if you believe, if you say that the Building Inspector was wrong, they've

outlined standards and submitted some testimony with respect to a use variance but you don't have to address that, if the Building Inspector was wrong then the C of O is still valid. If you say that the Building Inspector was correct in revoking the C of O, then you can address the issue that they've also addressed as far as seeking a use variance to continue the use as a two-family dwelling. That appears to be their intention in the application.

Chairman Boxer stated okay.

Mr. Rose stated well to wrap that into one. I would make a motion that the Board concurs with the revocation of the C of O, which was issued by the Building Inspector. And two, the use variance for the house as a two-family house, not be approved because frankly in the record we don't see the basis for granting it. There are some pretty strict economic requirements to prove that the property can't be made profitable. And to whether the alleged hardship has not been self-created, I think the Board would judge that the record shows that it was sold to the current owner as a one-family house but, and therefore the alleged hardship was self-created. And if that's the case, then there was no allowance for a use variance to be granted.

Mr. Maron stated I would, is that, I don't know if that was a motion or what...

Ms. Richards stated that was a motion.

Mr. Maron stated but I would suggest that if you intend to vote on something, you need to outline the basis for your reasoning and on all respects and run through the standards. I mean the basis for your concurring, as you said, with the Building Inspector's decision and then you need to run through the basis for the standards too. So either you or someone else wants to do that, I really recommend that you do that.

Chairman Boxer stated okay.

Mr. Maron stated if you want, my understanding of the Board, I don't have that much experience with you folks, my understanding is normally the Board would quickly run through some decision or findings and then ask the counsel to write up the formal thing with all the attachments and all the submissions.

Chairman Boxer stated okay.

Mr. Maron stated if you want me to draft something for the next meeting, I can do that...

Mr. Rose stated I would much...

Mr. Maron stated if you want to go through something now, in the form of a resolution and I would just formalize, as you've done in the past, I don't care. I can't tell you what to do, but I'm just telling what you just said really isn't a motion.

Mr. Rose stated right, withdraw that as rambling discussion as opposed to the proper form for a motion.

Chairman Boxer stated I will make the motion, then. The motion on the decision on the interpretation of the Building Inspector of the revocation of the CO, we feel was proper and that there's nothing to show when it was legal two-family before the Zoning Code or after the Zoning Code. He has not shown it was a two-family prior to the legal nonconforming use. There are records in the Building Department to show that it went from a one-family to a two-family, then possible to a three-family and a four-family and that shows that there was a discontinuance of the prior nonconforming use as a two family. As to the variance, one, there has been no showing of financial hardship, in that we have not seen any records that say what the rent would be for a one-family and what the carrying costs of the property is. The hardship, we agree it's not unique. There are other houses similar with a situation and they are now currently being addressed by the Building Department. We don't think it will alter the character of the neighborhood because nothing in the, nothing has to be done to change the outside, so the outside will remain the same and we do feel that the hardship was self-created, as shown by the fact that a change in the listing and the listings are at the property all the time and frankly, the price paid does not come up to the price that a two-family dwelling could get in the Village of Mount Kisco. Second?

Mr. Rose seconded the motion.

Chairman Boxer asked for all in favor.

Chairman Boxer asked for any opposed.

Ms. Taylor stated I was going to bring an easel, I have like 10 of them.

Mr. Balducci stated I have an easel.

Ms. Richards stated can you stand it up?

Chairman Boxer stated okay.

Mr. Palmer stated so we are very excited to show this Board by our lovely models here, new renderings that we had prepared. This Board had some comments with respect to the proposed front mounted building signage. So what we have in front of us, which we'll ask our architect to go through and we'll go through some other details that this Board asked us to look into as we proceed in our presentation. But first we would like to show you the new renderings. And if Jeff, you wouldn't mind running through the views that we're showing for both the front and side signage.

Mr. Taylor stated we did a photorealistic rendering. Obviously that's the existing view looking from the main entrance on Main Street and we did an overlay with the, to scale drawings showing the new elevation which is a totally redone façade facing the parking lot and also the municipal parking lot. The parking lot for HomeGoods and this parking lot. The building will be totally refaced and with a new entrance and a raised canopy that will go approximately 6 feet above the existing roof elevation. So it will raise up the sign fascia area, to make it a little bit more visible from Main Street and for a backdrop for a new internally illuminated sign. And then the same material will be used on the return sides and returning down on the west side of the building and with accents which also are practical for our storm drainage, that drain into an existing storm drainage system down onto the grade. Those will be accented and with a new cornice on top, so it ties it all together. And then all new facing with a brick face coursing about 42 inches high at the base, goes around the south and the west sides facing the municipal parking lot. This view as you'll see is looking at driving in from Main Street. There's a limited viewpoint as you drive east on Main Street, so we're trying to capture that with the façade and with the raised side canopy and a new sign so it's more visible, as well as a side mounted sign facing west which is facing toward the train station.

Chairman Boxer stated I have a question on the illumination.

Mr. Taylor stated its internally illuminated, LED's.

Chairman Boxer stated when you say internally, is that the whole area, the whole light or just the letters?

Mr. Taylor stated no, just the face, I'm sorry. It's a plexi face, internally illuminated, the side are opaque and it's just so, it would just be the face letters, plexi face...

Chairman Boxer stated okay.

Mr. Taylor stated they call it a channel type sign.

Ms. Richards stated I have a question. I understand because I was here last time, why you want the side sign but honestly, can anyone see.

Mr. Taylor stated from the municipal parking lot you'll see it and also from Metro North, you'll be able to see it as you going that direction.

Ms. Richards stated meaning I'm on the train and I'm going to say oh, there's a HomeGoods?

Mr. Taylor stated yes and get off there.

Mr. Palmer stated if I may, one of the new rendering that's shown is actually take from, is essentially taken from the bridge, so you are seeing it as you come down.

Mr. Taylor stated this is the other rendering.

Mr. Palmer stated there's a raise in topography as you go up the bridge.

Ms. Richards stated okay, so that would be if I'm driving.

Mr. Taylor stated yes.

Ms. Richards stated down, because I was going to say what's the purpose of that sign and you know...

Mr. Taylor stated there is.

Ms. Richards stated and now I understand. What you did not show is the monument sign, which I think was the biggest concern, right?

Mr. Palmer stated while Jeff is pulling up that sign, just by way of procedural background, since we were last before this Board, we were, we met with the Architectural Review Board for a preliminary meeting. In particular there was a comment from this Board about the color of the monument, free standing sign and we've also been before the Planning Board who closed their public hearing, they did leave it open for public comment but they also adopted a Negative Declaration under SEQRA. So now before you we have the proposed monument sign, it's a refaced sign, the existing monument sign that's out on Main Street, again one of the truly only visible aspects of the signage for this particular property, given its setback behind the buildings that are, like Bicycle World, that are on Main Street, would replace in its location the façade, the two signs are there with one HomeGoods sign. And the ARB was comfortable with the colors.

Ms. Richards stated I'm okay with it, I gave my opinion before.

Mr. Rose stated well wait a second though, before, unless something has changed the sign was to just replace what was there in the same size.

Mr. Taylor stated it is, it's a 4 by 8 sign.

Mr. Rose stated it's a 4 by 7. And that's stated in the application.

Mr. Taylor stated this was from March, this is the correct one.

Ms. Richards stated that says 4 by 8 also.

Mr. Taylor stated it's a 4 by 7.

Mr. Palmer stated it's a 28 square foot free standing sign. It's replacing it in kind, we can certainly clarify on the plan to indicate that it is a replacement of the sign in kind. So there were not be any increased sign, it is replacing the two signs with one similar...

Mr. Kempner stated if I can just clarify, the box is remaining, this is all staying. We're just replacing the plastic in between. It is the same size. It's the same box, just replacing the Plexiglas inside.

Mr. Taylor stated correct.

Mr. Rose stated so was it presented to the ARB then as a 4 by 8 or 4 by 7.

Mr. Palmer stated we will be back before the tomorrow evening, at which point before that meeting we will confirm with again the size, as Mr. Kempner mentioned, will remain as the size of the existing box. It is just replacing the Plexiglas with the one.

Mr. Rose stated because since that's drawn to a scale of 4 by 8, it would affect the size of the letters as well.

Mr. Taylor stated yeah.

Mr. Rose stated that wouldn't fit in a 4 by 7, the HomeGoods part.

Mr. Taylor stated it will be reduced proportionally, the size of the box won't be changed.

Mr. Rose stated will still be HomeGoods, not HomeGoods.

Laughter

Ms. Richards stated I mean in my opinion, I think it's an improvement. So I know you and I had some conversation about this. I do not object to this in anyway, I think it's good for the Town, I think the building is improved and I don't object to the red sign. That's me.

Chairman Boxer stated any other comments?

Ms. Greenberg stated is the whole sign illuminated or just the letters?

Mr. Taylor stated this one has the entire sign, it's currently that way.

Ms. Richards stated it's the same as it was.

Ms. Greenberg stated its internally...

Mr. Palmer stated its flipped, from our perspective,, it would actually be less bright because its flipping the white, so it's illuminated whereas the red is...

Mr. Taylor stated so it's a softer...

Mr. Rose stated because at night you wouldn't really see the red very much. It would be the white in the letters that stands out.

Ms. Richards stated I also think its appropriate for this kind of business to expect that kind of sign so people will go, because otherwise it is a funny location. And so even though you're asking for like, so many variances, I just think its okay with me. That's my opinion.

Mr. Rose stated actually it's, probably looks better than...

Ms. Richards stated than what exists, yeah because I've always thought that sign was horrible. And the building, can we see the building again. Somebody has the building, right?

Mr. Rose stated and the building is improved in appearance as well.

Mr. Palmer stated this will all be the other...

Ms. Richards stated the building is so much better because its looks terrible now. And I mean, although you could probably live without that side sign, I don't have a huge objection to it. I'm okay with it. That's me, you? You're okay with it, yeah? Harold?

Chairman Boxer stated I'm fine.

Ms. Richards stated okay.

Chairman Boxer stated I'm going to need someone to give me their, I don't have the original submission, so I don't know what variances they're seeking.

The Secretary stated I have it, what do you need out of it?

Chairman Boxer stated just their original...

Whitney Singleton stated just give him mine, it's fine.

Ms. Richards stated we need to go through the 5 factors because its area, considered area? Okay.

Chairman Boxer stated okay.

Whitney Singleton stated before you get into that Harold, the question is...

Chairman Boxer stated yes.

Whitney Singleton stated would you, would members of this Board or any member of this Board prefer to go through each variance individually or do you want to handle them collectively?

Ms. Richards stated let's handle them collectively.

Whitney Singleton stated that's fine, I just want to make sure.

Mr. Rose stated I think that we can probably do it collectively.

Chairman Boxer stated okay so then we'll need a motion and well first...

Ms. Richards stated you have to go through the five factors.

Chairman Boxer stated we'll go through the five.

1. *Whether an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties will be created by the granting of the area variance.*

Ms. Richards stated it's an improvement to the property and area, so that answers that.

2. *Whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than area variance.*

Mr. Rose stated I would say no because it's a difficult location for any business that's relying visibility to get that first time customer in and once they know its there, it will be easier to return but this is an awkward place.

3. *Whether the requested area variance is substantial.*

Ms. Richards stated it's substantial in regards to the building and what exists there now.

4. *Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district.*

Ms. Richards stated no, it has no effect at all.

5. *Whether the alleged difficulty was self-created which consideration shall be relevant to the decision of the Board which shall not necessarily preclude the granting of the area variance?*

Chairman Boxer stated I'm going to answer that one. I think it's not that it was self-created, it was there when you got there, you didn't create it.

Mr. Rose stated I would also suggest that under the, that one of the provisions of magnitude of a variance is concerned, well we don't want to create precedents but it is what it is in terms of a building that is quite removed and not very visible from the street that close to us.

Ms. Richards stated right.

Ms. Rose stated and the Board in previous instances, well at least in one certainly Target, did make an allowance for the difficulty of seeing the sign from a distance, and therefore what might seem large compared to the Code requirements, it's really not so large in terms of apparent size from a distance.

Chairman Boxer stated it's also unique to this situation that we're granting the variance for this particular building, whereas a building right on Main Street would not be the same...

Ms. Richards stated right.

Chairman Boxer stated and we're not condoning it.

Whitney Singleton stated so what was your suggested determination as to whether or not its self-created?

Chairman Boxer stated no.

Whitney Singleton stated no, okay.

Ms. Richards stated the only...

Whitney Singleton stated so what you would need to do before you vote on it or anything is to close the public hearing.

Ms. Richards stated there can be, sorry, wait, just one, there can be something that says no additional signage will be allowed?

Whitney Singleton stated well you can impose whatever reasonable conditions that you wish to impose.

Ms. Richards stated I mean, there's not additional signage you're going to need, right?

Mr. Taylor stated no.

Ms. Richards stated because that way you don't end up with more signs, I think, I would feel more comfortable if we say that.

Mr. Taylor stated okay.

Chairman Boxer stated okay. Of course if the signs get damaged, you can replace them.

Ms. Richards stated that's different.

Mr. Rose stated I...

Chairman Boxer stated any comments from the public on this one? Okay...

Mr. Rose stated I would move to close the public hearing. Ms. Richards seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated okay, now can I just say that...

Ms. Richards stated I'll make a motion to grant the variances, with the one condition but I don't have to name them all, do I?

Whitney Singleton stated all the...

Chairman Boxer stated as requested.

Whitney Singleton stated no but usually we have a set of standard conditions of approval for this set of plans, and this set of plans.

Ms. Richards stated right, okay. Standard conditions of approval as well as condition that there be no additional signage in the future.

Chairman Boxer stated and also that the standalone sign on the street will be 4' by 7'.

Ms. Richards stated there's the motion.

Mr. Rose seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated thank you.

Ms. Richards stated I'll be gone by the time HomeGoods comes to Mount Kisco.

Off-topic conversation.

Whitney Singleton stated do we have the next two applicants? You have a couple of applications here without principal points, I don't know what you want to do with them.

Chairman Boxer stated without what?

Ms. Richards stated I think that's the Toyota's right?

Whitney Singleton stated wait, they actually did theirs.

**3. North County Properties, LLC
255 Kisco Avenue
Mount Kisco, NY 10549
(SBL) 69.49-3-2**

**Case# ZBA18-3
Signage**

Ms. Richards stated oh they did, which one?

Whitney Singleton stated American Sign for the Hospital, has absolutely no principal points and I don't understand, the sign is 7 feet in the air?

Ms. Richards stated I don't understand that one at all.

Whitney Singleton stated and Bueti, just includes why he's different, there's not principal points. So I don't know how you want to handle those?

Ms. Richards stated alright, well let's see if anyone is here for Toyota.

Mr. Rose stated is that on the agenda?

Ms. Richards stated yeah, I think so. Are you North County Properties and J-ETF?

The Secretary stated come up to the dias please.

Ms. Richards stated is that it?

Whitney Singleton stated which one are we doing first?

Ms. Richards stated County is first.

Chairman Boxer stated you are with J-ETF?

Mr. Villani stated I'm the project design team for the signs.

Chairman Boxer stated okay.

Mr. Villani stated so I represent Anunziato Villani Design Consultants for the owners of those two properties.

Chairman Boxer stated I wasn't here last time, do you have samples?

Ms. Richards stated they weren't here.

Whitney Singleton stated they weren't here.

Mr. Villani stated we weren't here last time.

Chairman Boxer stated nobody was here last time.

Ms. Richards stated no.

Mr. Villani stated so we're going to do 255 Kisco Avenue, correct, first?

Ms. Richards stated that's what it says.

Chairman Boxer stated okay.

Mr. Rose stated do we have...

Chairman Boxer stated do you have...

Mr. Villani stated sorry I thought you had.

Chairman Boxer stated you have a big one?

Mr. Villani stated you have them here.

Ms. Richards stated this is Kisco Avenue?

Mr. Villani stated Kisco Avenue. You want me too...

[inaudible]

Ms. Richards stated I don't have that one, I don't think.

Whitney Singleton stated you need plans? Here's mine.

Ms. Richards stated we got one.

Mr. Rose stated are they both on this one set? This is North Bedford Road...

Ms. Richards stated we have Kisco here.

Mr. Rose stated you have Kisco there.

Chairman Boxer stated you submitted all the...

Mr. Villani stated we submitted all the packages I believe.

Chairman Boxer stated Michelle, do you have the written request?

The Secretary stated yes, they were originally given to you last month.

Chairman Boxer stated but I wasn't here last month.

The Secretary stated it was in your packet last month.

Chairman Boxer stated but I left it on the porch.

Ms. Richards stated I wasn't going to, I told Michelle.

Mr. Villani stated should I present or no? It might make it clarify everything.

Chairman Boxer stated I'm sorry Michelle, next time I'll go through everything.

The Secretary stated this is the original.

Chairman Boxer stated okay.

Ms. Richards stated you don't have anything showing the signage on the building, like rendering?

Mr. Villani stated no, I have elevations with it on it.

Ms. Richards stated no, I understand.

Chairman Boxer stated so the first question is on the Kisco Avenue. The way I see the building, you're proposing three signs on the front of the building.

Mr. Villani stated two.

Chairman Boxer stated there's three signs showing there, on your drawing.

Mr. Villani stated on Kisco Avenue, right here? The building is situated off Kisco Avenue, so it suffers from the fact that the front entry is perpendicular to Kisco Avenue.

Chairman Boxer stated right, I know that.

Mr. Villani stated so this is a legal sign, these two are presented on Kisco Avenue so they have advertisement on Kisco Avenue. There's an additional two signs on Kisco Avenue elevation because this is the elevation that faces Kisco Avenue. The front entry elevation is perpendicular.

Chairman Boxer stated okay.

Mr. Villani stated so by, so just to be able to have signage on Kisco Avenue, for the mere fact that they don't have a front entry on Kisco Avenue, it deems a variance as well as the size of the signs.

Chairman Boxer stated okay. What I don't see in here is anything from you, once we get past the signage, I don't see any request in here, okay, its underneath okay, I got it. Okay, I'm good. So they request this for two on the Kisco Avenue and one over the entrance on the side.

Mr. Villani stated this actually, this one has actually been approved and installed because it was...

Whitney Singleton stated there's a little bit more to it then that. If you want me to go through it, I've already drafted out a resolution that sets forth the nature of the request.

Chairman Boxer stated okay.

Whitney Singleton stated so the applicant proposes the erection of three signs, two on the western facade of the building, one on the south most facing facade on the building. Code section 89-11, general provision A for commercial sign district number three, limits each businesses establishment to one principal sign of any type at the primary public entrance and not more than two signs on any building for any establishment. Accordingly, one variance is required for the proposed number of signs, three instead of two and two variances are required for the location of the proposed sign, as two of the three signs are proposed to be located not at the primary entrance of the building. So that is what they're seeking.

Chairman Boxer stated is there going to be any lighting on the signs?

Mr. Villani stated they'll be illuminated. The Toyota sign is internally illuminated, so the letters will be illuminated.

Chairman Boxer stated I see the red letters.

Mr. Rose stated is that the only sign that would illuminated?

Mr. Villani stated yes, I believe so. Which sign is that? The express sign will not be illuminated, not individually, but it will have a light to shine on the site obviously, so it's not internally illuminated...

Ms. Richards stated it says Express Maintenance, internally illuminated, individual modules, no lettering.

Mr. Villani stated the last revision, I actually got scolded for submitting a black and white one so I submitted a package.

Ms. Richards stated but I have a question which is, if you're going to present us with something, it's hard to make a decision without having what's going to be there.

Mr. Villani stated I presented packages, I don't know why we have an old one. There was a new package that was presented with color renderings. There was a newer package with color renderings.

Chairman Boxer stated Michelle, do you have anything with color?

The Secretary stated that record is an original record.

Mr. Villani stated these are the latest ones submitted, this one has even a different note, this says the proposed sign for the Express sign is backlit and internally illuminated.

Whitney Singleton stated when were those submitted?

Mr. Villani stated I would have to go back to see when they were submitted. I didn't present last month, so two months ago?

Mr. Rose stated were they submitted to you.

Ms. Richards stated you said it wasn't internally illuminated.

The Secretary stated the drawings that you have are the original submission. Those are the only renderings that I received.

Mr. Villani stated meaning not individual lettering, but yeah, its illuminated.

Ms. Richards stated I got it. Somebody asked if it was illuminated.

The Secretary stated the renderings that were in color, were probably submitted tp the ARB, they were not submitted separately to Planning, I mean to Zoning, I apologize. So the renderings that were received, that big set of plans is the original set of plans, so they may not have gotten color, but ARB did.

Mr. Villani stated I actually went back and forth with Patti, she wanted the color ones, I don't know what the exchange was. So I don't know if she brought them to ARB because I was presenting to Zoning first.

Chairman Boxer stated well Patti isn't the Secretary for the Zoning Board.

The Secretary stated no, she's Secretary to the Architectural Review Board who got the original submission to deal with the size and number of signs.

Ms. Richards stated no, this in the middle is already done. You can't see the building anyway.

Mr. Villani stated there's the point. If we didn't have the entry perpendicular to Kisco Avenue, why would be presenting two signs on one elevation?

Ms. Richards stated what would happen if you didn't have that sign at the entry? Like, you know what I'm saying, you have the signage on the street side. So once they've seen it, they're already in there, do you really need the signage at the entry?

Mr. Villani stated the signage from the entry was actually provision by Toyota. They wanted Rivera somewhere, so I used, and I wanted to put Rivera up first. So I put Rivera in the old mundane black lettering, that Toyota only allows you to put the dealer name in that lettering. So they force you to put that dealer name above the front entry and then in addition to be able to draw in traffic from Kisco Avenue. That's the reason why we presented two signs on Kisco Avenue. To announce that it's express service and also it's Toyota.

Ms. Richards stated but you said the Rivera, so the Rivera is already there?

Mr. Villani stated the one on North Bedford is already done. I'm not the one who installed it, so they maybe they're waiting for this approval, I have to see, on Kisco Avenue. I don't think they installed it, did you see?

Ms. Richards stated [inaudible] your name so I know on separate applications. So you do not need a variance for this sign?

Mr. Villani stated not just for that sign, no.

Ms. Richards stated and that's the front entrance?

Mr. Villani stated correct.

Ms. Richards stated and so you're looking for a variance for these two.

Mr. Villani stated those two signs, correct.

Ms. Richards stated which are on Kisco.

Mr. Villani stated correct.

Whitney Singleton stated and by virtue of the number, they've exceeded the maximum number.

Ms. Richards stated I understand.

Mr. Villani stated yeah, so adding those two signs are proposed adds the, creates the variance.

Ms. Richards stated that little one, if I'm on Kisco, where is that little one?

Mr. Villani stated its the first one, so if you're driving towards the highway...

Ms. Richards stated yes.

Mr. Villani stated its the first sign you'll see and then Toyota will be on the left.

Chairman Boxer stated now if we do propose to allow you to put the express service up there, you would not be allowed to put the. He has, when you go in in the morning, you have two boards on either side that say Express Service...

Mr. Villani stated oh, they would take that away. I believe it wouldn't be necessary. The reason why they have it there is because we don't have any signage.

Whitney Singleton stated that's in the public right of way, that sign you're talking about, technically it would be governed by the site plan, offsite.

Chairman Boxer stated but they might be nice and not do that.

Whitney Singleton stated my question is what is the use here? Is it an actual dealership? Because I don't see them having sold cars there for the past decade or so.

Mr. Villani stated no, it's express service. They do display cars in the, because it's a glass box...

Whitney Singleton stated its not an automotive dealership.

Chairman Boxer stated I know. That's where I take my care to get serviced.

Ms. Richards stated so why does it need a Toyota sign? Just so people see it?

Mr. Villani stated its Toyota service because it only services Toyota cars.

Ms. Richards stated okay.

Mr. Villani stated it's a Toyota service center.

Ms. Richards stated and it needs Rivera, why?

Mr. Villani stated to make the connection to the service center. They have the service center and they also have another building up Kisco Avenue and then they have the North Bedford location.

Chairman Boxer stated what did they do with the other building?

Mr. Villani stated the other building is actually a storage for cars also and they have a touch point for customers. They go there, they get consultations, whatever and then the main sales building is 325 North Bedford.

Chairman Boxer stated okay.

Ms. Richards stated I have one small objection.

Chairman Boxer stated you're going to be difficult.

Ms. Richards stated I'm going to be in California.

Chairman Boxer stated that was off the record.

The Secretary stated sure.

Chairman Boxer stated thanks.

Ms. Richards stated I don't think its that big a deal.

Chairman Boxer stated any other comments? Any pros or cons?

Ms. Richards stated I mean, it's another one of those weird buildings that you can't see and we have a handful of them in the Town.

Chairman Boxer stated actually the way I see it, if you're driving down Kisco towards the Saw Mill, you're not even going to see the ones that are this way either because they're back and they're, you'd have to turn your whole head 90 degrees to see them.

Ms. Richards stated yeah.

Mr. Villani stated we had several conversations with Toyota and they just strongly feel that you have to have street presence, so they want to put the signs on Kisco Avenue.

Ms. Richards stated I have no objections for the same reasons. And I think each of these buildings has a sort of oddity about them because of the position they are on the streets and I think that makes them unique.

Chairman Boxer stated yeah, the building they're in where the service used to be a Plymouth dealership from Martabano.

Ms. Richards stated oh, really?

Chairman Boxer stated yes, that's where I bought one of the cars there.

Ms. Richards stated so you have the five factors done, right?

Chairman Boxer stated well we have them here.

Ms. Richards stated okay.

Chairman Boxer stated okay, shall we go through them?

Ms. Richards stated sure.

Chairman Boxer stated whether an undesirable change will be produced in the character of the neighborhood, or whether a detriment to nearby properties will be created by the granting of the variance. They said that the proposed signage will not produce an undesirable change or create a detriment, the proposed sign is consistent in use and in character with the surrounding properties. The area is designated as a commercial zone and commercial signage is common and present along for North Bedford Road.

Mr. Villani stated oh you're reading North Bedford Road, this is Kisco Avenue.

Chairman Boxer stated well I'll say you knew the answers then.

Mr. Villani stated well I think I thought those out very well, I wrote them in red but I don't know if you have the one from Kisco Avenue.

Chairman Boxer stated I don't know.

Mr. Villani stated I think its the same general statement, due to Kisco Avenue being commercial as well.

Ms. Richards stated there's so many signs here, I can't help...

Chairman Boxer stated we have a Kisco...

Ms. Richards stated they're in last months package I think.

Whitney Singleton stated you want a copy?

Chairman Boxer stated yeah.

Mr. Villani stated it would be a lot easier if I came last month.

Ms. Richards stated it didn't come in this packet.

Chairman Boxer stated we should require applicants to bring everything and present it...

Ms. Richards stated agreed.

Chairman Boxer stated I'll take back everything I said. Starting with the five points. Okay, now we've got the, hopefully. This is for Kisco. Whether an undesirable change will be produced in the character of the neighborhood or whether a detriment to nearby properties will be created by the granting of that variance. And the statement is the signage is consistent in use and character of the surrounding properties. It is consistent with the commercial zoning. Two, whether the benefit sought by the applicant can be achieved by some feasible method other than a variance. And the answer is that because of the position of the building, you have to have signage facing Kisco Avenue because any signage that's inside the building, inside the property doesn't get seen. Actually it does get seen. It gets seen better than the side...

Mr. Villani stated right because it's facing the...

Chairman Boxer stated whether the benefit sought can be achieved by some feasible method other than a variance. Due to the configuration of the property and the need to have signs, I think the answer is no. Whether the requested variance is substantial?

Ms. Richards stated not if you put it relative to the position of the building on the street.

Chairman Boxer stated right. And whether the variance will have an adverse effect or impact on the physical or environmental conditions of the neighborhood. And the neighborhood is all car dealers, so it won't have much of, it won't make a difference.

Ms. Richards stated right.

Chairman Boxer stated whether the alleged difficulty was self-created. And again, as before, it's not self-created because they got the building as it is, that's the only thing that they can do.

Ms. Richards stated but it is self-created in that they want these signs.

Chairman Boxer stated right.

Ms. Richards stated but that doesn't keep us from issuing a variance.

Chairman Boxer stated correct. Any motions?

Mr. Rose stated to close the public hearing.

Chairman Boxer stated yup, we have to do that first.

Mr. Rose stated we should probably do that before...

Chairman Boxer stated when you write up the minutes, put the closing the 5 factors.

The Secretary stated okay.

Mr. Rose stated I make motion a motion that the public hearing be closed. Ms. Richards second the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated I'm new at this.

Mr. Rose stated and now we did the five factors, just now in the blink of an eye.

Chairman Boxer stated we did the five factors and so...

Ms. Richards stated a motion to issue the variances...

Chairman Boxer stated well we only did one building, right now.

Ms. Richards stated right but they're separate cases.

Chairman Boxer stated okay.

Ms. Richards stated are there any stipulations, conditions...

Chairman Boxer stated well the stipulations are provided that the, they cannot add any additional signage or increase the size of the signs without coming back before the ZBA. And I just want to make it clear, we go through one more time how they will be lit on the side?

Mr. Villani stated it's actually part of the document, so you can. It says the Toyota sign will be internally illuminated and they're using channel letters.

Chairman Boxer stated okay.

Mr. Villani stated and then proposed maintenance express sign is a sign box, internally illuminated but not individual letters.

Chairman Boxer stated okay.

Whitney Singleton stated are there any other documents submitted as part of this application? Beyond which was submitted at your April meeting?

Ms. Richards stated that one right there.

Mr. Villani stated this which I thought was part of the Zoning application.

Whitney Singleton stated what is that document?

Mr. Villani stated this is document A-002, which is just a revision of the ones you have.

Chairman Boxer stated okay so it has to be...

Mr. Villani stated do you want to put the date on it?

Whitney Singleton stated yeah.

Mr. Villani stated oh the date, oh that's good. It's really tiny.

Ms. Richards stated where is it?

Mr. Villani stated it's over, down here...

Ms. Richards stated oh yeah, that's a joke, right? There's not way.

Chairman Boxer stated with my glasses you should be able to see it.

Whitney Singleton stated take a picture and enlarge it.

Mr. Villani stated I got it, let me see if I can do it with the phone. January 8, 2018.

Whitney Singleton stated okay and what exactly is it?

Mr. Villani stated it's elevations and photos.

Ms. Richards stated color.

Mr. Villani stated so at 325 North Bedford Road...

Ms. Richards stated hold on, we haven't voted.

Mr. Villani stated I'm sorry.

Ms. Richards stated I made the motion. Mr. Rose seconded the motion.

Chairman Boxer asked for all in favor.

The motion carried by a vote of 4 to 0.

Chairman Boxer stated okay shifting to, do you have everything you need Whitney?

Whitney Singleton stated who made the second?

Chairman Boxer stated Don.

Whitney Singleton stated what happened with Nancy? Did she leave?

The Secretary stated yes.

Ms. Richards stated I don't know what they're going to do. Oh, get us on Skype, we can approve them on Skype.

Chairman Boxer stated can't.

Ms. Richards stated why not?

Chairman Boxer stated because you have to be at the meeting. We have not approved electronic meetings yet in the Town Code.

Ms. Richards stated I'm resinging as of now, so I can't come to the next meeting. What's the date of the next meeting?

The Secretary stated June 17th, June 17th.

Ms. Richards stated how many cases are there?

Chairman Boxer stated she doesn't know yet.

The Secretary stated I haven't had a deadline yet, so I don't know.

Chairman Boxer stated 325 North Bedford...

**4. J-Etf Corp.
325 North Bedford Road
Mount Kisco, NY 10549
(SBL) 69.51-1-2**

**Case# ZBA18-4
Signage**

Mr. Jonathan Villani was present.

Mr. Villani stated similar...

Chairman Boxer stated are there drawings?

Mr. Villani stated she has drawings right here.

Ms. Richards stated here Harold.

Mr. Villani stated I have color ones here. It's similar to 255 Kisco Avenue, well actually in this case, there's a Rivera. It's going to be a Toyota sign, if your remember there was a Scion sign in the same location but they don't sell scions anymore, so Toyota is requesting they put another Toyota sign because the building is so long.

Chairman Boxer stated again, they want three signs on one side.

Mr. Villani stated yeah because they're requiring, this Rivera sign didn't need, this one has already been installed, it didn't need a variance. But as a result of this being an existing sign and this being a new sign, now there's three signs across the whole building.

Ms. Richards stated my question is, was there are permit for this sign?

Mr. Villani stated yes, that Toyota sign that was there or the Scion sign?

Ms. Richards stated that was a Scion...?

Mr. Villani stated that one is the existing sign that is still there. That was permitted.

Ms. Richards stated okay, so you're removing that?

Mr. Villani stated no, that's there and it's staying there. There's an additional one going on the other side of the building, so if you look at...

Ms. Richards stated but if that sign, what I'm asking is there a permit for this sign?

Mr. Villani stated from what I understand it's been there for the longest time. I don't know if there's a...

Mr. Miley stated I'm unaware of what sign you're speaking about.

Mr. Villani stated the existing Toyota sign.

Ms. Richards stated the left hand side, looking at the building.

Whitney Singleton stated the southern side of the building.

Ms. Richards stated the existing.

Mr. Miley stated I can't confirm that.

Mr. Rose stated it's probably...

Mr. Miley stated I would have to look at the file.

Whitney Singleton stated what ended up happening by virtue, at least I think what happened, by virtue of putting a sign above the entrance that says Rivera and putting another sign at the end of the building, he has rendered the sign nonconforming.

Chairman Boxer stated right.

Ms. Richards stated because there's too many signs, but not the size of the sign, that was really...

Chairman Boxer stated too many signs.

Whitney Singleton stated well I'm not saying that it is or it isn't. The variance, the five variances that I see here, one for the maximum number of signs, a variance is required placement of the sign at the public entrance, another one for placement at the sign at the public entrance. So two are not at public entrances, so those are two variances. A variance is required for the channel letters size of 27 inches where 18 inches is the maximum height permitted, as set forth in the table.

Ms. Richards stated and that's the Toyota?

Mr. Villani stated that's the one that's existing there already, it's just the other one on the other side is going to match the same size, I measured.

Chairman Boxer stated how tall are the letters there?

Mr. Villani stated 27 [inches].

Whitney Singleton stated and a maximum fascia area of free standing sign. 20 is max, 32.62 is proposed.

Ms. Richards stated and where is that?

Mr. Villani stated so there's a monument sign existing there, that's that monument sign there. They're just replacing that Toyota, see how it's Toyota in black...

Chairman Boxer stated same size?

Mr. Villani stated the monument itself will be the same size but the actual graphic of the Toyota will be larger.

Ms. Richards stated with the same...?

Mr. Villani stated within the same footprint of the monument sign. There is no changing to the monument, so they're just taking off the labeling of the Toyota there and putting a bigger Toyota sign.

Ms. Richards stated okay.

Chairman Boxer stated how will it be lit?

Mr. Villani stated not lit. I don't believe they're lighting this one.

Ms. Richards stated it doesn't say there's any lighting.

Chairman Boxer stated okay.

Ms. Richards stated same size sign, so I don't mind that, it's just the letters.

Mr. Villani stated it's terrible, I know it's terrible...

Chairman Boxer stated we've had other car dealers in front of us for the same thing.

Mr. Villani stated what are you going to do? That's all Toyota allows you to do.

Chairman Boxer stated they're making boring, ever car sales building now looks the same, Honda looks the same all over.

Ms. Richards stated it's a long building but...

Mr. Villani stated it's a really long building and when you're driving up North Bedford, you visually see the first Toyota sign and then when you're driving the other directions you visually see the other, you can't see them at the same time.

Whitney Singleton stated I'll throw my little two cents in. You can see a lot more now that you ripped down the landscaping.

Mr. Villani stated what, the trees are still there.

Mr. Miley stated I didn't say it. Direct it to him.

Chairman Boxer stated you took trees down?

Whitney singleton stated they took all their landscaping down, yeah.

Ms. Richards stated what does that mean? All the front...?

Whitney Singleton stated they're supposed to have a buffer in the front so that you don't see the cars, they ripped it all down.

Mr. Villani stated the tall trees are still there, you're talking about the low hedges?

Whitney Singleton stated yeah, the hedges.

Mr. Villani stated the low hedges.

Chairman Boxer stated tall trees don't hide the cars.

Mr. Villani stated no, I understand.

Ms. Richards stated so would they put it back?

Mr. Villani stated to put hedges there?

Whitney Singleton that's a Planning Board issue...

Ms. Richards stated oh, alright.

Whitney Singleton stated I'm just fortuitously throwing that in.

Chairman Boxer stated his fortuitous is venting, he's venting.

Ms. Richards stated alright.

Mr. Villani stated and as a courtesy I will mention it.

Whitney Singleton stated I'm sure it will [inaudible].

Ms. Richards stated meanwhile, thoughts?

Mr. Rose stated there was no sign over the front entrance before?

Mr. Villani stated previously no, there was no sign over the front entrance. There was a Toyota sign on the left and a Scion sign on the right.

Chairman Boxer stated I have to say those Rivera signs are boring.

Ms. Richards stated they are horrible, take it down, we're not giving you a variance if you leave that up.

Chairman Boxer stated it looks like it was just...

Ms. Richards stated it looks somebody taped it up there.

Mr. Villani stated its unfortunate but you get caught in the conundrum between Toyota and what they allow you to do for a dealer sign.

Chairman Boxer stated at least they're not putting baseballs up, I'd rather have that. Do you want to put baseballs up instead of the Toyota?

Mr. Villani stated what they're doing is they're going to, within the local Zoning Ordinance, you're allowed 25% of the window, they're putting the actual Rivera signs...

Mr. Miley stated I think it's 20%.

Mr. Villani stated the actual Rivera signs, with the ball and bat, in the windows, they're going to do that. The 20% of the windows and eliminate those signs but the...

Chairman Boxer stated can you have the signs illuminated in the windows?

Mr. Miley stated that's a whole other package I'll have to look at.

Mr. Villani stated we'll look at that when it comes.

Whitney Singleton stated I just want to clarify one thing. The relief that you're asking for the channel letter size of 27 inches where 18 is allowed, are you saying that that 27 inches is what currently exists?

Mr. Villani stated yeah, the other Toyota sign on the other side is what currently exists.

Whitney Singleton stated so you're going to replicate on the north end of the building...

Mr. Villani stated same exact sign.

Ms. Richards stated which already exists.

Mr. Villani stated it's actually going, probably look better than that old Scion sign.

Chairman Boxer stated and before that they sold BMW's there.

Mr. Villani stated did they?

Ms. Richards stated this one I would like removed, that Rivera one.

Chairman Boxer stated make it much smaller.

Ms. Richards stated put the two Toyotas and get rid of Rivera and I'm fine with.

Laughter

Ms. Richards stated I rendered you speechless.

Mr. Villani stated you did. I usually have an answer.

Mr. Rose stated he's not a closer I guess.

Ms. Richards stated that's all I have to say about it.

Chairman Boxer stated okay, no other comments. Can I have a motion to close the public meeting?

Ms. Richards introduced the motion to close the public hearing. Seconded by Mr. Rose.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated okay, we'll go through the five factors, now that I have the right one here.

1. *Whether an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties will be created by the granting of the area variance.*

Chairman Boxer stated the signage will not produce an undesirable change or create a detriment. The proposed signage is consistent in use and in character with the surrounding properties. The area is designated as commercial zone and commercial signage is common and present. Just take a break for a second. They're going to have to, we do have an application yet for what the Volvo is. So we have to keep in mind that if we give them 27 inch signs and they want to put it on the Volvo building, it will be huge.

Ms. Richards stated but there is an existing 27 inch sign here.

Chairman Boxer stated it was there but they didn't need anything then. But now it's nonconforming.

Ms. Richards stated I understand that but to me them matching the signs is better than putting one 27 which exists and then adding an 18, unless they change they both to 18, which they could. Could you?

Mr. Villani stated what?

Ms. Richards stated change the size of the letters.

Mr. Villani stated of the other sign?

Ms. Richards stated on both signs, yes.

Mr. Villani stated well they actually just repaired the sign on the left. They fixed up the plastic, I don't know, that's not what they're planning to do. The reason why I'm making it 27 and I'm referenced to Volvo as well, it's relative to the size of the building. We actually went up there to put a sign to see what 18 inches would look like because they wanted to push to get a permit to put signs up. It gets lost because that fascia is 4 feet tall. So relative to the building, the building is 105 feet long by 20-something feet tall and the fascia is 4-5 feet tall. So that's the reason why the Rivera sign looks bad. So if you want to use that as an argument, the Rivera sign is complying and its 18 inches and you see how bad it looks on the building.

Ms. Richards stated it is really ridiculous.

Mr. Villani stated that's the reason why.

Chairman Boxer stated it's not that it's 18 inches, it's that it looks like...

Whitney Singleton stated off the record, I can say this only because you're leaving. You just approved 6 foot letters on a prior application.

Ms. Richards stated it's a different building, in a different location.

Whitney Singleton stated I'm just saying.

Ms. Richards stated no, I'm just saying for precedent, Volvo is a different building also. This is a really long building.

Chairman Boxer stated Volvo is shorter.

Mr. Villani stated yeah, it gets lost.

Whitney Singleton stated no, you can ask Peter about that.

Chairman Boxer stated is Volvo the same length as Toyota?

Mr. Miley stated I didn't measure it, I'd have to scale it to see what it was.

Whitney Singleton stated but Peter, we're going to have a whole new application. It's going to be a whole new building.

Chairman Boxer stated its going to be a new building, okay, new building, never mind.

- 2. Whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than area variance.*

Chairman Boxer stated it can be achieved by making the signs smaller but based upon the building and its location, the sign as proposed is acceptable. Everybody agree with that?

Ms. Richards stated yes.

3. *Whether the requested area variance is substantial.*

Chairman Boxer stated it is substantial, you said no but it really is because you're going from 18 inches to 27 inches, that's a big jump.

Mr. Villani stated no, I know I think in my mind when I do that description because everything with me is proportions, I've been doing the architectural and relative to the size of the building, it doesn't seem substantial to me.

Chairman Boxer stated well when we grant the variance just note that you need a substantial variance.

4. *Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district.*

Chairman Boxer stated it's another one of our car dealer roads.

5. *Whether the alleged difficulty was self-created which consideration shall be relevant to the decision of the Board which shall not necessarily preclude the granting of the area variance.*

Chairman Boxer stated the building itself was there and in order to have the sign with maximum efficacy, they require the larger signs. Any comments? Any motions?

Ms. Richards stated I make a motion to grant the variances, there multiple variances, right?

Chairman Boxer stated but subject to the same terms, any changes requires them...

Whitney Singleton stated 5 variances.

Ms. Richards stated right.

Chairman Boxer stated any changes will require that they come back to the Board.

Whitney Singleton stated you actually made me think of something. You're allowed to impose reasonable conditions. Would you want to say no other outdoor signage, including handheld placards, sandwich boards and/or those air inflated things that go back and forth.

Ms. Richards stated yes, right.

Chairman Boxer stated that sounds good.

Whitney Singleton stated do you know what they call those?

Mr. Villani stated no.

Mr. Miley stated distractions.

Ms. Richards stated they call them air inflated things.

Mr. Villani stated yea, distractions.

Ms. Richards stated agreed.

Mr. Villani stated my kids like them.

Chairman Boxer stated of course because they move. Okay, so we have the motion to approve.

Ms. Richards stated I made the motion.

Mr. Rose seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Mr. Villani stated thank you very much, good night.

Chairman Boxer stated Michelle, I hate to tell you, but I don't know what goes where. This is yours. This goes here.

Whitney Singleton stated I was just joking.

Chairman Boxer stated take it all, it's Whitney's.

Ms. Richards stated that building to me is so different to me because you really don't see that building.

Whitney Singleton stated which one.

Ms. Richards stated the HomeGoods.

Whitney Singleton stated yeah but they both have that.

Chairman Boxer stated still have two more left, guys.

Ms. Richards stated I'm ready.

Whitney Singleton stated it's a retail store.

Chairman Boxer stated the next one is Alfredo Bueti.

Mr. Rose stated what about Mount Kisco Associates.

Chairman Boxer stated we did them, they were number two.

5. Alfredo Bueti
55 Beverly Road
Mount Kisco, NY 10549
(SBL) 80.23-2-5

Case# ZBA 18-7
Area Variance

Mr. Jim Coleman, architect; Mr. Alfredo Bueti; Ms. Laura Clark were present.

Mr. Coleman stated I'm Jim Coleman, I'm the architect and Al Bueti and Laura Clark, the owners are here as well.

Mr. Miley stated come up, come up.

Chairman Boxer stated we don't bite.

Ms. Clark stated I'm waiting on you.

Mr. Miley stated they're going to want to meet you.

The Secretary stated it's just audio, not video.

Chairman Boxer stated just have to know which Bueti you are.

Ms. Clark stated I was hoping that, I was afraid of cameras when you got here.

Mr. Bueti stated oh okay.

Off-topic conversation.

Mr. Coleman stated so we're here for an area variance, it's a nonconforming lot and we're proposing the renovation of the house that Al grew up in, adding a second a floor. So the proposed renovation is conforming to the zoning and building code except for the lot coverage because of the larger driveway and the two side yard setbacks.

Ms. Richards stated which is as it exists now, you're not changing that.

Ms. Coleman stated correct. Just a little bit of context. This is the house, here it is on the street, here's the two neighbors, you see...

Ms. Richards stated where that house is.

Mr. Coleman stated its 55 Beverly.

Ms. Richards stated no it's down towards the bottom.

Ms. Clark stated it's about halfway up, before Forest comes down.

Mr. Coleman stated here you can see from the back, so both the neighbors have added second floor additions.

Ms. Richards stated yeah, it looks really small.

Mr. Coleman stated it is. So that's as of right to add the second floor. One issue is there is an existing side porch which you can see in that bottom photograph that we're, that's got a roof and it's a concrete foundation and we're putting an enclosure bump out there, that faces the blank wall of the neighbor, right here.

Chairman Boxer stated what you putting there?

Mr. Coleman stated we're enclosing that for a powder room and laundry on the first floor.

Ms. Richards stated so you're not making it bigger, you're just enclosing...

Ms. Clark stated no, it's the existing porch that's already there.

Mr. Coleman stated we have to rebuild it and we're going to make it a little shorter than it is currently. So the...

Ms. Richards stated but now...

Whitney Singleton stated wait a second, Peter?

Mr. Miley stated yeah?

Whitney Singleton stated the enclosure is increasing the encroachment into the side yard or not? We measure setbacks from buildings not from the structures.

Mr. Miley stated from the building line, correct.

Whitney Singleton stated so, are they increasing their encroachment into the side yard or is it simply on the same plane?

Mr. Miley stated it is my understanding it's on the exact same footprint that there's today.

Whitney Singleton stated you're saying you're actually going out?

Mr. Coleman stated no, we're not going out past what's there currently but we're enclosing it, so it's...

Whitney Singleton stated you're going out past the plane of the side of the building?

Mr. Coleman stated we are but where there's an open porch.

Whitney Singleton stated right but a porch...

Mr. Miley stated it's connected to the building, part of the building.

Mr. Coleman stated but we were asking, it's a, I think a 9 foot setback is required...

Mr. Miley stated 10 foot.

Mr. Coleman stated 10 foot and its 7.2 currently on that side to the side of the building to the lot line. The porch extends 3 1/2 feet past into that 7.2, so it's 3 feet from the property line. So our new bump out will be 3 feet from the property line.

Whitney Singleton stated so you're 3 foot, your variance of 7 feet will not be for the entire length of the building, just for the bump out.

Mr. Coleman stated correct and so we are asking for a variance for that.

Ms. Richards stated and do your neighbors know you're planning to do this?

Ms. Clark stated we spoke to them on Saturday.

Mr. Bueti stated yes, we spoke to them this weekend.

Ms. Richards stated and their feeling?

Mr. Bueti stated they were positive.

Mr. Coleman stated they were supportive and they were glad it wasn't...

Ms. Richards stated the backyard looks really big, is it that big?

Mr. Coleman stated no, it's the new panning function of the iPhones, you can do the panoramic photo.

Ms. Richards stated got it.

Mr. Coleman stated this shows it a little better.

Ms. Richards stated because my question was going to be couldn't you have gone back, as opposed to up. It was just a question.

Ms. Clark stated we like the yard, we like to have the yard in addition to extra space in the house.

Mr. Coleman stated so it's a small footprint, it's about 900 square feet, so we're opening that up. So this is the existing house, this is what we're proposing.

Ms. Richards stated are you saying the house is 900 square feet?

Mr. Coleman stated I think it was, the footprint is about 900 square feet. It's small. The first floor will be open, we're relocating the stair, it was kind of compartmentalized the kitchen in the back, a lot of little rooms. This is that bump out right here...

Ms. Richards stated you're just closing it in.

Mr. Coleman stated right and then on the second floor there's a new master bedroom and two bedrooms. And so the second floor currently is under the eaves, right.

Ms. Richards stated okay.

Whitney Singleton stated no, I saw the plans, I thought they were just going up in a plane, that's fine. Peter...

Ms. Richards stated so you need two side yards or a side and a rear?

Mr. Coleman stated no we need a, here actually, just run through what we need here, so...

Chairman Boxer stated a lot size variance and a side line.

Mr. Coleman stated here is the existing house on the lot.

Ms. Richards stated right.

Mr. Coleman stated so because we're making the driveway wider, that is an increase in area coverage, it's currently 41% and that increases it to 46%. And we're also contributing to that is the, we're cantilevering slightly out over the garage, so there's, although the building complies with the building coverage, we're over for lot coverage already, it's 41% currently, 40% is allowed and that increases it to 46%. And then the other two issues are this side yard is 7 1/2 feet and this is 9.3 feet, we're not changing that and this is that bump out right here...

Ms. Richards stated got it.

Mr. Coleman stated so this is the 3 foot side yard setback here stays the same here and that's existing.

Ms. Richards stated the only thing you're really changing is the actual coverage, the lot coverage because everything else exists as it is now.

Mr. Coleman stated right, we're not rebuilding the foundation.

Ms. Richards stated but you have to get variances for it because it's no longer legal once you change it.

Mr. Coleman stated so this is the, so it was and also it's a nonconforming lot, it's a 5,000 square foot lot and the zoning requires 9375.

Ms. Richards stated okay. Yeah, you need a variances for that.

Mr. Coleman stated so we need a variance for that, development coverage and then side yards, those three.

Ms. Richards stated got it, okay.

Mr. Miley stated Chairman...

Chairman Boxer stated yes?

Mr. Miley stated I just conferred with Whitney, two things. First one, there is a typo, it is current RS-9, not RT-6, it does reference in the second, number two. And the second is, after discussion with Whitney, they will not need the variance for a nonconforming lot, number one will actually cover that variance because its noncomplying with respect to the building and the setbacks.

Whitney Singleton stated so number two is out.

Mr. Miley stated so we can eliminate number two, that makes it better.

Chairman Boxer stated area variance and a side yard setback.

Mr. Coleman stated and it is RS-9, correct.

Mr. Miley stated correct.

Mr. Coleman stated I put RT-6 somewhere...

Mr. Miley stated no, I think its our typo but number two is...

Chairman Boxer stated yeah, yours is correct.

Mr. Coleman sated okay.

Ms. Richards stated I mean the building exists as it is and you're not really changing that, it's just that you now have to have variances, so I don't see a significant change. And I know the street actually and there's a mish mosh of all different size houses...

Ms. Clark stated yes, it is.

Ms. Richards stated and there's a couple of really big houses and then there's a couple of really tiny houses, so I don't see that I changes the character much because it's already like that.

Ms. Clark stated that what we want, we want to keep in character of the neighborhood.

Mr. Bueti stated we were really cognizant of trying to keep it...

Chairman Boxer stated are you on street level or are you one of the house that dips down.

Ms. Clark stated we're on street level.

Chairman Boxer stated yeah some of the house are down.

Mr. Bueti stated everything slopes...

Ms. Clark stated it's not on a cliff or anything.

Ms. Richards stated it's the ones on the cliff, one has been for sale forever...

Ms. Clark stated did you see the brown one, it's been on the market for months.

Ms. Richards stated it's on a cliff. I'd be terrified.

Mr. Bueti stated those didn't exist when I moved into the neighborhood, the street just ended.

Ms. Richards stated so I don't see that they're really changing much and they're improving the house and they're actually changing the house to be more because there's not very many of those small ones left on Beverly.

Mr. Bueti stated no they've pretty much all added on over the years.

Ms. Richards stated so I think it's okay. Anyone else?

Chairman Boxer stated I'm fine.

Mr. Rose stated I agree with that. Looks like a definite improvement to the appearance.

Ms. Richards stated an improvement, yeah. And it definitely goes with the rest of neighborhood as revised.

Chairman Boxer stated do I have a motion to close the public hearing?

Ms. Richard introduced a motion to close the public hearing. Mr. Rose seconded the motion.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Ms. Richards stated you do the motion this time, I'm tired.

Mr. Rose stated have we gone through the factors.

Whitney Singleton stated I think you kind of just did.

Ms. Richards stated I did.

Chairman Boxer stated we're good.

Ms. Richards stated I just wanted to make my contribution in my last meeting.

Chairman Boxer stated thank you.

Off-topic conversation.

Mr. Rose stated which one is not deemed to be...

Ms. Richards stated the lot coverage. Lot coverage, lot size.

Mr. Rose stated it's not a requirement. Okay.

Mr. Coleman stated thank you very much.

Chairman Boxer stated we didn't vote on it yet.

Whitney Singleton stated motion to deny?

Mr. Rose stated I make a motion to approve the variances requested for maximum development coverage minimum lot width, that's not required.

Ms. Richards stated for side yard.

Mr. Rose stated side yard setbacks based on the site plans from architect James Coleman, dated March 25, 2018.

Ms. Richards stated second.

Chairman Boxer stated wait, we have two drawing numbers.

Mr. Rose stated A-001.00 and A-200.00. Any conditions?

Whitney Singleton stated has to be painted yellow.

Mr. Coleman stated grey.

Mr. Rose stated the usual conditions that apply in a case like this.

Chairman Boxer stated I have motion.

Ms. Richards stated second.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

Chairman Boxer stated now you can go home.

Mr. Coleman stated thank you.

Chairman Boxer stated sorry you had to wait so long.

Ms. Clark stated thank you as well.

**6. American Sign Crafters for NWHC
400 Main Street
Mount Kisco, NY 10549
(SBL) 80.49-3-14**

**Case# ZBA 18-5
Signage**

Mr. Jeffry Pennant of American Sign Crafters was present.

Chairman Boxer stated anyone here for American Sign Crafters.

Mr. Rose stated oh boy, where is this one?

Ms. Richards stated it's the hospital.

Chairman Boxer stated okay, let her know your name.

Mr. Pennant stated hi, Jeffry Pennant from American Sign Crafters.

Chairman Boxer stated okay, you're on.

Mr. Pennant stated okay, basically we have three signs that we'd like to add to the hospital. Which is a set of channel letters, I'll just pass that around.

Ms. Richards stated well we have that, right?

Mr. Pennant stated you have that, correct.

Ms. Richards stated where is it? Oh, up at the very top. And what doesn't comply there?

Mr. Pennant stated I believe the size of it. It's nonexistent now, I think it's the size.

Ms. Richards stated I don't believe it's in the package, I don't know. First, it's the number of signs. This one is location. Too many signs. How many signs are you proposing, three?

Mr. Pennant stated three.

Chairman Boxer stated they are which signs?

Mr. Pennant stated the channel letters and then the two monuments.

Ms. Richards stated yeah so, that's a monument.

Mr. Pennant stated that's a monument, it's replacing this one. So that one what's existing and this is what we're proposing.

Ms. Richards stated what's it anchored to, oh I see it, I see the base. So what's this one, where's the base?

Mr. Pennant stated it will be the same, we have to take this base off and just anchor it to the ground. So there's footers that need to be involved.

Ms. Richards stated but they're behind? You don't see them?

Mr. Pennant stated underneath, you don't see them.

Ms. Richards stated why does it have to be so big?

Mr. Pennant stated that's what they want to propose. They're claim is that for visibility of the people that are visiting the hospital and where, you know, each direction left or right, where they need to be. They want the most visibility as possible.

Chairman Boxer stated where is that sign going to be placed?

Mr. Pennant stated directly in the entrance, as soon as you pull in you'll see it right by the front...

Mr. Richards stated its replacing this one.

Chairman Boxer stated can I see that?

Mr. Pennant stated here's like a bigger...

Ms. Richards stated I mean, that's just weird looking, no offence.

Mr. Pennant stated no, I didn't design it.

Ms. Richards stated it's just a weird shape, why does it have to be that odd shape. Why can't you get rid of the white under here? Which would them make it smaller...

Chairman Boxer stated well you don't want to the lettering on the ground.

Mr. Pennant stated on the ground, I think that partly the idea is you're pulling in in your car, you want to see it straight ahead. We've done it at other hospitals as well and it looks really nice.

Ms. Richards stated and what's this one?

Mr. Pennant stated this one is the same idea. This one is double sided.

Ms. Richards stated it looks like its floating.

Mr. Pennant stated this one is also on footings. It's just the way its rendered.

Ms. Richards stated I got it, okay.

Chairman Boxer stated which one is it, I have to see that one too.

Ms. Richards stated it's there, in the package that I gave you, it's just further back.

Mr. Pennant stated it's, this is the same one they're looking at right now.

Chairman Boxer stated and that's going?

Ms. Richards stated that's replacing here, this one. This one replaces this one.

Mr. Pennant stated correct.

Chairman Boxer stated okay.

Mr. Rose stated and that is where right now?

Ms. Richards stated that is...

Mr. Rose stated after you drive in...

Ms. Richards stated I'm trying to remember, I was there not that long ago.

Mr. Pennant stated oh were you, I was here for the first time.

Ms. Richards stated I believe as you come in and turn right...

Mr. Pennant stated I believe so.

Ms. Richards stated as you come in this way, you make the left in, now you turn to go towards the parking lot.

Chairman Boxer stated it's going to be on the side of the new emergency room.

Mr. Pennant stated I believe so, yeah.

Ms. Richards stated yeah.

Chairman Boxer stated if you put this new sign up, doesn't the new, aren't there already letters up there with the name of the people that donated it?

Whitney Singleton stated where?

Mr. Pennant stated on the building itself?

Chairman Boxer stated on the building itself, on the emergency.

Whitney Singleton stated it says Mary and David Boise.

Chairman Boxer stated right but they're putting it here again.

Whitney Singleton stated right, [inaudible].

Chairman Boxer stated well do we want, I mean would they take the existing down and put just this sign there?

Mr. Pennant stated I think it's going to be a duplicate. I don't think they're going to take the other one down, at least I have not heard of that.

Chairman Boxer stated they will if we make it a condition. Do you have a picture of what that looks like.

Mr. Rose stated it seems to me we don't have enough view of what's there...

Ms. Richards stated yeah.

Mr. Rose stated overall of the effect is...

Mr. Pennant stated of the building.

Whitney Singleton stated you show 19 signs here? Is that what you're showing? I don't see what this...

Mr. Pennant stated 19 existing signs.

Whitney Singleton stated right, so you're not showing that one, you're not showing...

Mr. Pennant stated that one is the one in the corner sign.

Whitney Singleton stated I know what sign that is...

Mr. Pennant stated right.

Whitney Singleton stated what I'm saying is you're showing...

Mr. Pennant stated these three I believe are the ones that are not, that are going only for the variance. The other ones are already permitted.

Ms. Richards stated but what we're saying is...

Whitney Singleton stated so is it your position that everything else is a way finding sign.

Mr. Pennant stated correct.

Whitney Singleton stated the monument sign is the way finding sign?

Mr. Pennant stated that's at least what we were told we can file it as, a way finding sign.

Ms. Richards I would have liked to have seen pictures of the building as it exists with the signage and then to understand better how this fits into perspective, is that possible?

Mr. Pennant stated let me see what I have.

Ms. Richards stated if you need me to, I might try, if I'm done with what I need to do. I'm going to leave the last week of June, so I will physically be here. I just figure I'm going to be insane by then.

Whitney Singleton stated maximum area for way finding sign is 20 feet.

Off-topic conversation.

Mr. Miley stated we called it a monument sign, we didn't call it a way finding sign.

Whitney Singleton stated is that a monument sign?

Mr. Miley stated it's a monument sign.

Whitney Singleton stated okay, so it's 4 times the maximum size.

Ms. Richards stated yeah, that to me is ridiculous, no offence.

Mr. Miley stated they're requesting a 79.3 area space.

Chairman Boxer stated you're renting it.

Ms. Richards stated I'm renting it but not for that price, they lowered it a little.

Mr. Miley stated I don't think they object to the type of sign, just the size, correct?

Inaudible.

Mr. Miley stated but we called it a monument sign, we didn't call it a way finding sign.

Mr. Pennant stated for these three, these two?

Mr. Miley stated for the 79.3 square foot sign, for this one here.

Mr. Pennant stated yeah, the monument.

Mr. Miley stated but I may have way finding...

Mr. Pennant stated capabilities, I guess.

Mr. Miley stated yeah but its still a monument sign.

Mr. Pennant stated I guess mostly because of the arrows.

Mr. Miley stated yeah, no I get it but it does referenced the hospital above.

Mr. Pennant stated and it is illuminated at nighttime.

Mr. Miley stated Chairman, you have to let the Chairman.

Chairman Boxer stated yes?

Mr. Miley stated to clarify, it is a monument sign and it will be lit and it will indicate, illustrate the hospital signage. It's a monument sign, it doesn't have way points and way finding but effectively it is a monument sign.

Chairman Boxer stated and what's the, they were looking for a 70-something percent variance.

Mr. Miley stated a 59.3 foot variance.

Chairman Boxer stated you want to double the existing sign?

Whitney Singleton stated quadruple it.

Mr. Pennant stated what's there, yeah.

Mr. Miley stated permitted is 20.

Whitney Singleton stated 20 is the max, they want 80.

Mr. Rose stated they really maxed out all the space.

Mr. Pennant stated and the same thing for the other one?

Whitney Singleton stated no, the other one is less. 20 is max and the other one is 37 ½.

Mr. Pennant stated okay.

Chairman Boxer stated so you're talking about that one, that goes up and down.

Mr. Pennant stated yeah. This is one of the other directories.

Chairman Boxer stated it's a monument.

Mr. Pennant stated see this one is more like the monument that we call, with the arrows.

Chairman Boxer stated that has arrows.

Mr. Pennant stated that's a directional.

Chairman Boxer stated is this directional or monument?

Mr. Miley stated it identifies what it is, it identifies the hospital. It's referencing the hospital, I would see that as a monument sign. It does have way finding capabilities but it is a sign.

Chairman Boxer stated right. Do they need all this empty at the bottom?

Ms. Richards stated that's what I said, I said the same thing.

Mr. Pennant stated that's what she said. A lot of time what happens is when you've got shrubbery and landscaping, you do want the letters raised higher than that so it doesn't cover it.

Chairman Boxer stated I'm not saying to get rid of the letters. You leave it the way it is, just take off this piece.

Mr. Pennant stated make it shorter?

Chairman Boxer stated make it shorter.

Mr. Pennant stated we could do that. How do you feel about this one though? Can we raise it even though...

Ms. Richards stated I think its ridiculous, no offence.

Mr. Pennant stated it's fine.

Ms. Richards stated I don't particularly care for any of them but I think that they're too big.

Mr. Rose stated I'd like to see it in context.

Ms. Richards stated I would too, I think it would benefit you if you come with a rendering in context to what's there.

Mr. Pennant stated meaning?

Mr. Rose stated from the point of view, let's say from someone driving in, what do they see? Because they'll see the entire building, they'll see some signs, I think we probably need to see this from different points coming in.

Mr. Pennant stated okay.

Ms. Richards stated and with what exists there now.

Chairman Boxer stated okay.

Mr. Pennant stated both before and after sort of thing?

Ms. Richards stated that's my recommendation, yeah, that would be really good.

Whitney Singleton stated the existing signs are nice.

Mr. Pennant stated like this one for instance, where it shows, like this is the before...

Ms. Richards stated yes but in perspective to the rest of the building because it's kind of hard because when I'm looking at this I'm saying that's ridiculous because its gigantic but if you saw it in perspective to the rest of the building...

Mr. Pennant stated if you saw it from far back...?

Ms. Richards stated it might not be but it does look like it. So for your benefit, I think that would help.

Chairman Boxer stated yup, I agree.

Ms. Richards stated okay.

Chairman Boxer stated acceptable?

Mr. Pennant stated yeah.

Chairman Boxer stated then we'll keep the public hearing open.

Mr. Miley stated so you're going to review your application to somewhat reduce the signage and Whitney made a point, there's also going to be another variance for the number of signs, correct?

Ms. Richards stated yes.

Mr. Pennant stated very well.

Chairman Boxer stated you want the ones back you gave me?

Mr. Pennant stated only that one, perfect.

Ms. Richards stated oh no, it's horrible.

Mr. Rose stated maybe we're getting too old for this stuff?

Ms. Richards stated I know.

Mr. Pennant stated can I take this one?

Ms. Richard stated you can take them all. Okay, Michelle, I have a question.

The Secretary stated are you closing the meeting? I didn't know if there was anything else.

Chairman Boxer stated anything else from anyone? Motion?

Ms. Richards introduced a motion to adjourn. Seconded by Mr. Rose.

Chairman Boxer asked for all in favor. The motion carried by a vote of 4 to 0.

The meeting adjourned at 9:15 p.m.